SPECIAL, 11/17/2014 1:30:00 PM

BE IT REMEMBERED that on November 17, 2014, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable G. Mitch Woods, Sheriff

Honorable Carolyn L. Guidry , County Clerk

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

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

NOTICE OF MEETING AND AGENDA OF COMMISSIONERS' COURT OF JEFFERSON COUNTY, TEXAS November 17, 2014

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, willmeet at **1:30 PM,** on the **17th** day of **November 2014** at its regular meeting place in the Commissioner's Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

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

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

DISTRICT ATTORNEY: 10:00 a.m. (CLOSED) EXECUTIVE SESSION- Announcement of an Executive (CLOSED) Session pursuant to Texas Government Code Section § 551.071 for the purpose of receiving information regarding litigation pending the County and matters that may inquire litigation.

WORKSHOP: 11:00 a.m. - To receive information from Preston Pomykal and Mark VanBuskirk regarding retiree benefits with regards to GASB 45.

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

PLEDGE OF ALLEGIANCE: Eddie Arnold, Commissioner, Precinct One

PURCHASING:

1. Receive and file bids for (IFB 14-045/JW), Keith Lake Fish Pass Baffle.

SEE ATTACHMENTS ON PAGES 13 - 144

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

2. Receive and file bids for (IFB 14-044/JW), Term Contract for Gray Limestone (Commonly Referred to as 610 Base) for Jefferson County.

SEE ATTACHMENTS ON PAGES 145 - 176

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

3. Receive and file bid for (IFB 14-042/JW), Term Contract for Reinforced Concrete Pipe and Pre-Cast Concrete Box Culverts for Jefferson County.

SEE ATTACHMENTS ON PAGES 177 - 192

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

4. Consider and approve award, execute, receive and file contract for (IFB 14-045/JW), Keith Lake Fish Pass Baffle with Shirley & Sons Construction Co, Inc. in the amount of $2,437,349.74, as shown on Attachment A.

SEE ATTACHMENTS ON PAGES 193 - 195

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

5. Consider and approve award, execute, receive and file Acceptance of Offer for (IFB 14-042/JW), Term Contract for Reinforced Concrete Pipe and Pre-cast Concrete Box Culverts for Jefferson County with Rural Pipe & Supply, as shown on Attachment B.

SEE ATTACHMENTS ON PAGES 196 - 198

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

6. Consider and approve, execute, receive and file a renewal for (RFP 12-028/JW), Inmate Health Care Services for Jefferson County Correctional Facility with Conmed Healthcare Management, Inc. for an additional one-year renewal from January 28, 2015 to January 27, 2016. Services for this renewal year will increase by 2 %, with the annual cost to increase from $3,169,920.00 annually with a $.97 per diem to $3,233,318.40 annually, with a $.99 per diem.

SEE ATTACHMENTS ON PAGES 199 - 200

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

7. Consider and approve, execute, receive and file Change Order No. 1 for (IFB 14-018/KJS), Jefferson County New Health Clinic – (TDRA – Round I Disaster Project Now Funded by GLO) with N & T Construction for an increase of $21,929.13 for on-site drainage and collection piping to meet City of Port Arthur requirements; underground conduit relocation and addition of junction box to meet Entergy requirements; addition of sink in lab to meet Health Department requirements; and to locate and re-route existing water line to meet City of Port Arthur requirements, bringing the contract total up to $1,976, 929.13. This change order will increase days of completion from 300 days to 315 days.

SEE ATTACHMENTS ON PAGES 201 - 203

Action: TABLED

8. Consider and approve, execute, receive and file Change Order No. 1 for (IFB 14-027/KJS), Runway 16/34 Rehabilitation at Jack Brooks Regional Airport with Garver, LLC. for adjustments in quantities and materials to result in no change in project cost or days of completion.

SEE ATTACHMENTS ON PAGES 204 - 205

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

9. Consider and approve, execute, receive and file a Professional Services Agreement (PROF 14-052/DC) with The LaBiche Architectural Group, Inc. for architectural services for the Popeye Park Water Bog. Performed for a fixed fee of $9,000.00.

SEE ATTACHMENTS ON PAGES 206 - 208

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

10. Consider and approve, execute, receive, and file order form with West Law for special pricing to Law Enforcement Agencies and Correctional Facilities Texas Calir Service Contract #2010-001 and The Jefferson County Correctional Facility Law Library in the monthly amount of $1,236.00.

SEE ATTACHMENTS ON PAGES 209 - 216

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

COUNTY AUDITOR:

11. Consider and approve FY 2015 budget transfer - Road & Bridge, Precinct 1 - replacement computer.

111-0109-431-6002	COMPUTER EQUIPMENT	$1,395.00	
111-0105-431-3084	MINOR EQUIPMENT		$1,395.00

SEE ATTACHMENTS ON PAGES 217 - 219

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

12. Receive and file Financial & Operating Statements for the Month Ending September 30, 2014 (Unadjusted).

SEE ATTACHMENTS ON PAGES 220 - 236

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

13. Regular County Bills - check #400473 through check #400782 (11/10/2014) and check #400783 through check #401021 (11/17/2014).

SEE ATTACHMENTS ON PAGES 237 - 256

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

COUNTY CLERK:

14. Consider and possibly approve, receive and file Order Canvassing the results of the November 4, 2014, General, Special and Joint Election in accordance with Election Code 67.003

SEE ATTACHMENTS ON PAGES 257 - 282

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

COUNTY COMMISSIONERS:

15. Consider, possibly approve and authorize the County Judge to execute and receive and file Amended Inter-local Cooperation Agreement between Spindletop Center and Jefferson County for services of a Mental Health Officer.

SEE ATTACHMENTS ON PAGES 283 - 293

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

16. Consider, possibly approve and authorize County Judge to execute, receive and file Letter of Agreement between Lamar University and the Jefferson County Commissioners Court for the Taping of Jefferson County Commissioners Court Meetings.

SEE ATTACHMENTS ON PAGES 294 - 297

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

17. Consider, possibly approve authorize the County Judge to execute Appointment of Vivian Ballou as the Labor Standards Officer assigned to oversee the labor portion of Contract 713250 for compliance under Chapter 7 of the TxCDBG Project Implementation Manual.

SEE ATTACHMENTS ON PAGES 298 - 299

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

18. Consider, possibly approve, and authorize the County Judge to execute Designation Form for Civil rights Officer for Jefferson County for CDBG Contract 713250.

SEE ATTACHMENTS ON PAGES 300 - 301

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

19. Receive and File Certificate of Completion Commissioners Court Advanced Curriculum for Commissioner Brent Weaver. Commissioner Weaver has successfully completed all phases of the curriculum for a total of 64 credits through the Lyndon B. Johnson School of Public Affairs, The University of Texas, Austin, Texas Association of Counties, V.G. Young Institute of County Government, Texas A&M University, County Judges and Commissioners Association of Texas and the continuing education provisions of Article 81.0025 of the Texas Local Government Code.

SEE ATTACHMENTS ON PAGES 302 - 303

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

20. Consider, possibly approve and authorize the County Judge to execute an Inter-local Agreement between Jefferson County, Texas and the City of Port Arthur, Texas relating to Downtown Tax Increment Reinvestment Zone No.1.

SEE ATTACHMENTS ON PAGES 304 - 313

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

21. Consider, possibly approve and authorize the County Judge to execute and receive and file an Amended Professional Services Contract between Jefferson County, Texas and Tim Richardson for Gulf Restoration Projects.

SEE ATTACHMENTS ON PAGES 314 - 322

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

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

SEE ATTACHMENTS ON PAGES 323 - 323

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

23. Consider and possibly approve a Proclamation for The March of Dimes.

SEE ATTACHMENTS ON PAGES 324 - 324

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

24. Consider and possibly approve Jefferson County Hotel Occupancy Tax grant allocation recommendation for the following emergency grant: U.S. Twirling Association Requested amount: $13,329 Recommended amount $10,000

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

25. Consider, possibly approve and authorize the County Judge to execute a Meter Pump Station Easement from Jefferson County, Texas to the City of Port Arthur to be located at Walter Umphrey State Park, Mesquite Point.

SEE ATTACHMENTS ON PAGES 325 - 333

Action: TABLED

26. Consider, possibly approve and authorize the County Judge to execute a Permanent Easement between Jefferson County, Texas and Sabine Pass Liquefaction LLC for a waterline pipeline easement at Walter Umphrey State Park, Mesquite Point.

SEE ATTACHMENTS ON PAGES 334 - 363

Action: TABLED

27. Consider and possibly approve and authorize the County Judge to execute an Air Monitoring Site Agreement between the Texas Commission on Environmental Quality and Jefferson County to be located at the Jack Brooks Regional Airport.

SEE ATTACHMENTS ON PAGES 364 - 369

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

COUNTY TREASURER:

28. Receive and File Investment Schedule for October, 2014, including the year to date total earnings on County funds.

SEE ATTACHMENTS ON PAGES 370 - 372

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

29. Consider, review and possibly approve, receive and file the 2014-2015 Jefferson County Investment Policy and Procedures.

SEE ATTACHMENTS ON PAGES 373 - 469

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

ENGINEERING:

30. Receive and file GLO Contract 15-075-000-8730, CEPRA No. 1577, which is for Keith Lake Fish Pass.

SEE ATTACHMENTS ON PAGES 470 - 492

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

31. Consider, approve and file a Donation Deed accepting Simino Road identified as Tract #7 of Easy Acres Phase 1, Clerk's File No 2014034072, located in Commissioner Precinct No. 3. The length of the road is approximately 2,338 feet.

SEE ATTACHMENTS ON PAGES 493 - 495

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

SHERIFF'S DEPARTMENT:

32. Consider and possible adopt a Resolution recognizing Joan M. Siragusa for 20 years and 9 months of dedicated service as an Office Specialist for the Jefferson County Sheriff's Office and to the citizens of Jefferson County and wishing her well in her retirement.

SEE ATTACHMENTS ON PAGES 496 - 497

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

33. Consider and possible adopt a Resolution recognizing Elizabeth A. Clayton for 25 years and 6 months of dedicated service as a Corrections Officer for the Jefferson County Sheriff's Office and to the citizens of Jefferson County and wishing her well in her retirement.

SEE ATTACHMENTS ON PAGES 498 - 499

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

34. Consider and possible adopt a Resolution recognizing Lige Darrell Clayton for 32 years and 4 months of dedicated service as a Deputy for the Jefferson County Sheriff's Office and to the citizens of Jefferson County and wishing him well in his retirement.

SEE ATTACHMENTS ON PAGES 500 - 501

Motion by: Commissioner Arnold
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner 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.

_____

Jeff R. Branick
County Judge

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE
Advertisement for Invitation for Bids

October 6, 2014

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 14-045/JW, Keith Lake Fish Pass Baffle. **Specifications for this project may be obtained for a non-refundable fee of $25.00 from the Jefferson County Engineering Department, 1149 Pearl Street, 5th Floor, Beaumont, Texas. Contact Mr. Donald Rao at 409-835-8584.**

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

BID NAME:	**Keith Lake Fish Pass Baffle**
BID NO:	**IFB 14-045/JW**
DUE DATE/TIME:	**11:00 AM, Tuesday, November 4, 2014**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department**
	1001 Pearl Street, 3rd Floor
	Beaumont, Texas 77701

There will be a mandatory pre-bid conference at 10:00 AM on Tuesday, October 21, 2014. The conference will be held in the Jefferson County Engineering Department Conference Room located on the fifth floor of the Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas 77701.

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

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – October 8th and October 15th, 2014

JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT

1001 Pearl Street – Third Floor
Beaumont, Texas 77701
409-835-8593

ADDENDUM TO IFB

IFB Number: 14-045/JW

IFB Title: Keith Lake Fish Pass Baffle

IFB Due: **11:00 am, Tuesday, November 4, 2014**

Addendum No.: 1

Issued (Date): November 3, 2014

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

Reason for Issuance of this addendum: To add the following modification to the legal notice. "Within ten (10) days after the date of the signing of a contract, the bidder shall furnish a performance bond to the County for the full amount of the contract, if the contract exceeds one hundred thousand dollars ($100,000). If the contract is for one hundred thousand dollars ($100,000) or less, the County may provide that no money be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County."

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

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

ATTEST:

Witness

Witness

Approved by ____ Date: 11/3/14

Authorized Signature (Bidder)

Executive Vice President
Title of Person Signing Above

Jay E. Luhr
Typed Name of Business or Individual

Columbia, IL 62236
Address

IFB 14-045/JW
Keith Lake Fish Pass Baffle
Bids due: 11:00 AM, November 4, 2014

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

Instructions to Bidders

1. Bid Submission

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

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

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

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

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

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

2. Courthouse Security

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

3. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

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

4. Signatures

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

5. County Holidays – 2014:

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

December 25-26	Thursday-Friday	Christmas

6. Rejection or Withdrawal

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

7. Award

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

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

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

8. Contract

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

9. Waiver of Subrogation

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

10. Fiscal Funding

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

11. Bid Results

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page (http://co.jefferson.tx.us/ purchasing/main.htm)

as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Department.

12. Changes and Addenda to Bid Documents

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

13. Specifications

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

14. Delivery

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

15. Interpretation of Bid and/or Contract Documents

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

16. Currency

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

17. Pricing

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

18. Notice to Proceed/Purchase Order

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

19. Certification

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

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

20. Definitions

"County" – Jefferson County, Texas.

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

21. Minority-Women Business Enterprise Participation

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

General Terms and Conditions Of Bidding and Terms Of Contract

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

1. Bidding

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

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

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

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

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

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

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

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

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

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

1.11 Tax Exempt Status. Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net,

exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

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

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

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

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

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

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

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

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

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

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

2. Performance

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

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

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

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

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

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

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

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

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

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

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

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

2.13 Acceptability. All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified

to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

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

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

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

3. Purchase Orders and Payment

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

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

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

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

4. Contract

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

4.2 Contract Agreement. Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award.

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

4.4 Price Re-determination. A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

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

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

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

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

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

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

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

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

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

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. **Bid Requirement**

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

2. **Multiple Vendor Award**

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

3. **Delivery**

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

4. **Payment**

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

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

5. **Usage Reports**

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

6. **Insurance**

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

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

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

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

Minimum Insurance Requirements

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

7. Workers' Compensation Insurance

7.1 Definitions:

7.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

7.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

7.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

7.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

7.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 6 above.

7.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

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

7.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

7.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

7.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

7.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

7.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

7.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

7.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

7.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

7.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

7.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

7.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

7.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

7.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

7.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

7.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 7.1. – 7.7., with the certificates of coverage to be provided to the person for whom they are providing services.

7.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

7.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: Jefferson County Engineering Dept., TX

Address: 1149 Pearl St., 5th Floor, Beaumont, TX

Contact Person and Title: Don Rao, County Engineer

Phone: 409-835-8584 Fax: 409-835-8718

Contract Period: Summer of 2013 Scope of Work: Breakwaters at Pleasure Island, TX

REFERENCE TWO

Government/Company Name: New Orleans Dist., Corps of Eng., Lafayette Area Office

Address: 646 Cajundome Blvd., Suite 301, Lafayette, LA 70506

Contact Person and Title: Ted Eilts, Area Engineer

Phone: 337-291-3030 Fax: 337-291-3040

Contract Period: 2012 Scope of Work: 2012 Stone Bank Paving, MS River & Tribs

REFERENCE THREE

Government/Company Name: Galveston Dist., Corps of Engineers

Address: 2000 Fort Pt. Rd., Galveston, TX 77550

Contact Person and Title: Al Meyer

Phone: 409-766-3145 Fax: 409-766-3961

Contract Period: Scope of Work: Ongoing projects with Galveston Corps of Engineers

Bidder Shall Return Completed Form with Offer.

Signature Page

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

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

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

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

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

Luhr Bros., Inc. Bidder (Entity Name)	Michael A Luhr Signature
250 W. Sand Bank Rd. (P.O. Box 50) Street & Mailing Address	Michael A. Luhr Print Name
Columbia, IL 62236 City, State & Zip	10/31/14 Date Signed
618-281-4106 Telephone Number	618-281-8930 Fax Number
bshaw@luhr.com E-mail Address	

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity. By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code. A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.	OFFICE USE ONLY
1. Name of person doing business with local governmental entity. None	

2. ☐ Check this box is you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

None

4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

None

Bidder Shall Return Completed Form with Offer.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ
Page 2

For vendor or other person doing business with local government entity

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.) None

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

D. Describe each affiliation or business relationship:

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

None

7.

Michael A. Luhr

Michael A. Luhr, President
Signature of person doing business with the governmental entity

10/31/14
Date

Bidder Shall Return Completed Form with Offer.

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

Did the Prime Contractor/Consultant . . .

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

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

Michael A. Luhr
Printed Name of Authorized Representative

Michael A Luhr
Signature

President
Title

10/31/14
Date

Bidder Shall Return Completed Form with Offer.

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

This information must be submitted with your bid.

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

☐ Yes ☒ No

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

Contractor Name: Luhr Bros., Inc. HUB: ~~Yes~~ (☐ No)

Address: 250 W. Sand Bank Rd., Columbia, IL 62236
Street City State Zip

Phone (with area code): (618) 281-4106 Fax (with area code): (618) 281-8930

Project Title & No.: Keith Lake Fish Pass Baffle - IFB 14-045/JW

Prime Contract Amount: $ 2,727,156.00

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

Michael A. Luhr, President	Michael A Luhr	10/31/14
Printed Name of Contractor Representative	Signature of Representative	Date
_____	_____	_____
Printed Name of HUB	Signature of Representative	Date

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

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

This information must be submitted with your bid.

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

Prime Contractor: Luhr Bros., Inc. HUB: ☐ Yes ☒ No

HUB Status (Gender & Ethnicity): N/A

Address: 250 W. Sand Bank Rd., Columbia, Illinois 62236
Street City State Zip

Phone (with area code): (618) 281-4106 Fax (with area code): (618) 281-8930

Project Title & No.: Keith Lake Fish Pass Baffle IFB/RFP No.: IFB 14-045/JW

Total Contract: $ 2,727,156.00 Total HUB Subcontract(s): $-0-

Construction HUB Goals: 12.8% MBE:: -0- % 12.6% WBE: -0- %

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

LUHR BROS., INC.
CONTRACTORS
Heavy Construction & Marine Services
PO Box 50 Columbia, Illinois 62236-0050
Phone (618) 281-4106
FAX (618) 281-4288

November 3, 2014

Keith Lake Fish Pass Baffle
IFB 14-045/JW
Jefferson County Purchasing Department

Good Faith Effort

HUB Subcontract Participation

This enclosure is inserted into our proposal to document the good faith efforts performed by Luhr Bros., Inc. to solicit HUB Subcontracting for the above subject project. We have enclosed for your reference the correspondence with 21 different firms. We solicited subcontract activities on numerous parts of the project including possibly trucking of stone to the site. We received no positive replies regarding a quotation from the 21 firms. As a matter of practice, we have found that many times firms will elect to wait until a company is awarded a contract before providing actual quotations for work. Luhr Bros., Inc. will make every effort to utilize HUB business on the project, if awarded the contract. We will continue soliciting participation from any firm wishing to provide subcontract work on the project.

We hope you will consider our activities are a good faith effort and will allow our proposal to be accepted if we are the low bidder on the project. We would be happy to further discuss this matter with you at your convenience.

MBE/WBE/Contractors contacts for Keith Lake Pass Baffle

Company	Expertise	Contact	Number	Date Contacted	Bidding	Notes
Chaney Trucking	Trucking	Mary Fairchild	409-832-4160	10/30/2014	Yes	Trucking- NON DBE
Crabtree Barricade System	Signage	Heather			Yes	Signs-DBE
Coastal Industrial Services	Gas refinery's	Christine Sonnier	409-736-3791	Called	No	
Gulf Coast Full circle enterprises		Alice Lindsey	409-543-1643	10/27/2014	?	emailed- no response
Ja-con Mat		Sheila Waller	409-722-0886	10/27/2014	?	emailed- no response
Salenga Constrcution		Rickie C Salenga	409-722-0568	10/27/2014	?	emailed- no response
Solis Trucking	Trucking	Adrian Solis	409-892-4804	10/27/2014	?	emailed- no response
TB Transport	Trucking	Terry Brown	409-454-1782	10/27/2014	?	emailed- no response
WB Constrcution and Sons	contracting	Wallace Batiste	409-840-9220	10/27/2014	NO	Commercial Contractor- no scope
Texas Hubs	HUB Businesses			10/27/2014	?	emailed- no response
B&E Resources	Trucking	Jennifer Branch	409-994-2653	10/27/2014	?	emailed- no response
Special Fuel Services, Inc	Fuel	Farah Sanders	409-246-2686	10/27/2014	?	emailed- no response
MJ Cargile Trucking	Trucking	Melvin Cargile	409-753-7676	10/27/2014	?	emailed- no response
Diamond Trucking	Trucking	Christy Simmons	409-769-7373	10/27/2014	NO	Got rid of her trucks
Manuel Trucking	Trucking	Lacriessa Revia	409-233-2003	10/27/2014	?	emailed- no response
Called the following Truckers						
TB Transport			409-454-1782	10/30/2014	?	Voice mail full
SC Trucking			409-828-0543	10/30/2014	?	Left Message
Myrick		Brett	409-882-4149	10/30/2014	?	Left Message
C&B Trucking			409-792-0197	10/30/2014	NO	To far from the job
Boyett Inc			409-792-0197	10/30/2014	?	no response

Matt Gardner

From: Matt Gardner
Sent: Monday, October 27, 2014 3:20 PM
To: 'rmauimomma@aol.com'
Subject: Keith Lake Fish Pass Baffle

We are going to be bidding the project called Keith Lake Fish Pass Baffle for Jefferson County Purchasing Department.
We were wondering if you would be interested in giving LBI a quote for trucking?
We have to excavate and truck existing material on site and place 2200 LB riprap. Would you have trucks that could haul this material?
Please let me know if you would be interested in bidding this?
Thanks Matt

Matt Gardner
Project Manager
Luhr Bros
618-281-4106
618-281-4288 (Fax)
314-581-6240 (cell)
mgardner@luhr.com

Matt Gardner

From: Matt Gardner
Sent: Monday, October 27, 2014 2:13 PM
To: 'allrubi2006@yahoo.com'
Subject: Keith Lake Fish Pass Baffle

We are going to be bidding the project called Keith Lake Fish Pass Baffle for Jefferson County Purchasing Department.
We were wondering if you would be interested in giving LBI a quote for trucking?
We have to excavate and truck existing material on site and place 2200 LB riprap. Would you have trucks that could haul this material?
Please let me know if you would be interested in bidding this?
Thanks Matt

Matt Gardner
Project Manager
Luhr Bros
618-281-4106
618-281-4288 (Fax)
314-581-6240 (cell)
mgardner@luhr.com

Matt Gardner

From: Matt Gardner
Sent: Thursday, October 30, 2014 2:15 PM
To: 'Pbrister@chaneytrucking.com'
Subject: FW: Keith Lake Fish Pass Baffle

We are going to be bidding the project called Keith Lake Fish Pass Baffle for Jefferson County Purchasing Department. We were wondering if you would be interested in giving LBI a quote for trucking? The project is located of Hwy 87 and Keith lake- east of the Sabine Pass. We would be looking for an hourly rate that you would charge.
We have to excavate and truck existing material on site and place 2200 LB riprap. Would you have trucks that could haul this material?
Please let me know if you would be interested in bidding this?
Thanks Matt

Matt Gardner
Project Manager
Luhr Bros
618-281-4106
618-281-4288 (Fax)
314-581-6240 (cell)
mgardner@luhr.com

Matt Gardner

From: Matt Gardner
Sent: Monday, October 27, 2014 2:12 PM
To: 'jaconmat@sbcglobal.net'
Subject: Keith Lake Fish Pass Baffle

We are going to be bidding the project called Keith Lake Fish Pass Baffle for Jefferson County Purchasing Department.
We were wondering if you would be interested in giving LBI a quote for trucking?
We have to excavate and truck existing material on site and place 2200 LB riprap. Would you have trucks that could haul this material?
Please let me know if you would be interested in bidding this?
Thanks Matt

Matt Gardner
Project Manager
Luhr Bros
618-281-4106
618-281-4288 (Fax)
314-581-6240 (cell)
mgardner@luhr.com

Matt Gardner

From: Matt Gardner
Sent: Monday, October 27, 2014 2:10 PM
To: 'Tamm611@aol.com'
Subject: Keith Lake Fish Pass Baffle

We are going to be bidding the project called Keith Lake Fish Pass Baffle for Jefferson County Purchasing Department.
We were wondering if you would be interested in giving LBI a quote for trucking?
We have to excavate and truck existing material on site and place 2200 LB riprap. Would you have trucks that could haul this material?
Please let me know if you would be interested in bidding this?
Thanks Matt

Matt Gardner
Project Manager
Luhr Bros
618-281-4106
618-281-4288 (Fax)
314-581-6240 (cell)
mgardner@luhr.com

Matt Gardner

From: Matt Gardner
Sent: Monday, October 27, 2014 2:06 PM
To: 'SOLIS.TRUCKING@GMAIL.COM'
Subject: Keith Lake Fish Pass Baffle

We are going to be bidding the project called Keith Lake Fish Pass Baffle for Jefferson County Purchasing Department.
We were wondering if you would be interested in giving LBI a quote for trucking?
We have to excavate and truck existing material on site and place 2200 LB riprap. Would you have trucks that could haul this material?
Please let me know if you would be interested in bidding this?
Thanks Matt

Matt Gardner
Project Manager
Luhr Bros
618-281-4106
618-281-4288 (Fax)
314-581-6240 (cell)
mgardner@luhr.com

Matt Gardner

From: Matt Gardner
Sent: Monday, October 27, 2014 2:08 PM
To: 'tbrown1009@yahoo.com'
Subject: Keith Lake Fish Pass Baffle

We are going to be bidding the project called Keith Lake Fish Pass Baffle for Jefferson County Purchasing Department.
We were wondering if you would be interested in giving LBI a quote for trucking?
We have to excavate and truck existing material on site and place 2200 LB riprap. Would you have trucks that could haul this material?
Please let me know if you would be interested in bidding this?
Thanks Matt

Matt Gardner
Project Manager
Luhr Bros
618-281-4106
618-281-4288 (Fax)
314-581-6240 (cell)
mgardner@luhr.com

Matt Gardner

From: Matt Gardner
Sent: Monday, October 27, 2014 2:09 PM
To: 'info@wbconstructioninc.com'
Subject: Keith Lake Fish Pass Baffle

We are going to be bidding the project called Keith Lake Fish Pass Baffle for Jefferson County Purchasing Department.
We were wondering if you would be interested in giving LBI a quote for trucking?
We have to excavate and truck existing material on site and place 2200 LB riprap. Would you have trucks that could haul this material?
Please let me know if you would be interested in bidding this?
Thanks Matt

Matt Gardner
Project Manager
Luhr Bros
618-281-4106
618-281-4288 (Fax)
314-581-6240 (cell)
mgardner@luhr.com

Matt Gardner

From: Matt Gardner
Sent: Monday, October 27, 2014 2:43 PM
To: 'info@texashubs.org'
Subject: Keith Lake Fish Pass Baffle

Good Afternoon:
We are going to be bidding the project called Keith Lake Fish Pass Baffle for Jefferson County Purchasing Department. I was wandering if you could direct me in the right direction to find a list of HUB Businesses in the area who may be interested in giving us a quote for apart of the project. I went online and did a search for HUB Business and only found 8 companies, in this area and that fell under Heavy Construction other than building. Is there a master list of all HUB businesses? I want to make sure I'm reaching out to the right contractors.
Thanks for your help
Matt

Matt Gardner
Project Manager
Luhr Bros
618-281-4106
618-281-4288 (Fax)
314-581-6240 (cell)
mgardner@luhr.com

Matt Gardner

From: Matt Gardner
Sent: Monday, October 27, 2014 3:28 PM
To: 'jenniferbranch@berltd.com'
Subject: Keith Lake Fish Pass Baffle

We are going to be bidding the project called Keith Lake Fish Pass Baffle for Jefferson County Purchasing Department.
We were wondering if you would be interested in giving LBI a quote for trucking?
We have to excavate and truck existing material on site and place 2200 LB riprap. Would you have trucks that could haul this material?
Please let me know if you would be interested in bidding this?
Thanks Matt

Matt Gardner
Project Manager
Luhr Bros
618-281-4106
618-281-4288 (Fax)
314-581-6240 (cell)
mgardner@luhr.com

Matt Gardner

From: Matt Gardner
Sent: Monday, October 27, 2014 3:32 PM
To: 'SFS1420@MSN.COM'
Subject: Keith Lake Fish Pass Baffle

We are going to be bidding the project called Keith Lake Fish Pass Baffle for Jefferson County Purchasing Department.
We were wondering if you would be interested in giving LBI a quote for trucking?
We have to excavate and truck existing material on site and place 2200 LB riprap. Would you have trucks that could haul this material?
Please let me know if you would be interested in bidding this?
Thanks Matt

Matt Gardner
Project Manager
Luhr Bros
618-281-4106
618-281-4288 (Fax)
314-581-6240 (cell)
mgardner@luhr.com

Matt Gardner

From: Matt Gardner
Sent: Monday, October 27, 2014 3:46 PM
To: 'cargilemj@yahoo.com'
Subject: Keith Lake Fish Pass Baffle

We are going to be bidding the project called Keith Lake Fish Pass Baffle for Jefferson County Purchasing Department.
We were wondering if you would be interested in giving LBI a quote for trucking?
We have to excavate and truck existing material on site and place 2200 LB riprap. Would you have trucks that could haul this material?
Please let me know if you would be interested in bidding this?
Thanks Matt

Matt Gardner
Project Manager
Luhr Bros
618-281-4106
618-281-4288 (Fax)
314-581-6240 (cell)
mgardner@luhr.com

Matt Gardner

From: christy-simmons@sbcglobal.net
Sent: Monday, October 27, 2014 6:33 PM
To: Matt Gardner
Subject: Re: Keith Lake Fish Pass Baffle

Thank you for asking for a bid but I closed my trucking company.
Christy Simmons Mitchell
Diamond Trucking

Sent from my HTC One on the Verizon Wireless 4G LTE network

----- Reply message -----
From: "Matt Gardner" <mgardner@luhr.com>
To: "christy-simmons@sbcglobal.net" <christy-simmons@sbcglobal.net>
Subject: Keith Lake Fish Pass Baffle
Date: Mon, Oct 27, 2014 3:19 PM

We are going to be bidding the project called Keith Lake Fish Pass Baffle for Jefferson County Purchasing Department.
We were wondering if you would be interested in giving LBI a quote for trucking?
We have to excavate and truck existing material on site and place 2200 LB riprap. Would you have trucks that could haul this material?
Please let me know if you would be interested in bidding this?
Thanks Matt

Matt Gardner
Project Manager
Luhr Bros
618-281-4106
618-281-4288 (Fax)
314-581-6240 (cell)
mgardner@luhr.com

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet **(Duplicate as Needed)**

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): Michael A. Luhr

Title: President

Signature: Michael A Luhr

Date: 10/31/14

E-mail address: bshaw@luhr.com

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

Name (print or type): William Shaw

Title: Vice President

Date: 10/31/14

E-mail address: bshaw@luhr.com

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

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

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that _____ [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

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

Taxpayer Identification Number (T.I.N.):	37-0644441
Company Name submitting bid/proposal:	Luhr Bros., Inc.
Mailing address:	P.O. Box 50, Columbia, IL 62236
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

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

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

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

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

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

STATE OF Illinois COUNTY OF Monroe

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

on this day personally appeared Michael A. Luhr (name), who

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

"I, Michael A. Luhr (name) am a duly authorized officer of/agent

for Luhr Bros., Inc. (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Luhr Bros., Inc. (name of firm).

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

Name and address of bidder: Luhr Bros., Inc.,

P.O. Box 50, Columbia, IL 62236

Fax: 618-281-8930 Telephone# 618-281-4106

by: Michael A. Luhr (print name) Title: President

Signature: Michael A Luhr

SUBSCRIBED AND SWORN to before me by the above-named Michael A. Luhr on

this the 31st day of October, 2014.

Jean A. Fehr

Notary Public in and for the State of Illinois

Bidder Shall Return Completed Form with Offer.

OFFICIAL SEAL
State of Illinois
Jean A. Fehr, Notary Public
My Commission Expires February 27,2015

CONTRACT

This agreement made this _____ day of _____, 201_, by and between the County of Jefferson, Texas represented by the County Judge, party of the first part, and _____ his/their executors, administrators, heirs, successors or assigns, the Contractor, party of the second part.

WHEREAS, the County desires to enter into a contract for the pavement improvements as shown and described in the plans, specifications and special provisions included herein, and

WHEREAS, the Contractor has been engaged in and now does such work and represents that he is fully equipped, competent and capable of performing the desired and herein outlined work and is ready and willing to perform such work in accordance with the unit prices listed herein and the provisions of the herein included specifications, special provisions and plans, now

WITNESSETH: That for and in consideration of the unit prices listed herein, a part of this contract, the Contractor agrees to do, at his own proper cost and expense, all the work necessary for the roadway improvement as shown and described in the plans and in accordance with the provisions of the specifications and special provisions which are a part of this contract.

Time for completion of this contract shall be computed beginning on the effective date given in the Notice to Proceed.

The work to be constructed under this contract shall be completed in 60 working days.

And the County, in consideration of the full and true performance of said work by the Contractor, hereby agrees and binds itself to pay the Contractor for the quantities of work performed in compliance with this contract at the respective unit prices set forth herein, subject to adjustment as herein provided. The following items of work and respective unit prices are those contained in the original proposal and are a part of this contract. The County limits its obligation hereunder to the funds available.

The Contractor expressly warrants that he has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement, or in compensation for services in connection therewith, any brokerage commission or percentage upon the amount receivable by him hereunder; and that he has not in estimating the contract price demanded by him, included any sum by reason of any such brokerage, commission or percentage; and that all moneys payable to him hereunder are free from all obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the County or for deduction from any sum due or to become

due thereunder an amount equal to any brokerage commission or percentage so paid or agreed to be paid or both.

In the employment of labor in the performance of this contract, preference shall be given, other conditions being equal, to honorably discharged service personnel, but no other preference or discrimination among citizens of the United States shall be made.

It is acknowledged and agreed by the parties hereto that this contract is the full and complete contract for the construction of the work called for and described herein.

IN WITNESS WHEREOF, the parties hereto have set their hands the date herein named.

COUNTY OF JEFFERSON
Party of the First Part

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs hereto approved and authorized by the Commissioner's Court of Jefferson County:

By: _____
County Judge

RECOMMENDED FOR EXECUTION:

_____
Director of Engineering

CONTRACTOR
Party of the Second Part

By: _____

_____
(Title)

Bidder Information Form

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

Project Name:
(IFB 14-045/JW), Keith Lake Fish Pass Baffle

Bidder's Company/Business Name: Luhr Bros., Inc.

Bidder's TAX ID Number: 37-0644441

Contact Person: William Shaw **Title:** Vice President

Phone Number (with area code): 618-281-4106

Alternate Phone Number if available (with area code): 618-792-4999

Fax Number (with area code): 618-281-8930

Email Address: bshaw@luhr.com

Please provide a physical address for bid bond return:

Luhr Bros., Inc.

250 W. Sand Bank Rd.

Columbia, IL 62236

PROPOSAL TO JEFFERSON COUNTY

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

WORK CONSISTING OF GRADING, DREDGING, AND RIPRAP IN JEFFERSON COUNTY, TEXAS

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

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

It is further understood that the work is to be completed in full in 60 working days.

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

N/A (Dollars) (N/A)

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

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

BID PROPOSAL MUST NOT BE DISASSEMBLED

NOTICE TO THE BIDDER

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

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

Name of Bidder: Luhr Bros., Inc.

By: Michael A Luhr
Michael A. Luhr, President

$ 2,727,156.00
Total Bid Amount

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

BID FORM
INSTRUCTIONS SHEET

BID FORM INSTRUCTIONS:

In the "Unit Bid Price Only" Column: Write the words of the **Per Unit** Bid Price. **Do Not** write in your total price for the line item.

In the "Item Total" Column: Write in the Numbers of the Item Total.
The Item Total should equal the Unit Bid Price multiplied by the Approx. Quantities

Example: You want to bid $15.00 per LF for Removing Conc (Curb)
Note the Item Total is calculated by: $15.00 (Unit Bid Price) X 466.00 (Approx. Quantities) = $6,990.00

Total Bid Amount: Take each calculated Item Total per line and add together for the Total Bid Amount located on the Notice to the Bidder Page.

ALT.	ITEM CODE			UNIT BID PRICE ONLY	UNIT	APPROX.	ITEM
	ITEM NO.	CODE	S.P. NO.	WRITTEN IN WORDS		QUANTITIES	TOTAL
	104	2021		REMOVING CONC (CURB)	LF	466.00	
				Fifteen DLRS EXAMPLE			$6,990.00
				AND No CENTS			

Unit price for each linear foot of Concrete Curb Removed

BID FORM

PROJECT: KEITH LAKE FISH PASS BAFFLE

PROPOSAL SHEET

JEFFERSON COUNTY

ALT.	ITEM CODE			UNIT BID PRICE ONLY	UNIT	APPROX.	ITEM
	ITEM NO.	CODE	S.P. NO.	WRITTEN IN WORDS		QUANTITIES	TOTAL
	0132	2005		EMBANKMENT (FINAL)(ORD COMP)(1 Y C)	CY	80.00	
				Twenty DLRS			
				AND -0- CENTS			$ 1,600.
	0432	2019		RIPRAP (STONE PROTECTION)(12 IN)	CY	3,582.00	
				One hundred fifty DLRS			
				AND -0- CENTS			$ 537,300.
	0432	2024		RIPRAP (STONE PROTECTION)(30 IN)	CY	10,028.00	
				One hundred sixty DLRS			
				AND -0- CENTS			$1,604,480.
	0500	2001		MOBILIZATION	LS	1.00	
				Two hundred fifty thousand DLRS			
				AND -0- CENTS			$ 250,000.
	5000	2001		GEOGRID COMPOSITE	SY	5,512.00	
				Twenty-three DLRS			
				AND -0- CENTS			$ 126,776.
	7652	2001		DREDGING	CY	9,000.00	
				Twenty-three DLRS			
				AND -0- CENTS			$ 207,000.
				-0- DLRS	0	0.00	
				AND -0- CENTS			$ -0-
				Note - This total should match the "Total Bid Amount" shown on the Notice to the Bidder sheet		TOTAL =	$2,727,156.

ENGINEER SEAL

The enclosed Texas Department of Transportation Specifications, Special Specifications, Special Provisions, General Notes and Specification Data in this document have been selected by me, or under my responsible supervision as being applicable to this project. Alteration of a sealed document without proper notification to the responsible engineer is an offense under the Texas Engineering Practice Act.

The seal appearing on this document was authorized by Bradley Steven Stafford, P.E. October 1, 2014

General Notes:

All activities shall comply with requirements of the Corps of Engineers Permit No. SWG-2013-00841.

Place temporary wood pallets for construction vehicles to cross the parking area adjacent to the Keith Lake boat ramp.

All hauling of materials (including authorized waste) will not be paid for directly, but shall be considered as subsidiary to the bid items involved.

Assume ownership for all designated waste material and dispose of it at a place off of the right of way, as approved by the Engineer.

The Contractor will maintain the existing and proposed sections of highway and its appurtenances which are to be constructed, reconstructed or modified in this project. Protect all areas of the right of way which are not included in the actual limits of the proposed construction areas from destruction. Repair any areas damaged by the contractor's forces at his/her expense.

Place no construction signs in conflict with existing signs.

Provide a Contractor's Responsible Person and a phone number for emergency contact.

The Contractor shall be responsible for all testing and sampling of materials.

Collect and dispose of all litter deposited by construction operations including cans, bottles, paper, plastic items, metal scraps, lumber, etc. from within the project right of way or as directed. Properly dispose of all collected litter. Litter pickup will not be measured or paid for directly, but will be considered subsidiary to the various bid items in this contract.

Item 132: Embankment

Provide Type C embankment material meeting either the requirements shown below:

1. Liquid Limit – LL ≤45
2. Plasticity Index – 8 ≤ PI ≤ 20
3. A cohesionless sand will not be permitted.

Item 432: Riprap

Broken concrete may not be used for riprap.

Item 502: Barricades, Signs, & Traffic Handling

Do not leave equipment (that is not in use) closer than 30' from the highway edge.

Construct all work zone signs, sign supports, and barricades from material other than wood unless approved by the Engineer. Galvanize steel supports if used.

Aluminum signs, if used, will meet the following minimum thickness requirements:

Square Feet	Minimum Thickness
Less than 7.5	0.080 inches
7.5 to 15	0.100 inches
Greater than 15	0.125 inches

Maintain all barricades and warning signs, including all temporary and portable traffic control devices necessary during the various phases of construction, in accordance with the BC and TCP standards in the plans, the latest version of the Texas Manual on Uniform Traffic Control Devices, and/or as directed by the Engineer.

Furnish additional barricades and signs to maintain traffic and motorists' safety when directed by the Engineer. Any such additional signs and barricades will be considered subsidiary to Item 502.

After completion of the project, when removing the barricades and signs, fill in any holes left by the sign supports or barricades and restore the area, in which the signs were removed, to its original condition.

Item 7652: Dredging

Construction of the baffle will require dredging/excavation for proper placement of the structure below the existing surface. It is the Contractor's responsibility to familiarize himself with the project site conditions, prior to bidding, in order to determine ability perform the required placement of stonework specified.

The Contractor may encounter obstructions during excavation, such as submerged stone, stumps, timber piles and debris. All debris resulting from the dredging shall be separated from the earthen materials and removed from the site of work and disposed of in a manner approved by the Engineer.

Methods of dredging and excavation shall be utilized that minimize turbidity levels, such as reducing the speed at which the crane or excavator lowers and raises the bucket through the water column and reducing the speed at which the materials are removed and disposed of with the bucket.

JEFFERSON COUNTY

GOVERNING SPECIFICATIONS AND SPECIAL SPECIFICATIONS

ALL SPECIFICATIONS AND SPECIAL PROVISIONS APPLICABLE TO THIS PROJECT ARE IDENTIFIED AS FOLLOWS:

STANDARD SPECIFICATIONS: ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION JUNE 1, 2004. STANDARD SPECIFICATIONS ARE INCORPORATED INTO THE CONTRACT BY REFERENCE.

ITEMS 1 TO 9 INCL., GENERAL REQUIREMENTS AND COVENANTS
ITEM 132 EMBANKMENT (100) (204) (210) (216) (400)
ITEM 432 RIPRAP
ITEM 500 MOBILIZATION

SPECIAL PROVISIONS: SPECIAL PROVISIONS WILL GOVERN AND TAKE PRECEDENCE OVER THE SPECIFICATIONS ENUMBERED HEREON WHEREVER IN CONFLICT THEREWITH.

WAGE RATES

SPECIAL SPECIFICATIONS:

ITEM 5000 GEOGRID COMPOSITE
ITEM 7652 DREDGING

GENERAL: THE ABOVE-LISTED SPECIFICATION ITEMS ARE THOSE UNDER WHICH PAYMENT IS TO BE MADE. THESE, TOGETHER WITH SUCH OTHER PERTINENT ITEMS, IF ANY, AS MAY BE REFERRED TO IN THE ABOVE-LISTED SPECIFICATION ITEMS, AND INCLUDING THE SPECIAL PROVISIONS LISTED ABOVE, CONSTITUTE THE COMPLETE SPECIFICATIONS FOR THIS PROJECT.

General Decision Number: TX140075 01/03/2014 TX75

Superseded General Decision Number: TX20130075

State: Texas

Construction Type: Heavy Dredging

Counties: Texas Statewide.

DREDGING PROJECTS ALONG THE TEXAS GULF COAST AREA INCLUDING ALL PUBLIC CHANNELS, HARBORS, RIVERS, TRIBUTARIES AND THE GULF INTRACOASTAL WATERWAYS

Modification Number	Publication Date
0	01/03/2014

* SUTX1994-001 01/18/1994

	Rates	Fringes
Derrick Operator	$ 7.25	
Dozer Operator	$ 7.25	
Dredge 16" and Over		
DECKHAND	$ 7.25	
DREDGE TENDER OPERATOR	$ 7.25	
FIREMAN	$ 7.25	
FIRST ASSISTANT ENGINEER	$ 7.25	
LEVERMAN	$ 7.25	
OILER	$ 7.25	
SECOND ASSISTANT ENGINEER	$ 7.25	
SHOREMAN	$ 7.25	
THIRD ASSISTANT ENGINEER	$ 7.25	
TRUCK DRIVER	$ 7.25	
WELDER	$ 7.25	
Dredge Under 16"		
DECKHAND	$ 7.25	
DREDGE TENDER OPERATOR	$ 7.25	
LEVERMAN	$ 7.25	
OILER	$ 7.25	
WELDER	$ 7.25	
Hydraulic Dredging		
FIRST COOK	$ 7.25	
HANDYMAN	$ 7.25	
JANITOR - CABIN PERSON	$ 7.25	
MESS PERSON	$ 7.25	
SECOND COOK	$ 7.25	
Marsh Buggy Dragline		
OILER	$ 7.25	
OPERATOR	$ 7.25	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the

survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative

Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

==========

END OF GENERAL DECISION

General Decision Number: TX140078 01/03/2014 TX78

Superseded General Decision Number: TX20130078

State: Texas

Construction Type: Heavy

Counties: Jefferson and Orange Counties in Texas.

FLOOD CONTROL, including: Breakwaters, Channels, Channel Cut-offs, Dikes, Drainage Projects, Flood Control Projects, Irrigation Projects, Jetties, Land Drainage (not incidental to other construction), Land Leveling (not incidental to other construction), Land Reclamation, Levees, Pipelines, Ponds Pumping Stations (prefabricated drop-in not building), Revetments.

Modification Number	Publication Date
0	01/03/2014

* SUTX1990-035 01/31/1990

	Rates	Fringes
CARPENTER	$ 10.965	.90
Heavy Equipment Operator: Heavy duty mechanic, blade grader (self-propelled), bull clam, backfiller, derrick (power operated, all types); dragline, push cat operator; bulldozer & all types of cat tractors; cable-way; backhoe, shovel, crane (power operated, all types), elevating grader (self-propelled), hoist (motor driven 2 drums or more), mix mobile, winch truck, locomotive crane, mixer (14 cubic feet or more), paving mixer (all sizes), scraper (heavy type over 3 CY), trench machine (all sizes), gradeall, high lift, foundation boring machine, gasoline or diesel driven welding machines (7 to 12 machines pumpcrete machines & drill operator, water well, tournapulls, DW-10 euclid, asphalt plants, crushing		

machines & batchplants, scoopmobiles, fingerlifts, open construction.....$ 7.25

LABORER.....$ 7.25

Light Equipment Operator
Air compressor, blade grader (towed), flexplane, form grader, mixer (less than 14 cu. ft.), pumps pulsometer, truck crane driver, gasoline or diesel driven welding machines (3 to 6 machines), hoist (single drum), scrapers (3 cu. yds. or less).....$ 7.25

Oiler.....$ 7.25

Piledriver.....$ 7.25

PILEDRIVERMAN.....$ 11.26 .85

TRUCK DRIVER.....$ 7.25

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

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four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

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With regard to any other matter not yet ripe for the formal

process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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U.S. Department of Labor
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Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

==========

END OF GENERAL DECISION

SPECIAL SPECIFICATIONS

SPECIAL SPECIFICATION
5000
Geogrid Composite

5000.1 Description. Furnish and place geogrid composite in accordance with the lines and grades shown on the plans or as directed.

5000.2 Materials. Polymeric Triton® Grid Composite System with integral formed stress resistant polypropylene geogrid, bonded or sewn to a woven monofilament polypropylene geotextile.

A. Grid Composite System shall possess

1. Positive mechanical interlock with bedding stone or similar; contiguous sections of itself when overlapped and embedded in bedding stone or similar; and mechanical connectors such as bodkins, pins, hooks or HDPE/PP braids.

2. Sufficient cross-sectional profile to present a substantial abutment interface to particulate construction fill materials such as bedding stone and to resist movement relative to such materials.

3. Sufficient flexural rigidity to help maintain intimate contact of the geotextile with the underlying material when bedding stone, riprap or armor stone is placed on top.

4. Sufficient true initial modulus to cause applied force to be transferred to the geogrid at low strain levels without material deformation of the reinforced structure.

5. Complete continuity of all properties throughout its structure and shall be suitable for use with bedding stone, riprap and armor stone materials in coastal and waterway environments to improve the long-term stability of the coastal structure such as rubble mound breakwaters, jetties and groins.

B. Furnishing the Grid Composite System as shown on the Contract Drawings, on the Shop Drawings and as directed by the Engineer. Work consists of:

1. Providing system supplier representative for pre-construction conference with the Contractor and the Engineer.

2. Fabricating, storing, cutting and placement of the grid composite as specified herein and as shown on the construction drawings.

C. Grid Composite:

1. An approved source of geogrid is Tensar International Corporation, Alpharetta, GA or their designated representative.

2. Acceptable product is Geogrid Composite GC654050 or equivalent.

3. The grid composite shall be delivered to the project site in roll form with each roll individually identified and nominally measuring 12ft (3.7m) in width and 164ft (50.3m) in length. On special request, the grid composite may also be custom cut to specific length or widths to suit site specific engineering design.

4. Unless otherwise called out on the Construction Drawings or Shop Drawings or directed by the Engineer, the grid composite type shall have the following characteristics:

PROPERTY (Geogrid)	UNITS	MD Values	XMD Values
True 1% Tensile Modulus in Use (MD)	kN/m (lb/ft)	410 (28,100)	420 (28,780)
Junction Strength (MD)	kN/m (lb/ft)	21.5 (1,474)	21.5 (1,474)
Flexural Stiffness	mg-cm	750,000	
Torsional Stiffness	kg-cm/deg	6.0	
Resistance to Installation Damage	%GP	71	
Resistance to Long Term Degradation	%	98	
Ultraviolet Stability (Retained Strength @ 500 hours)	%	98	

PROPERTY (Geotextile)	UNITS	MD Values	XMD Values
Puncture Strength	kN (lbs)	0.47 (105)	
Trapezoidal Tear	kN (lbs)	0.51 (115)	0.33 (75)
Percent Open Area	%	15	
Apparent Opening Size (AOS)	US Sieve	40	
Permittivity	Sec^{-1}	1.36	
Ultraviolet Stability (Retained Strength @ 500 hours)	%	90	

D. Alternates:

1. Woven, flexible geogrid will not be considered as an alternate to the integral formed stress resistant polypropylene geogrid component of the Polymeric Grid Composite system.

2. Alternate grid composite materials shall not be used unless submitted to the Engineer and approved in writing by the Engineer at least 7 days prior to the bid letting. The Engineer shall have absolute authority to reject or accept alternate materials based on the requirements of this Section and the Engineer's judgment. Certain material properties of the grid composite are critical to the fabrication and serviceability of this application. The grid composite must satisfy the requirements of this Section, regardless of any

previous approval by the Owner or Engineer for other types of applications. Coated grid composite shall not be allowed for constructing Polymeric Grid Composite System. In order to be considered, submittal packages for alternate grid composite materials must include:

a. A list of comparable projects, in terms of size and applications, in the United States, where the results of using the specific alternate geogrid material can be verified after a minimum of 3 years of service life.

b. A sample of the alternate grid material and certified specification sheets.

c. Recommended fabrication and installation instructions.

d. Additional information as required at the discretion of the Engineer.

5000.3 Construction

A. Storage and Protection:

1. Prevent excessive mud, wet concrete, epoxy, or other deleterious materials from coming in contact with and affixing to geogrid composite materials.

2. Store at temperatures above –20 degrees F (-29 degrees C).

3. Rolled materials may be laid flat or stood on end.

B. The Contractor shall check the geogrid, braid and mechanical connection elements upon delivery to verify that the proper material has been received. These materials shall be inspected by the Contractor to be free of flaws or damage occurring during manufacturing, shipping, or handling.

C. Subgrade - The subgrade shall be excavated to the lines and grades as shown on the drawings or as directed by the Director's Representative.

D. Position - The grid composite shall be placed at the proper elevation, alignment and orientation as shown on the Construction Drawings or as directed by the Engineer. Correct orientation (roll direction) of the grid composite shall be verified by the Contractor. Grid composite may be temporarily secured in place with staples, pins, sand bags, or backfill as required by fill properties, fill placement procedures, or weather conditions, or as directed by the Engineer.

E. Grid composite shall be connected/spliced when required to provide continuity of tensile resistance. The grid composite shall be connected with a mechanical polymer bar.

F. Overlap connections may be used if the Contractor provides the Engineer independent test documentation which demonstrates that the load/deformation characteristics of the overlap of geogrid materials is equal to or exceeds those of the geogrid. The minimum overlap shall be as indicated in the project plans and specifications.

G. Backfill material shall be placed as per project specifications or as directed by the Engineer. Backfill shall be placed, spread, and compacted in such a manner that minimizes the development of wrinkles in and/or movement of the grid composite.

H. Any grid composite damaged during installation shall be repaired in a manner approved by the Engineer or shall be replaced by the Contractor. Any such measures required shall be at no additional cost to the Owner.

5000.4 Measurement. Geogrid will be measured by the square yard of placement as shown in the plans with no allowance for overlapping at transverse and longitudinal joints.

5000.5 Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Geogrid Composite" of the type specified. This price is full compensation for furnishing, preparing, hauling, and placing materials including labor, materials, freight, tools, equipment, and incidentals.

SPECIAL SPECIFICATION

7652

Dredging

7652.1. Description. Dredge and dispose of dredged material.

7652.2. Construction Methods. Remove dredged materials to the line and grade indicated on the plans or as directed. Place dredged material in the spoil area as shown on the plans.

7652.3. Overdepth.

A. Overdepth. No over depth dredging beyond the elevations shown on the plans shall occur.

B. Excessive Dredging. Material taken from beyond the limits established in the plans will be deducted from actual payment.

7652.4. Misplaced Materials. Immediately notify the Department with the description and location of any material, plant, machinery, or appliance that is lost, dumped, sunken, or misplaced during the progress of work. Mark or buoy obstructions. When directed, remove the obstruction.

7652.5. Quantity Surveys. Take original and final cross-sections using conventional methods or soundings, immediately in advance of and following excavation procedures. Perform surveys with and under the supervision of the Engineer.

7652.6. Measurement. This Item will be measured by the cubic yard in its original position as computed by the method of average end areas.

7652.7. Payment. The work performed in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Dredging" of the specified site. This price is full compensation for all excavation; for furnishing all materials, labor, equipment and tools; for disposition or stockpiling of all spoil material; and incidentals.

LUHR BROS., INC.
CONTRACTORS
Heavy Construction & Marine Services
PO Box 50 Columbia, Illinois 62236-0050
Phone (618) 281-4106
FAX (618) 281-4288

November 3, 2014

Keith Lake Fish Pass Baffle
IFB 14-045/JW
Jefferson County Purchasing Department

Please include this Addendum to IFB executed on behalf of Luhr Bros., Inc with our bid proposal. Thank you.

William Shaw, Vice President

JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT

1001 Pearl Street – Third Floor
Beaumont, Texas 77701
409-835-8593

ADDENDUM TO IFB

IFB Number: 14-045/JW

IFB Title: Keith Lake Fish Pass Baffle

IFB Due: **11:00 am, Tuesday, November 4, 2014**

Addendum No.: 1

Issued (Date): November 3, 2014

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

Reason for Issuance of this addendum: To add the following modification to the legal notice. "Within ten (10) days after the date of the signing of a contract, the bidder shall furnish a performance bond to the County for the full amount of the contract, if the contract exceeds one hundred thousand dollars ($100,000). If the contract is for one hundred thousand dollars ($100,000) or less, the County may provide that no money be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County."

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

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

ATTEST:

Witness

Witness

Approved by ____ Date: 11/3/14

Authorized Signature (Bidder)

Executive Vice President
Title of Person Signing Above

Jay E. Luhr
Typed Name of Business or Individual

Columbia, IL 62236
Address

Luhr Bros., Inc.
P.O. Box 50
Columbia, IL 62236

04-11-14A10:08 RCVD

JEFFERSON COUNTY PURCHASING DEPARTMENT
1001 PEARL STREET, 3RD FLOOR
BEAUMONT, TEXAS 77701

SEALED BID

BID NO: IFB 14-045/JW
BID DATE: 11/04/14
BID TIME: 11:00 A.M.
DESCRIPTION: Keith Lake Fish Pass Baffle

Receipt of Amendment No. 1
Acknowledged.

PROPOSAL TO JEFFERSON COUNTY

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

WORK CONSISTING OF GRADING, DREDGING, AND RIPRAP IN JEFFERSON COUNTY, TEXAS

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

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

It is further understood that the work is to be completed in full in 60 working days.

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

N/A (Dollars) (N/A)

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

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

BID PROPOSAL MUST NOT BE DISASSEMBLED

NOTICE TO THE BIDDER

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

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

Name of Bidder: Shirley & Sons Construction Co., Inc.

By: [signature]

$ 2,437,349.74
Total Bid Amount

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

BID FORM
INSTRUCTIONS SHEET

BID FORM INSTRUCTIONS:

In the "Unit Bid Price Only" Column: Write the words of the **Per Unit** Bid Price. **Do Not** write in your total price for the line item.

In the "Item Total" Column: Write in the Numbers of the Item Total.
The Item Total should equal the Unit Bid Price multiplied by the Approx. Quantities

Example: You want to bid $15.00 per LF for Removing Conc (Curb)
Note the Item Total is calculated by: $15.00 (Unit Bid Price) X 466.00 (Approx. Quantities) = $6,990.00

Total Bid Amount: Take each calculated Item Total per line and add together for the Total Bid Amount located on the Notice to the Bidder Page.

ALT.	ITEM CODE			UNIT BID PRICE ONLY	UNIT	APPROX.	ITEM
	ITEM NO.	CODE	S.P. NO.	WRITTEN IN WORDS		QUANTITIES	TOTAL
	104	2021		REMOVING CONC (CURB)	LF	466.00	
				Fifteen DOLLARS EXAMPLE			$6,990.00
				AND No CENTS			

Unit price for each linear foot of Concrete Curb Removed

BID FORM

PROJECT: KEITH LAKE FISH PASS BAFFLE

PROPOSAL SHEET

JEFFERSON COUNTY

ALT.	ITEM CODE			UNIT BID PRICE ONLY	UNIT	APPROX.	ITEM
	ITEM NO.	CODE	S.P. NO.	WRITTEN IN WORDS		QUANTITIES	TOTAL
	0132	2005		EMBANKMENT (FINAL)(ORD COMP)(TY C) Twenty DLRS AND No CENTS	CY	80.00	00 1,600.
	0432	2019		RIPRAP (STONE PROTECTION)(12 IN) One hundred forty eight DLRS AND nineteen CENTS	CY	3,582.00	58 530,816.
	0432	2024		RIPRAP (STONE PROTECTION)(30 IN) One hundred forty eight DLRS AND nineteen CENTS	CY	10,028.00	32 1,486,049.
	0500	2001		MOBILIZATION Two hundred thousand DLRS AND No CENTS	LS	1.00	00 200,000.
	5000	2001		GEOGRID COMPOSITE Ten DLRS AND thirty two CENTS	SY	5,512.00	84 56,883.
	7652	2001		DREDGING Eighteen DLRS AND No CENTS	CY	9,000.00	00 162,000.
				DLRS AND CENTS	0	0.00	
				Note - This total should match the "Total Bid Amount" shown on the Notice to the Bidder sheet		TOTAL =	74 2,437,349.

ENGINEER SEAL

The enclosed Texas Department of Transportation Specifications, Special Specifications, Special Provisions, General Notes and Specification Data in this document have been selected by me, or under my responsible supervision as being applicable to this project. Alteration of a sealed document without proper notification to the responsible engineer is an offense under the Texas Engineering Practice Act.

The seal appearing on this document was authorized by Bradley Steven Stafford, P.E. October 1, 2014

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: LCRA

Address: 3700 Lake Austin Blvd Austin TX 78703

Contact Person and Title: Jason Bolen

Phone: 512-578-3593 Fax: 512-473-4094

Contract Period: 5-29-12 - 8-29-12 Scope of Work: Vinyl Bulkhead, 2000 LF

REFERENCE TWO

Government/Company Name: Matagorda County Navigation District No. 1

Address: 1602 main Street, Palacios, TX 77465

Contact Person and Title: Debbie, Project Representative

Phone: 361-972-5556 Fax: 361-972-3584

Contract Period: Sept 2014 - Oct 2014 Scope of Work: 400 LF Steel Sheet Pile

REFERENCE THREE

Government/Company Name: STP Nuclear facility

Address: 4000 Ave. F Bay city TX 77414

Contact Person and Title: Ronnie Gipson, Project Manager

Phone: 361-972-7309 Fax: 361-972-4751

Contract Period: August 2014 - Oct 2014 Scope of Work: 500 LF Steel Sheetpile

Bidder Shall Return Completed Form with Offer.

Signature Page

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

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

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

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

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

Shirley & Sons Construction Co., Inc. Bidder (Entity Name)	 Signature
15705 fm 787 West Street & Mailing Address	Ronald R. Shirley Print Name
Cleveland TX 77327 City, State & Zip	11-3-14 Date Signed
713-222-7881 Telephone Number	281-592-9543 Fax Number
SSConstruction@earthlink.net E-mail Address	

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity

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

Bidder Shall Return Completed Form with Offer.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ
Page 2

For vendor or other person doing business with local government entity

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

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

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

☐ Yes ☑ No

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

☐ Yes ☑ No

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

☐ Yes ☑ No

D. Describe each affiliation or business relationship:

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

N/A

7.

Signature of person doing business with the governmental entity

11-3-14
Date

Bidder Shall Return Completed Form with Offer.

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

Did the Prime Contractor/Consultant . . .

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

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

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

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

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

☐ Yes ☑ No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.** To Specialized of A field

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

Ronald N. Shipley
Printed Name of Authorized Representative

Signature

President
Title

11-3-14
Date

Bidder Shall Return Completed Form with Offer.

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

This information must be submitted with your bid.

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

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

Contractor Name: Shirley & Sons Construction Co, Inc. HUB: π Yes π No

Address: 15705 Fm 787 West Cleveland TX 77327
Street City State Zip

Phone (with area code): 713-222-7881 Fax (with area code): 281-592-9543

Project Title & No.: Keith Lake Fish Pass Baffle IFB 14-045/JW

Prime Contract Amount: $2,437,349.74

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

Ronald R. Shirley		11-3-14
Printed Name of Contractor Representative	Signature of Representative	Date
N/A		
Printed Name of HUB	Signature of Representative	Date

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

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

This information must be submitted with your bid.

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

Prime Contractor: Shirley & Sons Construction Co, Inc. HUB: ☐ Yes ☑ No

HUB Status (Gender & Ethnicity): N/A

Address: 15705 fm 787 west (Street) Cleveland (City) TX (State) 77327 (Zip)

Phone (with area code): 713-222-7881 Fax (with area code): 281-592-9543

Project Title & No.: Keith Lake Fish Pass Baffle IFB/RFP No.: 14-045/JW

Total Contract: $ 2,437,349.24 Total HUB Subcontract(s): $ N/A

Construction HUB Goals: 12.8% MBE:: N/A % 12.6% WBE: N/A %

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity): _____

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

Address: _____ (Street) _____ (City) _____ (State) _____ (Zip)

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet **(Duplicate as Needed)**

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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

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

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

- ☐ All subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☑ Other: Specialized field Doing work ourselves

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

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

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

Subcontractor Name: N/A

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: N/A

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

Subcontractor Name: N/A

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): Ronald R. Shirley (Shirley & Sons Construction Co., Inc.)

Title: President

Signature: [signature]

Date: 11-3-14

E-mail address: SSconstruction@earthlink.net

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

Name (print or type): Ronald R. Shirley

Title: President

Date: 11-3-14

E-mail address: SSconstruction@earthlink.net

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

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

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☑ I certify that Shirley & Sons Construction Co, Inc. [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

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

Taxpayer Identification Number (T.I.N.):	74-1871807
Company Name submitting bid/proposal:	Shirley & Sons Construction Co, Inc.
Mailing address:	P.O. Box 429 Cleveland, TX 77328
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

Jefferson County Tax Acct. No.*	Property address or location**
	None

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

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

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

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

STATE OF Texas COUNTY OF Liberty

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

on this day personally appeared Ronald R Shirley (name), who

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

"I, Ronald R. Shirley (name) am a duly authorized officer of/agent

for Shirley & Sons Construction Co, Inc. (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Shirley & Sons Construction Co., Inc. (name of firm).

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

Name and address of bidder: Shirley & Sons Construction Co., Inc.
P.O. Box 429 Cleveland, TX 77328

Fax: 281-592-9543 Telephone# 713-222-7881

by: Ronald R. Shirley (print name) Title: President

Signature:

SUBSCRIBED AND SWORN to before me by the above-named

on

this the 4 day of November, 2014.

LAURA C. LEONARD
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES:
04-17 2017

Laura C. Leonard
Notary Public in and for
the State of TEXAS

Bidder Shall Return Completed Form with Offer.

Bidder Information Form

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

Project Name:
(IFB 14-045/JW), Keith Lake Fish Pass Baffle

Bidder's Company/Business Name: Shirley & Sons Construction Co., Inc.

Bidder's TAX ID Number: 74-1871807

Contact Person: Ronald N. Shirley **Title:** President

Phone Number (with area code): 713-222-7881

Alternate Phone Number if available (with area code): 713-824-9851

Fax Number (with area code): 281-592-9543

Email Address: SSconstruction@earthlink.net

Please provide a physical address for bid bond return:

15705 fm 787 West
Cleveland, TX 77327

JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT
1001 Pearl Street – Third Floor
Beaumont, Texas 77701
409-835-8593

ADDENDUM TO IFB

IFB Number: 14-045/JW

IFB Title: Keith Lake Fish Pass Baffle

IFB Due: **11:00 am, Tuesday, November 4, 2014**

Addendum No.: 1

Issued (Date): November 3, 2014

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

Reason for Issuance of this addendum: To add the following modification to the legal notice. "Within ten (10) days after the date of the signing of a contract, the bidder shall furnish a performance bond to the County for the full amount of the contract, if the contract exceeds one hundred thousand dollars ($100,000). If the contract is for one hundred thousand dollars ($100,000) or less, the County may provide that no money be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County."

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

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

ATTEST:

Witness

Witness

Approved by AMS Date: 11-3-14

Authorized Signature (Bidder)

President
Title of Person Signing Above

Shirley & Sons Construction Co., Inc.
Typed Name of Business or Individual

P.O. Box 489 Cleveland, TX 77328
Address

Shirley & Sons Construction Co., Inc.
P.O. Box 429
Cleveland, TX 77328

04-11-14A09:51 RCVD

"Sealed Bid"

For: Keith Lake Fish Pass Baffle
Bid No. IFB 14-045/JW

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

Bid Date/Time: November 4, 2014 11:00 Am

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE
Advertisement for Invitation for Bids

October 6, 2014

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 14-045/JW, Keith Lake Fish Pass Baffle. **Specifications for this project may be obtained for a non-refundable fee of $25.00 from the Jefferson County Engineering Department, 1149 Pearl Street, 5th Floor, Beaumont, Texas. Contact Mr. Donald Rao at 409-835-8584.**

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

BID NAME:	**Keith Lake Fish Pass Baffle**
BID NO:	**IFB 14-045/JW**
DUE DATE/TIME:	**11:00 AM, Tuesday, November 4, 2014**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1001 Pearl Street, 3rd Floor** **Beaumont, Texas 77701**

There will be a mandatory pre-bid conference at 10:00 AM on Tuesday, October 21, 2014. The conference will be held in the Jefferson County Engineering Department Conference Room located on the fifth floor of the Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas 77701.

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

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah Clark

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – October 8th and October 15th, 2014

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: Dericheboug Recycling

Address:

Contact Person and Title: Jean Winkelman

Phone: 832-350-7070 Fax:

Contract Period: 2012 Scope of Work: Dredging

REFERENCE TWO

Government/Company Name: Sundbeck Inc

Address: 9100 Point Barrow Beach City, Tx 77523

Contact Person and Title: Arvid + Holly Sundbeck

Phone: 281-804-5894 / 713-818-5894 Fax:

Contract Period: 2014 Scope of Work: Piling, Dock, Dredging

REFERENCE THREE

Government/Company Name: Forde Const

Address: 6842 Calle Lazano Hou. Tx 77041

Contact Person and Title: Don Mann

Phone: 713-466-0511 Fax: 713-466-1791

Contract Period: 2013-2014 Scope of Work: Sheet piling

Bidder Shall Return Completed Form with Offer.

Signature Page

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

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

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

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

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

Tom-Mac Inc Bidder (Entity Name)	Thomas W. McMillia Signature
P.O. Box 262541 Street & Mailing Address	Thomas W. McMillia Print Name
Hou Tx 77207 City, State & Zip	11-3-2014 Date Signed
713-991-7317 Telephone Number	713-991-7317 Fax Number
Tommac@tom-mac.com E-mail Address	

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity. By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code. A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.	OFFICE USE ONLY
1. Name of person doing business with local governmental entity.	

2. ☐ Check this box is you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

Bidder Shall Return Completed Form with Offer.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ
Page 2

For vendor or other person doing business with local government entity

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

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

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

      ☐ Yes ☐ No

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

      ☐ Yes ☐ No

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

      ☐ Yes ☐ No

   D. Describe each affiliation or business relationship:

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

7.

_____ _____

Signature of person doing business with the governmental entity Date

Bidder Shall Return Completed Form with Offer.

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

Did the Prime Contractor/Consultant . . .

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

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

Thomas W. McMillan
Printed Name of Authorized Representative

Thomas W. McMillan
Signature

President
Title

11-3-14
Date

Bidder Shall Return Completed Form with Offer.

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

This information must be submitted with your bid.

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

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

Contractor Name: _____ HUB: π Yes π No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

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

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

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

This information must be submitted with your bid.

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

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet **(Duplicate as Needed)**

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

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

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

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

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☑ I certify that Tom-Mac Inc [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

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

Taxpayer Identification Number (T.I.N.):	74-1595676
Company Name submitting bid/proposal:	Tom-Mac Inc
Mailing address:	P.O. Box 262541 Houston 77207
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	Thomas W. McMillian 100%

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

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

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

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

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

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

STATE OF Texas COUNTY OF Harris

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

on this day personally appeared Thomas W. McMillian (name), who

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

"I, Thomas W. McMillian (name) am a duly authorized officer of/agent

for Tom-Mac Inc (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Tom-Mac Inc (name of firm).

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

Name and address of bidder: Tom-Mac Inc

P.O. Box 262541 Houston 77207

Fax: 713-991-7364 Telephone# 713-991-7364

by: Thomas W. McMillian (print name) Title: President

Signature: Thomas W. McMillian

SUBSCRIBED AND SWORN to before me by the above-named

Thomas W. McMillian on

this the 3 day of November, 2014.

Tami Washer

Notary Public in and for

the State of Texas

TAMI WASHER
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
01-03-2016

Bidder Shall Return Completed Form with Offer.

CONTRACT

This agreement made this _____ day of _____, 201_, by and between the County of Jefferson, Texas represented by the County Judge, party of the first part, and _____ his/their executors, administrators, heirs, successors or assigns, the Contractor, party of the second part.

WHEREAS, the County desires to enter into a contract for the pavement improvements as shown and described in the plans, specifications and special provisions included herein, and

WHEREAS, the Contractor has been engaged in and now does such work and represents that he is fully equipped, competent and capable of performing the desired and herein outlined work and is ready and willing to perform such work in accordance with the unit prices listed herein and the provisions of the herein included specifications, special provisions and plans, now

WITNESSETH: That for and in consideration of the unit prices listed herein, a part of this contract, the Contractor agrees to do, at his own proper cost and expense, all the work necessary for the roadway improvement as shown and described in the plans and in accordance with the provisions of the specifications and special provisions which are a part of this contract.

Time for completion of this contract shall be computed beginning on the effective date given in the Notice to Proceed.

The work to be constructed under this contract shall be completed in 60 working days.

And the County, in consideration of the full and true performance of said work by the Contractor, hereby agrees and binds itself to pay the Contractor for the quantities of work performed in compliance with this contract at the respective unit prices set forth herein, subject to adjustment as herein provided. The following items of work and respective unit prices are those contained in the original proposal and are a part of this contract. The County limits its obligation hereunder to the funds available.

The Contractor expressly warrants that he has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement, or in compensation for services in connection therewith, any brokerage commission or percentage upon the amount receivable by him hereunder; and that he has not in estimating the contract price demanded by him, included any sum by reason of any such brokerage, commission or percentage; and that all moneys payable to him hereunder are free from all obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the County or for deduction from any sum due or to become

due thereunder an amount equal to any brokerage commission or percentage so paid or agreed to be paid or both.

In the employment of labor in the performance of this contract, preference shall be given, other conditions being equal, to honorably discharged service personnel, but no other preference or discrimination among citizens of the United States shall be made.

It is acknowledged and agreed by the parties hereto that this contract is the full and complete contract for the construction of the work called for and described herein.

IN WITNESS WHEREOF, the parties hereto have set their hands the date herein named.

COUNTY OF JEFFERSON
Party of the First Part

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs hereto approved and authorized by the Commissioner's Court of Jefferson County:

By: _____
County Judge

RECOMMENDED FOR EXECUTION:

_____
Director of Engineering

CONTRACTOR
Party of the Second Part

By: _____

_____
(Title)

Bidder Information Form

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

Project Name:
(IFB 14-045/JW), Keith Lake Fish Pass Baffle

Bidder's Company/Business Name: Tom-Mac, Inc

Bidder's TAX ID Number: 74-1595676

Contact Person: Thomas McMillan **Title:** President

Phone Number (with area code): 713-991-7317

Alternate Phone Number if available (with area code):

Fax Number (with area code): 713-991-7364

Email Address: tommac@tom-mac.com

Please provide a physical address for bid bond return:

10214 Telephone Rd
Hou TX 77075

PROPOSAL TO JEFFERSON COUNTY

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

WORK CONSISTING OF GRADING, DREDGING, AND RIPRAP IN JEFFERSON COUNTY, TEXAS

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

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

It is further understood that the work is to be completed in full in 60 working days.

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

N/A (Dollars) (N/A)

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

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

BID PROPOSAL MUST NOT BE DISASSEMBLED

NOTICE TO THE BIDDER

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

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

Name of Bidder: Tom-Mac Inc

By: Thos W. McMillan

$ 2,721,484.00

Total Bid Amount

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

BID FORM
INSTRUCTIONS SHEET

BID FORM INSTRUCTIONS:

In the "Unit Bid Price Only" Column: Write the words of the **Per Unit** Bid Price. **Do Not** write in your total price for the line item.

In the "Item Total" Column: Write in the Numbers of the Item Total.
The Item Total should equal the Unit Bid Price multiplied by the Approx. Quantities

Example: You want to bid $15.00 per LF for Removing Conc (Curb)
Note the Item Total is calculated by: $15.00 (Unit Bid Price) X 466.00 (Approx. Quantities) = $6,990.00

Total Bid Amount: Take each calculated Item Total per line and add together for the Total Bid Amount located on the Notice to the Bidder Page.

ALT.	ITEM CODE			UNIT BID PRICE ONLY	UNIT	APPROX.	ITEM
	ITEM NO.	CODE	S.P. NO.	WRITTEN IN WORDS		QUANTITIES	TOTAL
	104	2021		REMOVING CONC (CURB)	LF	466.00	
				Fifteen DLRS EXAMPLE AND No CENTS			$6,990.00

Unit price for each linear foot of Concrete Curb Removed

BID FORM

PROJECT: KEITH LAKE FISH PASS BAFFLE — PROPOSAL SHEET

JEFFERSON COUNTY

ALT.	ITEM CODE			UNIT BID PRICE ONLY	UNIT	APPROX.	ITEM
	ITEM NO.	CODE	S.P. NO.	WRITTEN IN WORDS		QUANTITIES	TOTAL
	0132	2005		EMBANKMENT (FINAL)(ORD COMP)(TY C) thirty five DLRS AND No CENTS	CY	80.00	2,800.00
	0432	2019		RIPRAP (STONE PROTECTION)(12 IN) one hundred sixty five DLRS AND No CENTS	CY	3,582.00	591,030.00
	0432	2024		RIPRAP (STONE PROTECTION)(30 IN) one hundred sixty five DLRS AND No CENTS	CY	10,028.00	1,654,620.00
	0500	2001		MOBILIZATION two hundred twenty thousand DLRS AND No CENTS	LS	1.00	220,000.00
	5000	2001		GEOGRID COMPOSITE thirteen & DLRS AND twenty five CENTS	SY	5,512.00	73,034.00
	7652	2001		DREDGING twenty DLRS AND No CENTS	CY	9,000.00	180,000.00
				DLRS AND CENTS	0	0.00	
				Note - This total should match the "Total Bid Amount" shown on the Notice to the Bidder sheet		TOTAL =	2,721,484.00

ENGINEER SEAL

The enclosed Texas Department of Transportation Specifications, Special Specifications, Special Provisions, General Notes and Specification Data in this document have been selected by me, or under my responsible supervision as being applicable to this project. Alteration of a sealed document without proper notification to the responsible engineer is an offense under the Texas Engineering Practice Act.

The seal appearing on this document was authorized by Bradley Steven Stafford, P.E. October 1, 2014

General Notes:

All activities shall comply with requirements of the Corps of Engineers Permit No. SWG-2013-00841.

Place temporary wood pallets for construction vehicles to cross the parking area adjacent to the Keith Lake boat ramp.

All hauling of materials (including authorized waste) will not be paid for directly, but shall be considered as subsidiary to the bid items involved.

Assume ownership for all designated waste material and dispose of it at a place off of the right of way, as approved by the Engineer.

The Contractor will maintain the existing and proposed sections of highway and its appurtenances which are to be constructed, reconstructed or modified in this project. Protect all areas of the right of way which are not included in the actual limits of the proposed construction areas from destruction. Repair any areas damaged by the contractor's forces at his/her expense.

Place no construction signs in conflict with existing signs.

Provide a Contractor's Responsible Person and a phone number for emergency contact.

The Contractor shall be responsible for all testing and sampling of materials.

Collect and dispose of all litter deposited by construction operations including cans, bottles, paper, plastic items, metal scraps, lumber, etc. from within the project right of way or as directed. Properly dispose of all collected litter. Litter pickup will not be measured or paid for directly, but will be considered subsidiary to the various bid items in this contract.

Item 132: Embankment

Provide Type C embankment material meeting either the requirements shown below:

1. Liquid Limit – LL ≤45
2. Plasticity Index – 8 ≤ PI ≤ 20
3. A cohesionless sand will not be permitted.

Item 432: Riprap

Broken concrete may not be used for riprap.

Item 502: Barricades, Signs, & Traffic Handling

Do not leave equipment (that is not in use) closer than 30' from the highway edge.

Construct all work zone signs, sign supports, and barricades from material other than wood unless approved by the Engineer. Galvanize steel supports if used.

Aluminum signs, if used, will meet the following minimum thickness requirements:

Square Feet	Minimum Thickness
Less than 7.5	0.080 inches
7.5 to 15	0.100 inches
Greater than 15	0.125 inches

Maintain all barricades and warning signs, including all temporary and portable traffic control devices necessary during the various phases of construction, in accordance with the BC and TCP standards in the plans, the latest version of the Texas Manual on Uniform Traffic Control Devices, and/or as directed by the Engineer.

Furnish additional barricades and signs to maintain traffic and motorists' safety when directed by the Engineer. Any such additional signs and barricades will be considered subsidiary to Item 502.

After completion of the project, when removing the barricades and signs, fill in any holes left by the sign supports or barricades and restore the area, in which the signs were removed, to its original condition.

Item 7652: Dredging

Construction of the baffle will require dredging/excavation for proper placement of the structure below the existing surface. It is the Contractor's responsibility to familiarize himself with the project site conditions, prior to bidding, in order to determine ability perform the required placement of stonework specified.

The Contractor may encounter obstructions during excavation, such as submerged stone, stumps, timber piles and debris. All debris resulting from the dredging shall be separated from the earthen materials and removed from the site of work and disposed of in a manner approved by the Engineer.

Methods of dredging and excavation shall be utilized that minimize turbidity levels, such as reducing the speed at which the crane or excavator lowers and raises the bucket through the water column and reducing the speed at which the materials are removed and disposed of with the bucket.

JEFFERSON COUNTY

GOVERNING SPECIFICATIONS AND SPECIAL SPECIFICATIONS

ALL SPECIFICATIONS AND SPECIAL PROVISIONS APPLICABLE TO THIS PROJECT ARE IDENTIFIED AS FOLLOWS:

STANDARD SPECIFICATIONS: ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION JUNE 1, 2004. STANDARD SPECIFICATIONS ARE INCORPORATED INTO THE CONTRACT BY REFERENCE.

ITEMS 1 TO 9 INCL., GENERAL REQUIREMENTS AND COVENANTS
ITEM 132 EMBANKMENT (100) (204) (210) (216) (400)
ITEM 432 RIPRAP
ITEM 500 MOBILIZATION

SPECIAL PROVISIONS: SPECIAL PROVISIONS WILL GOVERN AND TAKE PRECEDENCE OVER THE SPECIFICATIONS ENUMBERED HEREON WHEREVER IN CONFLICT THEREWITH.

WAGE RATES

SPECIAL SPECIFICATIONS:

ITEM 5000 GEOGRID COMPOSITE
ITEM 7652 DREDGING

GENERAL: THE ABOVE-LISTED SPECIFICATION ITEMS ARE THOSE UNDER WHICH PAYMENT IS TO BE MADE. THESE, TOGETHER WITH SUCH OTHER PERTINENT ITEMS, IF ANY, AS MAY BE REFERRED TO IN THE ABOVE-LISTED SPECIFICATION ITEMS, AND INCLUDING THE SPECIAL PROVISIONS LISTED ABOVE, CONSTITUTE THE COMPLETE SPECIFICATIONS FOR THIS PROJECT.

General Decision Number: TX140075 01/03/2014 TX75

Superseded General Decision Number: TX20130075

State: Texas

Construction Type: Heavy Dredging

Counties: Texas Statewide.

DREDGING PROJECTS ALONG THE TEXAS GULF COAST AREA INCLUDING ALL PUBLIC CHANNELS, HARBORS, RIVERS, TRIBUTARIES AND THE GULF INTRACOASTAL WATERWAYS

Modification Number	Publication Date
0	01/03/2014

* SUTX1994-001 01/18/1994

	Rates	Fringes
Derrick Operator	$ 7.25	
Dozer Operator	$ 7.25	
Dredge 16" and Over		
DECKHAND	$ 7.25	
DREDGE TENDER OPERATOR	$ 7.25	
FIREMAN	$ 7.25	
FIRST ASSISTANT ENGINEER	$ 7.25	
LEVERMAN	$ 7.25	
OILER	$ 7.25	
SECOND ASSISTANT ENGINEER	$ 7.25	
SHOREMAN	$ 7.25	
THIRD ASSISTANT ENGINEER	$ 7.25	
TRUCK DRIVER	$ 7.25	
WELDER	$ 7.25	
Dredge Under 16"		
DECKHAND	$ 7.25	
DREDGE TENDER OPERATOR	$ 7.25	
LEVERMAN	$ 7.25	
OILER	$ 7.25	
WELDER	$ 7.25	
Hydraulic Dredging		
FIRST COOK	$ 7.25	
HANDYMAN	$ 7.25	
JANITOR - CABIN PERSON	$ 7.25	
MESS PERSON	$ 7.25	
SECOND COOK	$ 7.25	
Marsh Buggy Dragline		
OILER	$ 7.25	
OPERATOR	$ 7.25	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the

survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative

Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

General Decision Number: TX140078 01/03/2014 TX78

Superseded General Decision Number: TX20130078

State: Texas

Construction Type: Heavy

Counties: Jefferson and Orange Counties in Texas.

FLOOD CONTROL, including: Breakwaters, Channels, Channel Cut-offs, Dikes, Drainage Projects, Flood Control Projects, Irrigation Projects, Jetties, Land Drainage (not incidental to other construction), Land Leveling (not incidental to other construction), Land Reclamation, Levees, Pipelines, Ponds Pumping Stations (prefabricated drop-in not building), Revetments.

Modification Number	Publication Date
0	01/03/2014

* SUTX1990-035 01/31/1990

	Rates	Fringes
CARPENTER	$ 10.965	.90

Heavy Equipment Operator
Heavy duty mechanic, blade grader (self-propelled), bull clam, backfiller, derrick (power operated, all types); dragline, push cat operator; bulldozer & all types of cat tractors; cable-way; backhoe, shovel, crane (power operated, all types), elevating grader (self-propelled), hoist (motor driven 2 drums or more), mix mobile, winch truck, locomotive crane, mixer (14 cubic feet or more), paving mixer (all sizes), scraper (heavy type over 3 CY), trench machine (all sizes), gradeall, high lift, foundation boring machine, gasoline or diesel driven welding machines (7 to 12 machines pumpcrete machines & drill operator, water well, tournapulls, DW-10 euclid, asphalt plants, crushing

machines & batchplants, scoopmobiles, fingerlifts, open construction.....$ 7.25

LABORER.....$ 7.25

Light Equipment Operator
Air compressor, blade grader (towed), flexplane, form grader, mixer (less than 14 cu. ft.), pumps pulsometer, truck crane driver, gasoline or diesel driven welding machines (3 to 6 machines), hoist (single drum), scrapers (3 cu. yds. or less).....$ 7.25

Oiler.....$ 7.25

Piledriver.....$ 7.25

PILEDRIVERMAN.....$ 11.26 .85

TRUCK DRIVER.....$ 7.25

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

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Washington, DC 20210

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Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

SPECIAL SPECIFICATIONS

SPECIAL SPECIFICATION
5000
Geogrid Composite

5000.1 Description. Furnish and place geogrid composite in accordance with the lines and grades shown on the plans or as directed.

5000.2 Materials. Polymeric Triton® Grid Composite System with integral formed stress resistant polypropylene geogrid, bonded or sewn to a woven monofilament polypropylene geotextile.

A. Grid Composite System shall possess

1. Positive mechanical interlock with bedding stone or similar; contiguous sections of itself when overlapped and embedded in bedding stone or similar; and mechanical connectors such as bodkins, pins, hooks or HDPE/PP braids.

2. Sufficient cross-sectional profile to present a substantial abutment interface to particulate construction fill materials such as bedding stone and to resist movement relative to such materials.

3. Sufficient flexural rigidity to help maintain intimate contact of the geotextile with the underlying material when bedding stone, riprap or armor stone is placed on top.

4. Sufficient true initial modulus to cause applied force to be transferred to the geogrid at low strain levels without material deformation of the reinforced structure.

5. Complete continuity of all properties throughout its structure and shall be suitable for use with bedding stone, riprap and armor stone materials in coastal and waterway environments to improve the long-term stability of the coastal structure such as rubble mound breakwaters, jetties and groins.

B. Furnishing the Grid Composite System as shown on the Contract Drawings, on the Shop Drawings and as directed by the Engineer. Work consists of:

1. Providing system supplier representative for pre-construction conference with the Contractor and the Engineer.

2. Fabricating, storing, cutting and placement of the grid composite as specified herein and as shown on the construction drawings.

C. Grid Composite:

1. An approved source of geogrid is Tensar International Corporation, Alpharetta, GA or their designated representative.

2. Acceptable product is Geogrid Composite GC654050 or equivalent.

3. The grid composite shall be delivered to the project site in roll form with each roll individually identified and nominally measuring 12ft (3.7m) in width and 164ft (50.3m) in length. On special request, the grid composite may also be custom cut to specific length or widths to suit site specific engineering design.

4. Unless otherwise called out on the Construction Drawings or Shop Drawings or directed by the Engineer, the grid composite type shall have the following characteristics:

PROPERTY (Geogrid)	UNITS	MD Values	XMD Values
True 1% Tensile Modulus in Use (MD)	kN/m (lb/ft)	410 (28,100)	420 (28,780)
Junction Strength (MD)	kN/m (lb/ft)	21.5 (1,474)	21.5 (1,474)
Flexural Stiffness	mg-cm	750,000	
Torsional Stiffness	kg-cm/deg	6.0	
Resistance to Installation Damage	%GP	71	
Resistance to Long Term Degradation	%	98	
Ultraviolet Stability (Retained Strength @ 500 hours)	%	98	

PROPERTY (Geotextile)	UNITS	MD Values	XMD Values
Puncture Strength	kN (lbs)	0.47 (105)	
Trapezoidal Tear	kN (lbs)	0.51 (115)	0.33 (75)
Percent Open Area	%	15	
Apparent Opening Size (AOS)	US Sieve	40	
Permittivity	Sec^{-1}	1.36	
Ultraviolet Stability (Retained Strength @ 500 hours)	%	90	

D. Alternates:

1. Woven, flexible geogrid will not be considered as an alternate to the integral formed stress resistant polypropylene geogrid component of the Polymeric Grid Composite system.

2. Alternate grid composite materials shall not be used unless submitted to the Engineer and approved in writing by the Engineer at least 7 days prior to the bid letting. The Engineer shall have absolute authority to reject or accept alternate materials based on the requirements of this Section and the Engineer's judgment. Certain material properties of the grid composite are critical to the fabrication and serviceability of this application. The grid composite must satisfy the requirements of this Section, regardless of any

previous approval by the Owner or Engineer for other types of applications. Coated grid composite shall not be allowed for constructing Polymeric Grid Composite System. In order to be considered, submittal packages for alternate grid composite materials must include:

a. A list of comparable projects, in terms of size and applications, in the United States, where the results of using the specific alternate geogrid material can be verified after a minimum of 3 years of service life.

b. A sample of the alternate grid material and certified specification sheets.

c. Recommended fabrication and installation instructions.

d. Additional information as required at the discretion of the Engineer.

5000.3 Construction

A. Storage and Protection:

1. Prevent excessive mud, wet concrete, epoxy, or other deleterious materials from coming in contact with and affixing to geogrid composite materials.

2. Store at temperatures above –20 degrees F (-29 degrees C).

3. Rolled materials may be laid flat or stood on end.

B. The Contractor shall check the geogrid, braid and mechanical connection elements upon delivery to verify that the proper material has been received. These materials shall be inspected by the Contractor to be free of flaws or damage occurring during manufacturing, shipping, or handling.

C. Subgrade - The subgrade shall be excavated to the lines and grades as shown on the drawings or as directed by the Director's Representative.

D. Position - The grid composite shall be placed at the proper elevation, alignment and orientation as shown on the Construction Drawings or as directed by the Engineer. Correct orientation (roll direction) of the grid composite shall be verified by the Contractor. Grid composite may be temporarily secured in place with staples, pins, sand bags, or backfill as required by fill properties, fill placement procedures, or weather conditions, or as directed by the Engineer.

E. Grid composite shall be connected/spliced when required to provide continuity of tensile resistance. The grid composite shall be connected with a mechanical polymer bar.

F. Overlap connections may be used if the Contractor provides the Engineer independent test documentation which demonstrates that the load/deformation characteristics of the overlap of geogrid materials is equal to or exceeds those of the geogrid. The minimum overlap shall be as indicated in the project plans and specifications.

G. Backfill material shall be placed as per project specifications or as directed by the Engineer. Backfill shall be placed, spread, and compacted in such a manner that minimizes the development of wrinkles in and/or movement of the grid composite.

H. Any grid composite damaged during installation shall be repaired in a manner approved by the Engineer or shall be replaced by the Contractor. Any such measures required shall be at no additional cost to the Owner.

5000.4 Measurement. Geogrid will be measured by the square yard of placement as shown in the plans with no allowance for overlapping at transverse and longitudinal joints.

5000.5 Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Geogrid Composite" of the type specified. This price is full compensation for furnishing, preparing, hauling, and placing materials including labor, materials, freight, tools, equipment, and incidentals.

SPECIAL SPECIFICATION

7652

Dredging

7652.1. Description. Dredge and dispose of dredged material.

7652.2. Construction Methods. Remove dredged materials to the line and grade indicated on the plans or as directed. Place dredged material in the spoil area as shown on the plans.

7652.3. Overdepth.

A. Overdepth. No over depth dredging beyond the elevations shown on the plans shall occur.

B. Excessive Dredging. Material taken from beyond the limits established in the plans will be deducted from actual payment.

7652.4. Misplaced Materials. Immediately notify the Department with the description and location of any material, plant, machinery, or appliance that is lost, dumped, sunken, or misplaced during the progress of work. Mark or buoy obstructions. When directed, remove the obstruction.

7652.5. Quantity Surveys. Take original and final cross-sections using conventional methods or soundings, immediately in advance of and following excavation procedures. Perform surveys with and under the supervision of the Engineer.

7652.6. Measurement. This Item will be measured by the cubic yard in its original position as computed by the method of average end areas.

7652.7. Payment. The work performed in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Dredging" of the specified site. This price is full compensation for all excavation; for furnishing all materials, labor, equipment and tools; for disposition or stockpiling of all spoil material; and incidentals.

JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT

1001 Pearl Street – Third Floor
Beaumont, Texas 77701
409-835-8593

ADDENDUM TO IFB

IFB Number: 14-045/JW

IFB Title: Keith Lake Fish Pass Baffle

IFB Due: **11:00 am, Tuesday, November 4, 2014**

Addendum No.: 1

Issued (Date): November 3, 2014

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

Reason for Issuance of this addendum: To add the following modification to the legal notice. "Within ten (10) days after the date of the signing of a contract, the bidder shall furnish a performance bond to the County for the full amount of the contract, if the contract exceeds one hundred thousand dollars ($100,000). If the contract is for one hundred thousand dollars ($100,000) or less, the County may provide that no money be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County."

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

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

ATTEST:

Tan Wah
Witness

Witness

Approved by ____ Date: _____

Thomas W. McMullen
Authorized Signature (Bidder)

President
Title of Person Signing Above

Tom-Mac Inc
Typed Name of Business or Individual

10214 Telephone Rd
Address

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/6/2014

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

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

PRODUCER INSURICA 19450 State Highway 249 Suite 550 Houston TX 77070	CONTACT NAME: Vicki Pearce, CIC, CISR PHONE (A/C, No, Ext): (800) 627-6474 FAX (A/C, No): (866) 652-9382 E-MAIL ADDRESS: vpearce@INSURICA.com
INSURED Tom-Mac, Inc. J-Mac, Inc. P. O. Box 262541 Houston TX 77207	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Great American Ins. Co. of NY — 22136 INSURER B: U. S. Fire Ins. Co. — 21113 INSURER C: National Union Fire Ins. Co. of — 19445 INSURER D: Navigators Ins. Co. — 42307 INSURER E: Granite State Ins. Co. — 23809 INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 2014/2015 Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] POLLUTION LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC			OMH583477207 OHH349111616	6/10/2014 6/10/2014	6/10/2015 6/10/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG POLLUTION	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			1337349321	6/10/2014	6/10/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 1,000,000 $ $ $ $ 10,000
C	[X] UMBRELLA LIAB [X] OCCUR			051767532	6/10/2014	6/10/2015	EACH OCCURRENCE	$ 2,000,000
D	EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 25,000			HO14LIA95506001	6/10/2014	6/10/2015	AGGREGATE EXCESS OF $2,000,000	$ 2,000,000 $ 2,000,000
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC1612744	1/30/2014	1/30/2015	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	CONTRACTORS EQUIMENT			OMH 583471011	6/10/2014	6/10/2015	LEASED/RENTED - ANY ONE	$350,000
A	PRTCTN&INDMNTY-INCL CARGO			OMH 349111616	6/10/2014	6/10/2015	OCCURRENCE	$1,000,000

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

CERTIFICATE HOLDER

Master Certificate

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

D Bright, CRM, CIC/VP

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04-11-15C3 0272M100

TOM-MAC, INC.
P.O. Box 262541
Houston, Texas 77207
(713) 991-7317

Jefferson County Purchasing Dept
1001 Pearl Street, 3rd Floor
Beaumont, Texas 77701

Keith Lake Fish Pass Baffle
Bid # IFB 14-045/JW
Bid Due: 11:00 AM November 4 2014

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

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

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

APAC - TEXAS
Company Name

P.O. Box 20719
Address

BEAUMONT TX 77720
City State Zip

Rebecca Rutledge
Signature of Person Authorized to Sign

REBECCA RUTLEDGE
Printed Name

MATERIALS MANAGER
Title

For clarification of this offer, contact:

REBECCA RUTLEDGE
Name

409 284 2600 409 866 5541
Phone Fax

rhrutledge@apac.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Term Contract for Gray Limestone (Commonly Referred to as 610 Base). Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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

This contract shall henceforth be referred to as Contract No. 14-044/JW, Term Contract for Gray Limestone (Commonly Referred to as 610 Base). The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Rebecca Rutledge

REBECCA RUTLEDGE
CONTRACTOR

Bidder Shall Return Completed Form with Offer.

Bid Form

Minimum Orders will not be accepted.
Prices F.O.B. delivered with freight prepaid and allowed by type of equipment indicated.

Bidders: Please be sure to include full address(es) and hours of operation for Hopper Pick-Up locations.

			Price per Ton, Tandem Dump	Price per Ton, Trailer
A.	**Gray Limestone Base – delivered from vendor's hopper to job site.**			
	1. 1-10 miles		$ 36.75	$ 36.05
	2. 11-20 miles		$ 39.45	$ 37.10
	3. 21-30 miles		$ 42.60	$ 38.35
	4. 31+ miles		$ 44.95	$ 40.55
B.	**Hopper Pick-up**			
	Location	**Address**		**Price per Ton**
	1. Beaumont	860 PINE ST.		$ 31.25/TON
	2. Port Neches			$
	3. Port Arthur			$
	4. Other			$
	5. Other			$
			Hours of Hopper Operation:	7AM - 4:30 PM
			Loose weight in LBS/C.Y.:	2600 lbs /Cy

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form with Offer.

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: Orange County

Address: P.O. Box 399; Orange, Tx 77630

Contact Person and Title: Clark Slacum

Phone: (409) 882 7905 Fax: (409) 670 4406

Contract Period: 6/1/14 - 12/31/14 Scope of Work: Road Material Contract

REFERENCE TWO

Government/Company Name: Hardin County

Address: P.O. Box 850; Kountze, Tx 77625

Contact Person and Title: Jackie Ellis

Phone: (409) 246 5124 Fax:

Contract Period: 11/1/14 - 5/31/15 Scope of Work: Road Material Contract

REFERENCE THREE

Government/Company Name: City of Beaumont

Address: P.O. Box 3827; Beaumont, Tx 77701

Contact Person and Title: Dr. Joe Majalani

Phone: 409 8385016 Fax: (409) 838 6153

Contract Period: 4/1/14 - 9/30/14 Scope of Work: Road Material Contract

Bidder Shall Return Completed Form with Offer.

Signature Page

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

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

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

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

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

APAC-TEXAS
Bidder (Entity Name)

Rebecca Rutledge
Signature

P.O. Box 20779
Street & Mailing Address

REBECCA RUTLEDGE
Print Name

BEAUMONT, TX 77720
City, State & Zip

11/3/14
Date Signed

409 284 2600
Telephone Number

409 866 5541
Fax Number

rhrutledge@apac.com
E-mail Address

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.

A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

1. Name of person doing business with local governmental entity.

REBECCA RUTLEDGE

2. ☑ Check this box is you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

NONE

4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

NONE

Bidder Shall Return Completed Form with Offer.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ
Page 2

For vendor or other person doing business with local government entity

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

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

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

      ☐ Yes ☐ No

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

      ☐ Yes ☐ No

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

      ☐ Yes ☐ No

   D. Describe each affiliation or business relationship:

      NONE

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

   NONE

7.

Rebecca Lutlodge — 11/3/14

Signature of person doing business with the governmental entity — Date

Bidder Shall Return Completed Form with Offer.

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

Did the Prime Contractor/Consultant . . .

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

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

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

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

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

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

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

REBECCA RUTLEDGE
Printed Name of Authorized Representative

Rebecca Rutledge
Signature

MATERIALS MANAGER
Title

11/3/14
Date

Bidder Shall Return Completed Form with Offer.

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

This information must be submitted with your bid.

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

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

Contractor Name: _____ HUB: p Yes p No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

Printed Name of Contractor Representative	Signature of Representative	Date
REBECCA RUTLEDGE	Rebecca Rutledge	11/3/14
Printed Name of HUB	Signature of Representative	Date

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

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

This information must be submitted with your bid.

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

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet **(Duplicate as Needed)**

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

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

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

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

- ☐ All subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☑ Other: NO SUB-CONTRACTING OPPORTUNITY - MATERIAL CONTRACT

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): Rebecca Rutledge

Title: Materials Manager

Signature: Rebecca Rutledge

Date: 11/3/14

E-mail address: rhrutledge@apac.com

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

Name (print or type): Same As Above

Title: _____

Date: _____

E-mail address: _____

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

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

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☑ I certify that APAC-TEXAS, INC. [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

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

Taxpayer Identification Number (T.I.N.):	1-58-140-1466-601
Company Name submitting bid/proposal:	APAC-TEXAS, INC
Mailing address:	P.O. Box 20779; Beaumont, Tx 77720

If you are an individual, list the names and addresses of any partnership of which you are a general partner:

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

Jefferson County Tax Acct. No.*	Property address or location**
2000000/027175	12907 Hwy 90; Beaumont, Tx 77713
231218-000.02400-00000-9	WASHINGTON BLVD @ IH-10

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

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

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

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

STATE OF TEXAS COUNTY OF JEFFERSON

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

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

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

Name and address of bidder: APAC-TEXAS
P.O. Box 20779; BEAUMONT, TX 77720

Fax: 409 866 5544 Telephone# 409 284 2600

by: REBECCA RUTLEDGE (print name) Title: MATERIALS SALES MANAGER

Signature: Rebecca Rutledge

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

this the _____ day of _____, 2014.

Melissa McKague
Notary Public in and for
the State of Texas

Bidder Shall Return Completed Form with Offer.

MELISSA MCKAGUE
Notary Public, State of Texas
My Commission Expires
June 14, 2016

apac
P.O. Box 20779 Beaumont, Texas 77720

04 22 25R19-2-9CEDL

JEFFERSON COUNTY PURCHASING
1001 PEARL ST., 3RD FLOOR
BEAUMONT, TX 77701

IFB 14-044/JW
#610 LIMESTONE BASE BID
DUE: 11:AM – NOV 4, 2014

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

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

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

MARTIN MARIETTA
Company Name

505 ORLEANS, SUITE 200
Address

BEAUMONT, TX 77701
City State Zip

Signature of Person Authorized to Sign

BILL KELLEY
Printed Name

SALES REPRESENTATIVE
Title

For clarification of this offer, contact:

BILL KELLEY
Name

409-658-7791 409-654-3312
Phone Fax

william.kelley@martinmarietta.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Term Contract for Gray Limestone (Commonly Referred to as 610 Base). Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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

This contract shall henceforth be referred to as Contract No. 14-044/JW, Term Contract for Gray Limestone (Commonly Referred to as 610 Base). The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Minimum Orders will not be accepted.
Prices F.O.B. delivered with freight prepaid and allowed by type of equipment indicated.

Bidders: Please be sure to include full address(es) and hours of operation for Hopper Pick-Up locations.

			Price per Ton, Tandem Dump	Price per Ton, Trailer
A.	**Gray Limestone Base – delivered from vendor's hopper to job site.**			
	1. 1-10 miles		$ 35.00/TON	$ 34.00/TON
	2. 11-20 miles		$ 35.50/TON	$ 34.50/TON
	3. 21-30 miles		$ 36.50/TON	$ 35.50/TON
	4. 31+ miles		$ 38.00/TON	$ 37.00/TON
B.	**Hopper Pick-up**			
	Location	**Address**		**Price per Ton**
	1. Beaumont	2525 DOLLINGER ROAD		$ 31.00/TON
	2. Port Neches			$
	3. Port Arthur			$
	4. Other			$
	5. Other			$
			Hours of Hopper Operation:	6:00 A.M. - 6:00 P.M.
			Loose weight in LBS/C.Y.:	MON - FRI

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form with Offer.

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: City of Beaumont

Address: P.O. Box 3827 Beaumont, TX 77704-3827

Contact Person and Title: Patrick Bard Purchasing Manager

Phone: 409-880-3720 Fax: 409-880-3747

Contract Period: 2013/2014 Scope of Work: Concrete & Cmt Stab Base

REFERENCE TWO

Government/Company Name: City of Port Arthur

Address: P.O. Box 1089, Port Arthur, TX 77641

Contact Person and Title: Shawna Tubbs, Purchasing Agent

Phone: 409-983-8160 Fax: 409-983-8291

Contract Period: 2013/2014 Scope of Work: Road Building Materials

REFERENCE THREE

Government/Company Name: Jefferson County Drainage District #6

Address: 6550 Walden Road, Beaumont, TX 77720

Contact Person and Title: Stephen LeBlanc, Project Inspector

Phone: 409-842-1818 Fax: 409-842-2729

Contract Period: 2014 Scope of Work: Concrete & Materials

Bidder Shall Return Completed Form with Offer.

Signature Page

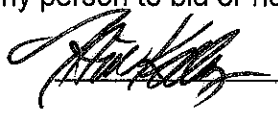
As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the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

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

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

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

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

MARTIN MARIETTA	
Bidder (Entity Name)	Signature
505 ORLEANS, SUITE 200	BILL KELLEY
Street & Mailing Address	Print Name
BEAUMONT, TX 77701	11/3/14
City, State & Zip	Date Signed
409-835-4933	409-654-3312
Telephone Number	Fax Number
william.kelley@martinmarietta.com	
E-mail Address	

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.

A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

1. Name of person doing business with local governmental entity.

2. ☐ Check this box is you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

Bidder Shall Return Completed Form with Offer.

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ
Page 2

For vendor or other person doing business with local government entity

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

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

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

      ☐ Yes ☐ No

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

      ☐ Yes ☐ No

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

      ☐ Yes ☐ No

   D. Describe each affiliation or business relationship:

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

7.

_____ _____

Signature of person doing business with the governmental entity Date

Bidder Shall Return Completed Form with Offer.

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

Did the Prime Contractor/Consultant . . .

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

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

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

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

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

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

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

Printed Name of Authorized Representative _____ Signature _____

Title _____ Date _____

Bidder Shall Return Completed Form with Offer.

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

This information must be submitted with your bid.

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

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

Contractor Name: _____ HUB: p Yes p No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

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

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

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

This information must be submitted with your bid.

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

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet **(Duplicate as Needed)**

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

NOT APPLICABLE

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

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

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

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

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☒ I certify that MARTIN MARIETTA [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

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

Taxpayer Identification Number (T.I.N.):	65-1310123
Company Name submitting bid/proposal:	MARTIN MARIETTA
Mailing address:	505 ORLEANS, SUITE 200, BEAUMONT, TX 77701
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

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

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

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

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

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

STATE OF TEXAS COUNTY OF JEFFERSON

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

on this day personally appeared BILL KELLEY (name), who

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

"I, BILL KELLEY (name) am a duly authorized officer of/agent

for MARTIN MARIETTA (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said MARTIN MARIETTA (name of firm).

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

Name and address of bidder: MARTIN MARIETTA, 505 ORLEANS, SUITE 200
BEAUMONT, TX 77701

Fax: 409-654-3312 Telephone# 409-835-4933

by: BILL KELLEY (print name) Title: SALES REPRESENTATIVE

Signature:

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

this the 3rd day of November, 2014.

RUTH HAIDUK
Notary Public, State of Texas
My Commission Expires
February 05, 2015

Notary Public in and for
the State of Texas

Bidder Shall Return Completed Form with Offer.

176

MARTIN MARIETTA MATERIALS
505 ORLEANS, SUITE 200
BEAUMONT, TX 77701

03-11-14P01:46 RCDL

JEFFERSON COUNTY PURCHASING
TERM CONTRACT FOR 610 BASE
IFB 14-044/JW
SEALED BID

Gray Limestone

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

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

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

Rural Pipe & Supply
Company Name

809 Visador Road/P.O. Box 1540
Address

Jasper Texas 75951
City State Zip

Amanda Shaver
Signature of Person Authorized to Sign

Amanda Shaver
Printed Name

President
Title

For clarification of this offer, contact:

Tommy Shaver
Name

(409) 384-5800/(409) 384-9363
Phone Fax

tshaver@ruralpipe.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Term Contract for Reinforced Concrete Pipe and Pre-cast Concrete Box Culverts for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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

This contract shall henceforth be referred to as Contract No. 14-042/JW, Term Contract for Reinforced Concrete Pipe and Pre-cast Concrete Box Culverts for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

No Minimum Orders.
All delivery and freight charges are to be included in the bid price.

Item	Size	Wall	Wt./Ft.	Unit Price per Foot
1	12"	2"	90#	$ 22.58
2	15"	2¼"	125#	$ 24.63
3	18"	2½"	160#	$ 26.69
4	21"	2-3/4"	205#	$ NA
5	24"	3"	260#	$ 30.11
6	27"	3¼"	310#	$ NA
7	30"	3½"	370#	$ 52.69
8	33"	3-3/4"	450#	$ NA
9	36"	4"	520#	$ 72.53
10	42"	4½"	680#	$ 91.69
11	48"	5"	850#	$ 114.27
12	54"	5½"	1050#	$ 160.11
13	60"	6"	1280#	$ 189.53
14	72"	7"	1891#	$ 283.95
15	5' x 4'	Box Culverts		$ 273.69
16	5' x 3'	Box Culverts		$ 255.22
17	7' x 3'	Box Culverts		$ 388.64
18	Other Concrete Products – Discount			%

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form with Offer.

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: City of Beaumont

Address: 801 Main Street, Suite 125, Beaumont, TX 77701

Contact Person and Title: Bob Hollar Purchasing Agent

Phone: (409) 880-3720 Fax: (409) 861-2376

Contract Period: _____ Scope of Work: _____

REFERENCE TWO

Government/Company Name: City of Port Arthur

Address: 444 4th Street, Port Arthur, TX 77640

Contact Person and Title: Lonnie Linden Warehouse Manager

Phone: (409) 983-8555 Fax: (409) 983-8562

Contract Period: _____ Scope of Work: _____

REFERENCE THREE

Government/Company Name: City of Sour Lake

Address: 625 Hwy. 105 W., Sour Lake, TX 77659

Contact Person and Title: Larry Sturdge City Manager

Phone: (409) 287-2059 Fax: (409) 287-2800

Contract Period: _____ Scope of Work: _____

Bidder Shall Return Completed Form with Offer.

Signature Page

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

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

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

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

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

Rural Pipe & Supply
Bidder (Entity Name)

809 Visador Road / PO Box 1540
Street & Mailing Address

Jasper, TX 75951
City, State & Zip

(409) 384-5800
Telephone Number

tshaver@ruralpipe.com
E-mail Address

Amanda Shaver
Signature

Amanda Shaver
Print Name

10/31/14
Date Signed

(409) 384-9363
Fax Number

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.

A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

1. Name of person doing business with local governmental entity.

NA

2. ☐ Check this box is you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.) NA

3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

NA

4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

NA

Bidder Shall Return Completed Form with Offer.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ
Page 2

For vendor or other person doing business with local government entity

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

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

D. Describe each affiliation or business relationship:

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

NA

7.

Amanda Stuart — 10/31/14

Signature of person doing business with the governmental entity — Date

Bidder Shall Return Completed Form with Offer.

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

Did the Prime Contractor/Consultant . . .

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

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

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

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

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

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

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

Amanda Shaver
Printed Name of Authorized Representative

Amanda Shaver
Signature

President
Title

10/31/14
Date

Bidder Shall Return Completed Form with Offer.

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

This information must be submitted with your bid.

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

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

Contractor Name: Kural Pipe & Supply HUB: (Yes) No

Address: 809 Visador Road / Jasper / TX / 75951
Street / City / State / Zip

Phone (with area code): (409) 384-5800 Fax (with area code): (409) 384-9363

Project Title & No.: Term Contract for RCP and Precast Box Culverts for Jefferson County IFB 14-042/JW

Prime Contract Amount: $ NA

HUB Subcontractor Name: NA not sure who supplier will be

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street / City / State / Zip

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

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

Description of Subcontract Work to be Performed: _____

Amanda Shaver	Amanda Shaver	10/31/14
Printed Name of Contractor Representative	Signature of Representative	Date
Rural Pipe & Supply	Amanda Shaver	10/31/14
Printed Name of HUB	Signature of Representative	Date

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

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

This information must be submitted with your bid.

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

Prime Contractor: Rural Pipe & Supply HUB: ☑ Yes ☐ No if possible

HUB Status (Gender & Ethnicity): female / WBE

Address: 809 Visador Road (Street) Jasper (City) TX (State) 75951 (Zip)

Phone (with area code): (409) 384-5800 Fax (with area code): (409) 384-9363

Project Title & No.: Term Contract for RCP and Precast Box Culverts for Jefferson County IFB/RFP No.: 14-042/JW

Total Contract: $ NA Total HUB Subcontract(s): $ NA

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: NA

HUB Status (Gender & Ethnicity): _____

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

Address: _____ (Street) (City) (State) (Zip)

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet **(Duplicate as Needed)**

HUB Subcontractor Name: NA

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: NA

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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

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

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

- ☐ All subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☑ Other: Not sure which subcontractor/supplier we will use yet.

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

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

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

Subcontractor Name: NA

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: NA

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

Subcontractor Name: NA

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: NA

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): Amanda Sharer
Title: President
Signature: Amanda Sharer
Date: 10/31/14
E-mail address: tsharer@ruralpipe.com

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

Name (print or type): Tommy Sharer
Title: VP
Date: 10/31/14
E-mail address: tsharer@ruralpipe.com

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

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

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that Rural Pipe & Supply [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

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

Taxpayer Identification Number (T.I.N.):	1-75-2887631-5
Company Name submitting bid/proposal:	Rural Pipe & Supply
Mailing address:	P.O. Box 1540 Jasper, TX 75951
If you are an individual, list the names and addresses of any partnership of which you are a general partner: Corporation	

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

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

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

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

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

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

STATE OF Texas COUNTY OF Jasper

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

"I, Amanda Shaver (name) am a duly authorized officer of/agent for Rural Pipe & Supply, Inc (name of firm) and have been duly authorized to execute the foregoing on behalf of the said Rural Pipe & Supply Inc (name of firm).

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

Name and address of bidder: Rural Pipe & Supply, Inc
PO Box 1540 Jasper, TX 75951

Fax: (409) 384-9363 Telephone# (409) 384-5800

by: Amanda Shaver (print name) Title: President

Signature: Amanda Shaver

SUBSCRIBED AND SWORN to before me by the above-named Amanda Shaver on this the 31st day of October, 2014.

Jennifer Gooch
Notary Public in and for the State of Texas

JENNIFER R. GOOCH
Notary Public
State of Texas
My Comm. Expires 01-06-2016

Bidder Shall Return Completed Form with Offer.

192

04-11-14A08:12 RCVD

11/3/2014 FedEx Ship Manager - Print Your Label(s)

From: (409) 384-5800
John Spears
Rural Pipe & Supply
809 Visador Road

Jasper, TX 75951

Origin ID: OZAA

FedEx Express

J142214092303uv

Ship Date: 03NOV14
ActWgt: 1.0 LB
CAD: 105969150/INET3550

Dims: 13 X 10 X 1 IN

Delivery Address Bar Code

Ref #
Invoice #
PO #
Dept #

SHIP TO: (409) 835-8593 BILL SENDER

Deborah Clark
Jefferson County Purchasing Depart.
1149 Pearl Street
3rd Floor, New Courthouse
BEAUMONT, TX 77701

TRK# 0201 **7717 2187 1200**

TUE - 04 NOV 8:30A
FIRST OVERNIGHT
DSR
77701
TX-US
IAH

43 BPTA

522G1/616C/8AC9

FO

RT FO
FZ
08:30
1200
11.04

FedEx First Overnight®

147918 REV 8/08 RRD

FO

FedEx Express

FedEx First Overnight®

147918 REV 8/08 RRD

FO

147918 REV 8/08 RRD

ATTACHMENT A

IFB 14-045/JW
Keith Lake Fish Pass Baffle
Final Tabulation

				Luhr Bros., Inc. 250 W. Sand Bank Rd. PO Box 50 Columbia, IL 62236 Attention: Michael A. Luhr bshaw@lhur.com 618-281-4106 phone 618-281-8930 fax		**Shirley & Sons Construction Co, Inc.** 15705 FM 787 West Cleveland, TX 77327 Attention: Ronald R. Shirley ssconstruction@earthlink.net 713-222-7881 phone 281-592-9543 fax		**Tom-Mac, Inc.** PO Box 262541 Houston, TX 77207 Attention: Thomas W. McMillian tommac@tom-mac.com 713-991-7317 phone 713-991-7317 fax	
Item No.	**Code**	**Unit**	**Approx. Quantities**	**Unit Bid Price**	**Item Total**	**Unit Bid Price**	**Item Total**	**Unit Bid Price**	**Item Total**
0132	2005	CY	80.00	$20.00	$1,600.00	$20.00	$1,600.00	$35.00	$2,800.00
0432	2019	CY	3582.00	$150.00	$537,300.00	$148.19	$530,816.58	$165.00	$591,030.00
0432	2024	CY	10028.00	$160.00	$1,604,480.00	$148.19	$1,486,049.32	$165.00	$1,654,620.00
0500	2001	LS	1.00	$250,000.00	$250,000.00	$200,000.00	$200,000.00	$220,000.00	$220,000.00
5000	2001	SY	5512.00	$23.00	$126,776.00	$10.32	$56,883.84	$13.25	$73,034.00
7652	2001	CY	9000.00	$23.00	$207,000.00	$18.00	$162,000.00	$20.00	$180,000.00
				TOTAL Bid	$2,727,156.00	**TOTAL Bid**	**$2,437,349.74**	**TOTAL Bid**	$2,721,484.00

CONTRACT

This agreement made this 17th day of November, 2014, by and between the County of Jefferson, Texas represented by the County Judge, party of the first part, and **Shirley & Sons Construction Co, Inc.** his/their executors, administrators, heirs, successors or assigns, the Contractor, party of the second part.

WHEREAS, the County desires to enter into a contract for the pavement improvements as shown and described in the plans, specifications and special provisions included herein, and

WHEREAS, the Contractor has been engaged in and now does such work and represents that he is fully equipped, competent and capable of performing the desired and herein outlined work and is ready and willing to perform such work in accordance with the unit prices listed herein and the provisions of the herein included specifications, special provisions and plans, now

WITNESSETH: That for and in consideration of the unit prices listed herein, a part of this contract, the Contractor agrees to do, at his own proper cost and expense, all the work necessary for the roadway improvement as shown and described in the plans and in accordance with the provisions of the specifications and special provisions which are a part of this contract.

Time for completion of this contract shall be computed beginning on the effective date given in the Notice to Proceed.

The work to be constructed under this contract shall be completed in 60 working days.

And the County, in consideration of the full and true performance of said work by the Contractor, hereby agrees and binds itself to pay the Contractor for the quantities of work performed in compliance with this contract at the respective unit prices set forth herein, subject to adjustment as herein provided. The following items of work and respective unit prices are those contained in the original proposal and are a part of this contract. The County limits its obligation hereunder to the funds available.

The Contractor expressly warrants that he has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement, or in compensation for services in connection therewith, any brokerage commission or percentage upon the amount receivable by him hereunder; and that he has not in estimating the contract price demanded by him, included any sum by reason of any such brokerage, commission or percentage; and that all moneys payable to him hereunder are free from all obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the County or for deduction from any sum due or to become

due thereunder an amount equal to any brokerage commission or percentage so paid or agreed to be paid or both.

In the employment of labor in the performance of this contract, preference shall be given, other conditions being equal, to honorably discharged service personnel, but no other preference or discrimination among citizens of the United States shall be made.

It is acknowledged and agreed by the parties hereto that this contract is the full and complete contract for the construction of the work called for and described herein.

IN WITNESS WHEREOF, the parties hereto have set their hands the date herein named.

COUNTY OF JEFFERSON
Party of the First Part

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs hereto approved and authorized by the Commissioner's Court of Jefferson County:

By: _____
County Judge

RECOMMENDED FOR EXECUTION:

_____
Director of Engineering

CONTRACTOR
Party of the Second Part

By: _____

_____
(Title)

ATTACHMENT B

IFB 14-042/JW
Term Contract for Reinforced Concrete Pipe
and Pre-cast Concrete Box Culverts for Jefferson County
Final Tabulation

Rural Pipe & Supply
809 Visador Road
PO Box 1540
Jasper, TX 75951
Attention: Tommy Shaver
409-384-5800 phone
409-384-9363 fax
tshaver@ruralpipe.com

Item	Size	Wall	Wt./Ft.	Unit Price per Foot
1	12"	2"	90#	$22.58
2	15"	2-1/4"	125#	$24.63
3	18"	2-1/2"	160#	$26.69
4	21"	2-3/4"	205#	No Bid
5	24"	3"	260#	$30.11
6	27"	3-1/4"	310#	No Bid
7	30"	3-1/2"	370#	$52.69
8	33"	3-3/4"	450#	No Bid
9	36"	4"	520#	$72.53
10	42"	4-1/2"	680#	$91.69
11	48"	5"	850#	$114.27
12	54"	5-1/2"	1050#	$160.11
13	60"	6"	1280#	$189.53
14	72"	7"	1891#	$283.95
15	5'x4'	Box Culverts		$273.69
16	5'x3'	Box Culverts		$255.22
17	7'x3'	Box Culverts		$388.64
18	Other Concrete Products - % Off			No Discount

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

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

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

Rural Pipe & Supply
Company Name

809 Visador Road/P.O. Box 1540
Address

Jasper Texas 75951
City State Zip

Amanda Shaver
Signature of Person Authorized to Sign

Amanda Shaver
Printed Name

President
Title

For clarification of this offer, contact:

Tommy Shaver
Name

(409) 384-5800/(409) 384-9363
Phone Fax

tshaver@ruralpipe.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Term Contract for Reinforced Concrete Pipe and Pre-cast Concrete Box Culverts for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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

This contract shall henceforth be referred to as Contract No. 14-042/JW, Term Contract for Reinforced Concrete Pipe and Pre-cast Concrete Box Culverts for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Correct Care Solutions, LLC
1283 Murfreesboro Road, Suite 500
Nashville, Tennessee 37217
800-592-2974
www.correctcaresolutions.com

CCS
CORRECT CARE
SOLUTIONS

September 17, 2014

Cindy Greene
Contract Monitor
Jefferson County Sheriff's Department
5030 Hwy 69 South
Beaumont, Texas 77705

RE: 2015 Renewal Letter

Dear Ms. Greene:

As the proud provider of medical, mental health and dental services for the detainees at the Jefferson County Correctional Facility (JCCF), CCS/Conmed constantly aims to reach and surpass your needs concerning the level and quality of services we provide.

We are presenting Jefferson County with our request for confirmation of renewal of the contract as well as a price increase consistent with the Price and Verification of Proposal section of the RFP response as part of the contract. We are well aware of the economic concerns facing us all during this time, and we are committed to working with you to accomplish a mutually satisfactory and equitable renewal.

The current term of your existing contract with Conmed, Inc. for services at the JCCF ends on January 28, 2015. We are requesting confirmation of the first of three (3) optional contract renewals with a contractual increase of 2.0% for the period scheduled to begin on January 29, 2015 through January 28, 2016.

Services for this current contract term are billed at the base cost of $264,160.00 monthly ($3,169,920 annually), with a $0.97 per diem.

The cost for the renewal period for existing services, with approval of the requested 2.0% increase, will be $269,443.20 monthly ($3,233,318.40 annually), with a $0.99 per diem.

If the Honorable Jeff R. Branick finds this request acceptable, he may acknowledge where indicated below and return a copy of this letter to us. Should you have any questions, or if I can be of service to you in any way, please contact me directly at (615) 324-5792, or on my mobile number, (615) 394-5205.

Respectfully,

Chris Bove
Chief of Institutional Operations, Jails

Acknowledged and Accepted

_____
Judge Jeff R. Branick

Date: _____

cc: Chief Jeff Theriot
Wendy Dunegan, Regional Manager
Gina Rose, Director of Client Partnerships

ATTEST_____
DATE_____

IFB 14-018/KJB

Texas General Land Office
Disaster Recovery

Construction Contract Change Order Request Form

Engineer:	Owner:	Contractor:
Chica & Associates, Inc. 505 Orleans St., Suite 106 Beaumont, TX 77701 Phone No.: (409) 833-4343	Jefferson County 1149 Pearl Street Beaumont, TX 77701 Phone No.: (409) 835-8584	N&T Construction Co., Inc. P.O. Box 269, Beaumont, TX 77704 Agreement Date: 8/18/14 Phone No.: (409) 813-8592
Date: 11 / 13 / 14 Project Code No.: P01100-14 Bid Package No.: 16101-1_BID	Contract For (Project Description): For the construction of the Port Arthur Health Clinic.	GLO Contract No.: 10-5219-000-5299 Change Order No.: 01

You are hereby requested to comply with the following changes from the contract plans and specifications:

Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Scheduled, Etc.	Decrease in Contract Price	Increase in Contract Price
1	Revised ~ On Site Drainage & Collection Piping; Add 2 (two) Ea. drop inlets and 233 L.F. of 18" HDPE (per City of Port Arthur Requirements)		$13,357.25
2	Revised ~ Entergy Underground Conduit Relocation (per Entergy Requirements)		$ 1,748.06
3	Added ~ 1 Ea. Lockable Junction Box with Lugs (per Entergy Requirements)		$1,655.14
4	Added ~ 1 Ea. Sink, waste & vent, water piping, rough-in slab, and excavation in Lab Room (per Health Department Requirements)		$2,439.15

5	Locate & Re-rout existing Waterline L.S. from under proposed building (per City of Port Arthur Requirements)		$2,729.53

Change in Contract Price		Change in Contract Time (Calendar Days)	
Original Contract Price:	$1,955,000.00	Original Contract Time:	300 days
Previous Change Order(s): No. 1 to No.	$ 0.00	Net Change From Previous Change Orders:	0 days
Contract Price Prior to this Change Order:	$1,955,000.00	Contract Time Prior to this Change Order:	300 days
Net Increase/Decrease of this Change Order:	$ + 21,929.13	Net Increase/Decrease of this Change Order:	+ 15 days
Contract Price With all Approved Change Orders:	$ 1,976,929.13	Contract Time With all Change Orders:	315 days
Cumulative Percent Change in Contract Price (+/-): (+) 1.011216946 %		Grantee Contract End Date: (mm/dd/yy 12 / 31 / 15	
Construction Contract Start Date: (mm/dd/yy) 9 / 15 / 14		Construction Contract End Date: (mm/dd/yy) 7 / 26 / 15	

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

RECOMMENDED:
By: Robert L. Barbin, P.E.
ENGINEER
Date: 11/13/14

APPROVED:
By: _____
OWNER
Date: _____

ACCEPTED:
By: S Williams
CONTRACTOR
Date: 11/13/14

ATTEST _____
DATE _____

JUSTIFICATION FOR CHANGE

1. Will this Change Order increase or decrease the number of beneficiaries?	☐ Increase	☐ Decrease	☒ No Change
If there is a change, how many beneficiaries will be affected?	Total ____	L/M ____	
2. Effect of this change on scope of work:	☐ Increase	☐ Decrease	☒ No Change
3. Effect on operation and maintenance costs:	☐ Increase	☐ Decrease	☒ No Change
4. Are all prices in the change order dependent upon unit prices found in the original bid?	☐ Yes	☒No	
If "No", explain: Entergy didn't review plans prior to letting. They require a lockable junction box with lugs be provided for Entergy to terminate and provide power to the building.			
5. Has this change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction?	☐Yes	☒ No	
If "Yes", is an Environmental Re-assessment required?			
6. Is the Texas Commission on Environmental Quality (TCEQ) clearance still valid? (if applicable)	☒Yes	☐ No	
7. Is the TCEQ permit approval still valid? (sewer projects only)	☒ Yes	☐ No	
8. Are the handicapped access requirements/approval still valid? (if applicable)	☒Yes	☐ No	
9. Are other Disaster Recovery contractual special condition clearance still valid?	☒ Yes	☐ No	
(If no, specify):			

NOTE:

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

IFB 14-027/KJS

GARVER

11111 Katy Freeway
Suite 910
Houston, TX 77079

TEL 713.491.8333
FAX 713.973.5777

www.GarverUSA.com

PRESERVING VALUES 1919 95 2014 ADVANCING INFRASTRUCTURE

October 30, 2013

Mr. Alex Rupp
Jack Brooks Regional Airport
4875 Parker Drive
Beaumont, TX 77705

Re: Jack Brooks Regional Airport - Runway 16/34 Rehabilitation
Construction Contract Change Order No. 1

Dear Mr. Rupp:

We hereby request the adjustment to the planned contract quantities via contract change order to better align with field conditions. It has become apparent following the pavement marking removal that additional quantity of crack sealant for asphalt pavement will be required for this project. Much of the existing crack sealant that was beneath the existing seal coat and pavement markings could not be verified in design. During the paint removal process, more crack sealant came off the pavement than we anticipated. The result is to properly protect the pavement, more crack sealant is needed. The benefit of this is the new crack sealant replaces existing crack sealant that was performed in previous projects and will extend the useful life of the pavement.

The attached change order also reduces a quantity of spall repair to offset the cost of this additional crack sealing. The spall repair contract quantity exceeded the field amount of spall repair identified and will not be needed for this project. Therefore, that quantity is proposed to be reduced. The adjusted contract quantities requested results in a net cost for this change order of $0.00.

Please call me if you have any questions.

Sincerely,

Thomas D Dodson, PE
Senior Project Manager

Attachments: Construction Contract Change Order No. 1

Cc: Don Rao, Steve Stafford – Jefferson County; Karen Stewart - Jefferson County Purchasing Office

N:\2014\14121508 - BPT - Runway 16-34 Rehabilitation CPS\Construction\Change Orders\Requests\Rupp CO #1 Letter.2014-10-30.docx

GARVER

Construction Contract Change Order

Project: **Runway 16/34 Rehabilitation** Jack Brooks Regional Airport Garver Job No. 14121508	**Change Order No.** 1 **Date Prepared:** October 29, 2014
Owner: Jack Brooks Regional Airport 4875 Parker Dr. Beaumont, TX 77705	**Contractor:** APAC-Texas, Inc. P.O. Box 20779 Beaumont, Texas 77720

Description of Work Included in Contract
Adjustments to planned contract quantities to better align with field conditions.

Changes and Reasons Ordered (List Individual Changes as: A, B, C, D, etc.)

A. Concrete Spall Repair - Elastomeric Concrete - estimated plan quantity to be reduced

B. Crack Seal Asphalt Pavement - estimated plan quantity to be increased

Attachments:

Contract Changes	Bid Item No.	Bid Item Description	Original Estimated Quantity	Unit of Measure	Contract Unit Price	Revised Estimated Quantity	Revised Unit Price	Original Estimated Cost	Revised Estimated Cost
A.	P-101-5.1	Crack Seal Asphalt Pavement	800	LF	$4.05	4,800		$3,240.00	$19,440.00
B.	P-501-8.1a	Concrete Spall Repair - Elastomeric Concrete	600	SF	$90.00	420		$54,000.00	$37,800.00
								$0.00	$0.00
								$0.00	$0.00
								$0.00	$0.00
								$0.00	$0.00
								$0.00	$0.00
								$0.00	$0.00
								$0.00	$0.00
								$0.00	$0.00
								$0.00	$0.00
								$0.00	$0.00
								$0.00	$0.00
								$0.00	$0.00
								$0.00	$0.00
								$0.00	$0.00
								$0.00	$0.00
								$0.00	$0.00
								$0.00	$0.00
								$0.00	$0.00
							Summation of Cost	**$57,240.00**	**$57,240.00**
							Net Cost for this Change Order		**$0.00**

Estimated Project Cost	Estimated Project Cost
Original Contract Amount	**$305,518.00**
Previously Approved Changes	**$0.00**
This Change Order	**$0.00**
New Contract Amount	**$305,518.00**

Time Change	
Original Contract Start Date	October 16, 2014
Original Contract Time (calendar days)	30
Additional Calendar Days granted by this Change Order	0
New Contract Time (calendar days)	30
New Construction Completion Date	November 15, 2014

THIS AGREEMENT IS SUBJECT TO ALL ORIGINAL CONTRACT PROVISIONS AND PREVIOUS CHANGE ORDERS

ISSUED FOR REASONS INDICATED ABOVE
Engineer: Garver

Engineer's Signature _____ Title _____ Date _____

ACCEPTED BY CONTRACTOR

Contractor's Signature _____ Title _____ Date _____

APPROVED BY OWNER

Owner's Signature _____ Title _____ Date _____

ATTEST_____
DATE_____

The LaBiche Architectural Group, Inc.

Dohn H. LaBiche, Architect, FAIA
President

Greg Wall, AIA

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

ARCHITECTURE

PROJECT CONSULTING

PLANNING

INTERIOR DESIGN

November 11, 2014

Jefferson County Texas - Purchasing
Mrs. Deb Syphrett-Clark
1149 Pearl Street
Beaumont, Texas 77701

Project: Popeye Park water Bog Project

Re: Proposal for Architectural Services

Dear Mrs. Syphrett-Clark ,

We appreciate the opportunity to submit this proposal for Architectural Services for the referenced project for your approval. The LaBiche Architectural Group, Inc. (hereinafter "Architect") shall provide to Jefferson County Texas,(hereinafter "Client") the services described below for the compensation described below. This proposal is based upon our onsite evaluation and directive given to our office by Commissioner Michael Sinegal.

PROJECT INFORMATION:
The project, as we understand it, is the design of a bog for the reflecting pool in Popeye Park adjacent to the Jefferson County Sub Courthouse, Port Arthur, Texas. There are no construction documents available for the project therefore our staff will be required to take field measurements for the project.

SCOPE OF WORK:
The Architect and the Architect's consultants shall perform those services described below:

1. Field measure existing reflecting pool to gather information required for installation of the new bog.
2. Design bogs required for installation of plants and fish in the reflecting pool per clients directions.
3. Assist Owner with a Probable Cost Statement for the project based upon the Owner approved plan.
4. Provide construction documents for construction of the new bog and associated equipment, plants, fish and supplies required for the reflecting pool.

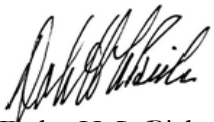
5. Provide all MEP engineering required for installation of all components comprising the bog.
6. Work with County employees to train them in the maintenance and operations of the bog.

COMPENSATION:
The scope of work outlined above will be performed for a fixed fee of Nine Thousand Dollars ($9,000.00), plus reimbursable expenses and distributed as follows:

- Additional Services requested by Client will be charged hourly per the fee schedule attached.
- Reimbursable expenses shall include all printing required for the project. Other expenses shall be approved by Owner prior to expenditures. Cost of reimbursable expenses shall be billed at 1.15 times the expenditure.
- Exclusions:
  1. Detailed Cost estimating by the Architect.
  2. Any services related to the Client's due diligence including, but not limited to: obtaining letters of utility availability and environmental assessments.

We have assembled this proposal based on our understanding of the specific needs related to this project. If you are in agreement with the terms and qualifications of this proposal, please sign one copy and return to us. We are extremely interested in working with you on this project and look forward to hearing back from you.

Respectfully,



Dohn H. LaBiche, FAIA

Approved By:

_____ _____

Name Date

HOURLY RATE SCHEDULE

PERSONNEL	HOURLY RATE*
Principal	125.00
Senior Project Architect	100.00
Project Architect	85.00
Intern Architect II	75.00
Intern Architect I	60.00
Draftsman	40.00
Interior Finish Consultant II	65.00
Secretarial	45.00
Draftsman	25.00

*The rates for services of the Architect as set forth in this Agreement shall be adjusted in accordance with their normal salary review practices.

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas.

Texas Board of Architectural Examiners
P.O. Box 12337
Austin, TX 78711-2337
Telephone: (512) 305-9000 / Fax: (512) 305-8900

WEST ORDER FORM FOR LAW ENFORCEMENT AGENCIES AND CORRECTIONAL FACILITIES ONLY - TEXAS CALIR SERVICES CONTRACT #2010-001

610 Opperman Drive, P.O. Box 64833
St. Paul, MN 55164-1803
Tel: 651/687-8000

WEST®
A Thomson Reuters business

Check West account status below as applicable: Rep Name & Number 0112219 - David Swanson

New ____ (NACI Form attached) **Existing with Increase Credit Limit** ____ (NACI Form attached)

Existing with no changes X **Existing with changes** ____ (Permanent name change must attach a Customer Name Change Form)

Acct # 1000076759 PO # ____ Date 10/29/14

Name/Subscriber Jefferson County Corr Facility Bill To Acct # ____

Order Confirmation Contact Name Misty Reeves

E-Mail mreeves@co.jefferson.tx.us

Westlaw Password Contact Name (for password delivery) same

E-Mail same

REQUIRED

Permanent Address Change ____ **One-Time Ship To** ____ **Additional Ship To** ____ **Additional Bill To** ____

Name ____ Attn: ____

Address ____ Suite/Floor ____

City ____ State ____ County ____ Zip ____

IF NEEDED

Subscriber Certifications (must be completed for every order, including renewals)

Subscriber by his/her initials below certifies and acknowledges understanding and acceptance of the security limits of Westlaw and Premise or other West software (for CD-ROM/DVD or West Reporter DVD-Archival orders) and Subscriber's responsibility for controlling Internet and network access:

X ____ **Subscriber's Initials.** Functionality of Westlaw cannot and does not limit access to non-West Internet sites. It is the responsibility of Subscriber to control network access to the Internet or internal correctional sites. By his/her initials, Subscriber acknowledges its understanding and acceptance of the security limits of Westlaw and Subscriber's responsibility for controlling Internet and network access.

X ____ **Subscriber's Initials.** Subscriber certifies that it shall be responsible for controlling network access to the Internet or internal Subscriber sites. Subscriber agrees to provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the Westlaw URL and other West software (including CD-ROM/DVD or West Reporter DVD-Archival orders). Subscriber must design, configure and implement its own security configuration.

X ____ **Subscriber's Initials.** Subscriber shall not use any Data, and shall not distribute any Data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the Subscriber Agreement.

X ____ **Subscriber's Initials.** In the event Subscriber uses any West software to access CD-ROM/DVD-ROM or West Reporter DVD-Archival products, Subscriber agrees to maintain the most current version of the West software for security purposes.

Subscriber, by his/her initials below, certifies that the following is current and accurate and that Subscriber shall provide West with prompt written notice should the status of any of the following certifications change. West may restrict access to certain databases, Features or services at any time.

Westlaw (including access as a link from CD-ROM products) will be accessed by and/or Data provided to **(please initial only one)**:

____ Non-inmates/administrative staff with no direct research results provided to inmates (including work product created as part of inmates' legal representation).

X ____ Internal access and/or inmate-requested research with access for employees only, for administrative or internal use as well as for research on behalf of or at the request of inmates, for example:

- Employee conducts Westlaw research online and provides printed Westlaw documents to inmates.
- Employee conducts Westlaw research online and posts printed Westlaw documents in the prison.
- Employee conducts Westlaw research online and makes printed Westlaw documents available for check-out from the inmate library.

All such access use will fully comply with the following restrictions:

- In no event shall inmates be provided direct access to or control of the terminal.
- Westlaw terminals will be located in a secured location that does not provide inmate access.
- Access shall only be given to Subscriber employees.
- No access shall be outsourced or otherwise provided to third parties.
- Subscriber shall be solely responsible for ensuring that no sensitive information is provided to inmates.

____ Direct access by inmates (including access for pro se legal representation), by third parties on behalf of inmates with results (print or electronic) delivered/provided to inmates, or by employees in circumstances where an inmate may have access to or control of the terminal.

Internal Use Only		MSTX

Subscribers that provide direct access to Westlaw must purchase/order the Westlaw Correctional Facilities Product and complete the following

Name of Technical Contact (please print): N/A

Telephone: N/A

E-Mail Address: N/A

Current Account #: N/A

IP Address: N/A

One IP Address per terminal. Additional pages may be attached if needed.

IP Address Range N/A

* Orders submitted without IP Address information may delay set up and access

Number of terminals which will be used for the Westlaw Correctional Facilities product:

WestlawPRO™/CD-ROM Products

Full Svc #	WestlawPRO/ CD-ROM Products	# of Pwds Conc. CD Users	Mo. Banded/ Base Rate	Per User/Conc. User Rate	Other	Total Monthly WestlawPRO/CD Charges
	WLN Option C	4				
	CJS	4				
	All Analytical	4				
	TX FormFinder	4				

Notes:

Content List Continued to Next Page (OF Internal Note - MSA option 6) PG- 1

Total Monthly Charges $ Continued

TEXAS CALIR SERVICES

Monthly charges, annual increases, and term dates for the Customizable Programs are specifically defined under the TEXAS CALIR Contract. The annual period, for purposes of price increases and renewal dates, runs from February 1 through January 31 of each year for the term of the TEXAS CALIR Contract.

TERMS BELOW APPLICABLE ONLY FOR SPECIAL/CUSTOMIZED OFFERS UNDER TEXAS CALIR CONTRACT #2010-001

Monthly WestlawPRO Charges and CD-ROM Charges are billed on the date West processes Subscriber's order and continue for a minimum of 12 complete calendar months ("Minimum Term"). Upon conclusion of the Minimum Term, CD-ROM Charges are billed thereafter at then-current rates. If Subscriber elects a longer Minimum Term the Monthly WestlawPRO Charges will be billed as set forth herein. Upon conclusion of the WestlawPRO Minimum Term, Monthly WestlawPRO Charges are billed thereafter at up to then-current rates. Excluded Charges and Monthly WestlawPRO Charges (after the Minimum Term) may be modified as set forth in the Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred. Any additional users added to any existing Per User WestlawPRO and/or CD-ROM product licensed by Subscriber from West shall be tied to the Minimum Term of the underlying Order Form for such product(s).

_____ **Subscriber's Initials for 24 Month WestlawPRO** Subscriber agrees to commit to a Minimum Term of 24 months and the Monthly WestlawPRO Charges for the second 12 months not to increase by more than _____% over the Monthly WestlawPRO Charges for the initial 12 months.

_____ **Subscriber's Initials for 36 Month WestlawPRO** Subscriber agrees to commit to a Minimum Term of 36 months and the Monthly WestlawPRO Charges for the second 12 months not to increase by more than _____% over the Monthly WestlawPRO Charges for the initial 12 months and the Monthly WestlawPRO Charges for the third 12 months not to increase by more than _____% over the Monthly WestlawPRO Charges for the second 12 months.

_____ **Subscriber's Initials** _____ attorneys are employed by Subscriber at the location identified above (for WestlawPRO and CD-ROM case law orders). If West learns that the actual number exceeds the number certified above, West reserves the right to increase Subscriber's charges as applicable.

____ **CD-ROM/DVD annual billing (please check if requested)**

WestlawPRO Renewals

*Current Monthly WestlawPRO Charges is/are rate(s) in effect as of the date of this Order Form and may not be the rate(s) in effect when rate(s) for the Renewal Term is/are calculated, depending on the length of the current Minimum Term or current Renewal Term.

Sub Matl #	WestlawPRO Products	Current Monthly WestlawPRO Charges*

Notes:

Subscribers that provide direct access to Westlaw must purchase/order the Westlaw Correctional Facilities Product and complete the following

Name of Technical Contact (please print): N/A

Telephone: N/A

E-Mail Address: N/A

Current Account #: N/A

IP Address: N/A

One IP Address per terminal. Additional pages may be attached if needed.

IP Address Range N/A

* Orders submitted without IP Address information may delay set up and access

Number of terminals which will be used for the Westlaw Correctional Facilities product:

WestlawPRO™/CD-ROM Products

Full Svc #	WestlawPRO/ CD-ROM Products	# of Pwds Conc. CD Users	Mo. Banded/ Base Rate	Per User/Conc. User Rate	Other	Total Monthly WestlawPRO/CD Charges
	TX FormFinder	4				
	All Graphical	4				
	TX Criminal Secondary	4				
	TX Legislative History	4				

Notes:
Content List Continued to Next Page PG - 2

Total Monthly Charges $ Continued

TEXAS CALIR SERVICES

Monthly charges, annual increases, and term dates for the Customizable Programs are specifically defined under the TEXAS CALIR Contract. The annual period for purposes of price increases and renewal dates, runs from February 1 through January 31 of each year for the term of the TEXAS CALIR Contract.

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_____ **Subscriber's Initials** for **36 Month WestlawPRO** Subscriber agrees to commit to a Minimum Term of 36 months and the Monthly WestlawPRO Charges for the second 12 months not to increase by more than _____% over the Monthly WestlawPRO Charges for the initial 12 months and the Monthly WestlawPRO Charges for the third 12 months not to increase by more than _____% over the Monthly WestlawPRO Charges for the second 12 months.

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____ **CD-ROM/DVD annual billing (please check if requested)**

WestlawPRO Renewals

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Sub Mat #	WestlawPRO Products	Current Monthly WestlawPRO Charges*

Notes:

Subscribers that provide direct access to Westlaw must purchase/order the Westlaw Correctional Facilities Product and complete the following

Name of Technical Contact (please print): N/A

Telephone: N/A

E-Mail Address: N/A

Current Account #: N/A

IP Address: N/A

One IP Address per terminal. Additional pages may be attached if needed.

IP Address Range N/A

* Orders submitted without IP Address information may delay set up and access

Number of terminals which will be used for the Westlaw Correctional Facilities product:

WestlawPRO™/CD-ROM Products

Full Svc #	WestlawPRO/ CD-ROM Products	# of Pwds Conc. CD Users	Mo. Banded/ Base Rate	Per User/Conc. User Rate	Other	Total Monthly WestlawPRO/CD Charges
	ResultsPlus	4				
	Immigration Core	4				
	Combined Jury Verdicts	4				
	All Briefs	4				

Notes:
Content List Continued to Next Page PG-3

Total Monthly Charges $ Continued

☑ **TEXAS CALIR SERVICES**

Monthly charges, annual increases, and term dates for the Customizable Programs are specifically defined under the TEXAS CALIR Contract. The annual period, for purposes of price increases and renewal dates, runs from February 1 through January 31 of each year for the term of the TEXAS CALIR Contract.

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_____ **CD-ROM/DVD annual billing (please check if requested)**

WestlawPRO Renewals

*Current Monthly WestlawPRO Charges is/are rate(s) in effect as of the date of this Order Form and may not be the rate(s) in effect when rate(s) for the Renewal Term is/are calculated, depending on the length of the current Minimum Term or current Renewal Term.

Sub Matl #	WestlawPRO Products	Current Monthly WestlawPRO Charges*

Notes:

Subscribers that provide direct access to Westlaw must purchase/order the Westlaw Correctional Facilities Product and complete the following

Name of Technical Contact (please print): N/A

Telephone: N/A

E-Mail Address: N/A

Current Account #: N/A

IP Address: N/A

One IP Address per terminal Additional pages may be attached if needed

IP Address Range N/A

* Orders submitted without IP Address information may delay set up and access

Number of terminals which will be used for the Westlaw Correctional Facilities product: _____

WestlawPRO™/CD-ROM Products

Full Svc #	WestlawPRO/ CD-ROM Products	# of Pwds Conc. CD Users	Mo. Banded/ Base Rate	Per User/Conc. User Rate	Other	Total Monthly WestlawPRO/CD Charges
	ALR	4				

Notes:

Content List Continued to Next Page

PG - 4

TOTAL MONTHLY RATE

Total Monthly Charges $ 1236.00

TEXAS CALIR SERVICES

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TERMS BELOW APPLICABLE ONLY FOR SPECIAL/CUSTOMIZED OFFERS UNDER TEXAS CALIR CONTRACT #2010-001

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_____ **Subscriber's Initials** _____ attorneys are employed by Subscriber at the location identified above (for WestlawPRO and CD-ROM case law orders) If West learns that the actual number exceeds the number certified above, West reserves the right to increase Subscriber's charges as applicable.

____ **CD-ROM/DVD annual billing (please check if requested)**

WestlawPRO Renewals

*Current Monthly WestlawPRO Charges is/are rate(s) in effect as of the date of this Order Form and may not be the rate(s) in effect when rate(s) for the Renewal Term is/are calculated, depending on the length of the current Minimum Term or current Renewal Term.

Sub Matl #	WestlawPRO Products	Current Monthly WestlawPRO Charges*

Notes:

_____**Subscriber's Initials for 12 Month Renewal Term** ** Subscriber agrees to commit to an additional 12 months and the Monthly WestlawPRO Charges for the such additional 12 months shall be _____% more than the Monthly WestlawPRO Charges in effect at the end of the current Minimum Term and/or current Renewal Term.

_____**Subscriber's Initials for 24 Month Renewal Term** ** Subscriber agrees to commit to an additional 24 months. The Monthly WestlawPRO Charges for the first additional 12 months shall be _____% more than the Monthly WestlawPRO Charges in effect at the end of the current Minimum Term and/or current Renewal Term and the Monthly WestlawPRO Charges for the second additional 12 months shall be _____% more than the Monthly WestlawPRO Charges for the first additional 12 months.

_____**Subscriber's Initials for 36 Month Renewal Term** ** Subscriber agrees to commit to an additional 36 months. The Monthly WestlawPRO Charges for the first additional 12 months shall be _____% more than the Monthly WestlawPRO Charges in effect at the end of the current Minimum Term and/or current Renewal Term and the Monthly WestlawPRO Charges for the second additional 12 months shall be _____% more than the Monthly WestlawPRO Charges for the first additional 12 months. The Monthly WestlawPRO Charges for the third additional 12 months shall be _____% more than the Monthly WestlawPRO Charges for the second additional 12 months.

In the event a promotion in the underlying Order Form required Subscriber to maintain a subscription to certain West products in order to be eligible for such promotion ("Dependency Subscription(s)"), Subscriber must also maintain such Dependency Subscription(s) during the Renewal Term so that Subscriber may be eligible for the pricing set forth herein. In the event Subscriber terminates any of the Dependency Subscription(s) during the Renewal Term, any promotions and related discounts for the Dependency Subscription(s) shall immediately terminate.

**Effective at the end of the current Minimum Term or current Renewal Term. Upon conclusion of the Renewal Term designated above, Monthly WestlawPRO Charges are billed thereafter at then current rates. Excluded Charges and Monthly WestlawPRO Charges (after the Renewal Term) may be modified as set forth in the Subscriber Agreement. Subscriber is responsible for all Excluded Charges as incurred. During the Renewal Term and thereafter, Subscriber's access to and use of Westlaw shall be governed by the Subscriber Agreement.

Westlaw Passwords and QuickView+

Last Name	First Name, M.I.	Jdg	Clrk	Atty	Lib	Para	Other	Product(s)
Keep	Same							WLN

Subscriber shall authorize which Westlaw password(s) shall have access to QuickView+. Actual charges billed by West may vary from charges reported on QuickView+. Subscriber shall pay charges as billed. West does not warrant and has no liability with respect to accuracy of charges or other information on QuickView+.

Authorized QuickView+ Password Holder _____ Password _____ Authorized Acct. # _____

Print Products/Other Products

Full Sve #	Print Products and Other Products	Quantity	List Charges	Other	Charges
NA					

Total Charges $ 0.00

Terms of Payment for Print Products. West's standard terms of payment for print products purchased are net 30 days. West may elect to accept installment payments on the purchase price. Installment payment terms are $_____ per month plus tax for approximately_____ months until the purchase price, plus any additional amounts under this Order Form, is paid in full.

West's DVD Viewer and West's Reporter DVDs - Archival

Full Sve#	Products	Locations (up to #)	Users (up to #)	Qty	List Charges	Other	Charges
40647050 *	NRS PDF Viewer (with Westlaw access)						
40647651 **	NRS PDF Viewer (without Westlaw access)						

Notes: * For non-correctional and non-law enforcement customers only
** For correctional and law enforcement customers only

Total Charges $ 0.00

Terms of Payment for DVD Products. West's standard terms of payment for DVD products purchased are net 30 days. West may elect to accept installment payments on the purchase price. Installment payment terms are $ _____ per month plus tax for approximately _____ months until the purchase price, plus any additional amounts under this Order Form, is paid in full.

License Agreement for West's DVD Viewer and West's Reporter DVDs-Archival Products

1. **License.**

   a. **Grant.** West grants Licensee (also used as "Subscriber" herein) a non-exclusive, nontransferable, perpetual, limited license to access and use West's DVD Viewer software and West's Reporter DVDs ("Product") in Licensee's normal course of business (including all currently installed versions and any updates), at its licensed site. A "site" means all personal computers, servers or minicomputers (including networked systems) with the same operating system platform at a single location or at different locations which are connected by a single networked system (i.e., any combination of two or more terminals that are electronically linked and capable of sharing the use of a single software product). The Product is protected by copyright.

   b. **Copying.** Licensee may install the Product at the licensed site consistent with the number of users and the number of locations for which the Product is licensed. A "site" means all personal computers, servers or minicomputers (including networked systems) with the same operating system platform at a single location or applicable locations. Each copy made by Licensee must include the copyright/proprietary rights notice(s) embedded in and affixed to the Product. All other copying is prohibited.

   c. **Other Restrictions.** Licensee may not copy, download, scrape, store, publish, transmit, retransmit, disseminate, broadcast, circulate, sell, resell, or otherwise use the Product or any portion of the Product, in any form or by any means, except (i) as expressly permitted by this Agreement, (ii) with West's prior written permission, or (iii) if not otherwise expressly prohibited by this Agreement as allowed under the fair use provision of the Copyright Act (17 U.S.CA. sec. 107). Licensee may not loan, lease, distribute, or transfer the Product or copies to third parties, nor reverse engineer, decompile, disassemble or otherwise attempt to discern the source code of the components of the Product. Further, Licensee may not reproduce all or any portion of the Product (except as expressly permitted in this Agreement) or modify, translate or otherwise create derivative works of the Product. Licensee agrees to notify its employees and agents who may have access to the Product of the restrictions contained in this Agreement and to ensure their compliance with these restrictions.

2. **Title.** Licensee hereby acknowledges and agrees that all right, title and interest in and to the Product, the documentation and any other related materials are, and shall remain, vested solely in West, and Licensee shall not hold itself out as having any ownership or other rights with respect thereto, except as specifically granted hereunder.

3. **Limited Warranty.** West warrants that the medium, if any, upon which the Product is provided by West to Licensee will be free from defects in material and workmanship under normal use for a period of sixty (60) days from the date of Licensee's receipt of the Product.

4. **DISCLAIMER AND LIMITATION OF LIABILITY. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THE PRODUCT AND ANY DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OMISSIONS, COMPLETENESS, CURRENTNESS AND DELAYS. LICENSEE BEARS ALL RISK RELATING TO QUALITY AND PERFORMANCE OF THE PRODUCT. THE PERFORMANCE OF THE PRODUCT VARIES WITH VARIOUS MANUFACTURERS' EQUIPMENT WITH WHICH IT IS USED. CERTAIN SOFTWARE USED BY LICENSEE MAY NOT BE CAPABLE OF SUPPORTING THE PRODUCT. WEST DOES NOT WARRANT THE LEVEL OF PERFORMANCE OF THE PRODUCT OR THAT EARLIER VERSIONS SUPERSEDED BY NEW VERSIONS (WHETHER OR NOT DISTRIBUTED TO LICENSEE) WILL CONTINUE TO BE CAPABLE OF ACCESS AND USE. WEST DOES NOT WARRANT THAT THE PRODUCT OR THE FUNCTIONS CONTAINED IN THE PRODUCT WILL MEET LICENSEE'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION OR BE ERROR-FREE. LICENSEE ACKNOWLEDGES THAT PROVISION OF THE PRODUCT ENTAILS THE LIKELIHOOD OF SOME HUMAN AND MACHINE ERRORS, DELAYS, INTERRUPTIONS AND LOSSES, INCLUDING THE INADVERTENT LOSS OF DATA OR DAMAGE TO MEDIA. IN NO EVENT WILL WEST AND/OR ITS AFFILIATES BE LIABLE FOR ANY LOST PROFITS OR OTHER DAMAGES, INCLUDING DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, CONSEQUENTIAL OR ANY OTHER TYPE OF DAMAGES, INCLUDING LICENSEE'S INABILITY OR FAILURE TO PERFORM LEGAL OR OTHER RESEARCH OR RELATED WORK OR TO PERFORM SUCH LEGAL OR OTHER RESEARCH OR WORK PROPERLY OR COMPLETELY, EVEN IF ASSISTED BY WEST, OR ANY DECISION MADE OR ACTION TAKEN BY LICENSEE IN RELIANCE UPON THE PRODUCT, ARISING OUT OF THIS AGREEMENT OR THE USE OF THE PRODUCT LICENSED HEREUNDER, EVEN IF WEST AND/OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LICENSEE'S EXCLUSIVE REMEDY AND WEST'S AND/OR IT AFFILIATES' ENTIRE LIABILITY UNDER THIS AGREEMENT, IF ANY, FOR ANY CLAIM(S) FOR DAMAGES RELATING TO THE PRODUCT WHICH ARE MADE AGAINST THEM, INDIVIDUALLY OR JOINTLY, WHETHER BASED IN CONTRACT OR NEGLIGENCE SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF CHARGES PAID BY LICENSEE RELATIVE TO THE PRODUCT WHICH IS THE BASIS OF THE CLAIM(S) DURING THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.**

5. **Term and Termination.** This Agreement will become effective on the date Licensee's order is processed and accepted by West. West or Licensee may terminate this Agreement immediately upon giving written notice of termination t to the other party which commits a material breach of any obligation to under this License. If License is terminated, all versions of the Product must immediately be removed from Licensee's sites and returned to West.

6. **Limitation of Claims.** Except for claims relating to improper use of the Product, no claim, regardless of form, which in any way arises out of this Agreement, may be brought more than one year after the basis for the claim becomes known to the party desiring to assert it.

7. **Force Majeure.** West shall not be liable for any delay or failure in performing hereunder if caused by factors beyond its reasonable control, such as acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies and the like.

8. **Export Laws.** The Product and its related documentation may not be exported or reexported in violation of the U.S. Foreign Corrupt Practices Act and its implementing regulations, the U.S. Export Administration Act and its implementing regulations or any other applicable laws, rules and regulations.

9. **U.S. Government Customers.** Use, duplication or disclosure by the Government is subject to restrictions set forth in subparagraphs (a) through (d) of the Commercial Computer-Restricted Rights clause at FAR 52.227-19 when applicable, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Product clause in DFARS 252.227-7013, or in subdivision (c)(1) and (c)(2) of the Commercial Computer Product – Restricted Rights clause at 48 CFR 52.227-19, as applicable, and in similar clauses in the NASA FAR Supplement.

Subscription Service, Passwords (for applicable products) and West km. Subscription services may consist of updates and/or supplements to the service, including but not limited to: (a) CD-ROM Libraries: updated, replacement or supplemental CD_2ROMs and online updates, and other related supplemental material; (b) Print Products: pocket parts, pamphlets, replacement or ancillary volumes; loose-leaf pages and other related supplemental materials; all of which may be billed separately at then-current rates. Subscriber hereby requests that West provide subscription services for the herein-described products at then-current rates until such subscription services are cancelled by West or cancelled upon written request by Subscriber (or as provided for in the Subscriber Agreement for CD-ROM products). Any passwords issued hereunder may only be used by the person to whom the password is issued and sharing of passwords is STRICTLY PROHIBITED. Paragraph 2 (d) of the Subscriber Agreement notwithstanding, Subscriber may also permit a third party to transfer the CD-ROM Data contained in the Library(ies) to a single storage drive under Subscriber's exclusive control. Any West km software licensed hereunder must reside on a dedicated server provided and maintained by Subscriber at Subscriber's expense, and such server must be accessible to all of Subscriber's authorized users.

General Provisions (for all products). This Order Form is subject to approval by West, a Thomson Reuters business ("West") in St. Paul, Minnesota, and is governed by Texas law. The state and federal courts sitting in Texas will have exclusive jurisdiction over any claim arising from or related to this agreement. Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are payable by Subscriber. Subscriber may be charged interest for overdue installments and subscriptions and for other open account charges. If any installments, subscriptions, subscription services, Westlaw Charges or open account charges remain unpaid 30 days after becoming due, including all amounts that are or would become due and payable for the remaining term of Subscriber's Subscriber Agreement, shall become immediately due and payable at the sole option of West. Interest charged may be adjusted to the then-highest current rate allowable on Minnesota contracts. This Order Form is non-transferable. All collection fees, including but not limited to attorneys fees, are payable by Subscriber. Transportation and handling charges (FOB origin) will be added for print products.

Returns. If Subscriber is not completely satisfied with any print, CD-ROM or DVD product received from West, the product may be returned within 45 days of the invoice date for a full refund or credit, in accordance with West's then-current returns policies. Westlaw Charges are non-refundable.

	Online/CD-ROM Products to be Lapsed	
Full Svc #	Online/CD-ROM Products	# of Passwords
40988652	Government Select - WLN (Current WLN Contract)	All

The TEXAS CALIR Services Contract #2010-001, Subscriber Agreement for Westlaw and CD-ROM Libraries, the applicable Schedule A price plan, (for WestlawPRO products and/or CD-ROM Libraries products) individually or jointly, as applicable, ("Subscriber Agreement") is/are hereby incorporated by reference and made part of this Order Form. In the event there is a conflict between the terms and conditions of the Subscriber Agreement and the terms and conditions of this Order Form, the terms and conditions of this Order Form shall control. Subscriber by his/her signature below, acknowledges his/her understanding and acceptance of the terms and conditions of the Subscriber Agreement.

Signature X _____ **Date** _____

AUTHORIZED REPRESENTATIVE FOR ORDER FORM

Printed Name _____

Title _____

Date _____

Signature X _____

For Credit Card Transactions only: **Visa** _____ **Master Card** _____ **Am Ex** _____

Card # _____ **Expir. Date** _____ **Total Amt. to Charge** _____

For Internal Use Only:

CVM approval for Westlaw Correctional Facilities Order Form

Signature _____ **Date** _____

Printed Name _____ **Title** _____

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

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

Eddie Arnold
Jefferson County
Commissioner Pct. #1

MEMORANDUM

TO: **Fran Lee, Auditing**

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

DATE: **November 04, 2014**

RE: **Transfer**

Budget transfer needed - from Minor Equipment #111-0105-431-30-84 to capital computer #111-0109-431-60-02 in the amount of $1395.00. This is to replace service center computer for Patricia.

Please confirm when complete.

Patricia Nantz
R & B #1

PCM-G

PCMG, Inc.

14120 Newbrook Drive, Suite 100 - Chantilly, VA 20151

Duns #: 12-936-5420
Tax ID #: 33-0964088

PRICE QUOTATION

ACCOUNT MANAGER
Jason Willett
T: (800) 625-5468 x 38086
F: (310) 630-6518
jason.willett@pcmg.com

BILL TO
Jefferson County Auditors Off
Accounts Payable
1149 Pearl St., 7th Fl.
BEAUMONT, TX 77701
409-835-8447

QUOTE TOTAL:	**$1,065.00**
QUOTE NO:	**S8875581**
ATTN:	**Vanessa Lachney**
ACCOUNT NO:	**32228900**
PROJECT/REF:	
QUOTE DATE:	**29-Oct-14**
QUOTE EXPIRES:	**18-Nov-14**

LN	QTY	MFR	PCMG NO.	MFR NO.	DESCRIPTION	CONTRACT	QUOTE PRICE	EXT. PRICE
1	1	DELL		225-2808	OPTIPLEX 7010 MT BASE CTO FOR JEFFERSON COUNTY	BuyBoard 409-12	$1,065.00	$1,065.00

VIA: UPS GROUND

DELIVER TO: **1001 Pearl - 1st floor**

SUBTOTAL:	$1,065.00
TAX:	$0.00
FREIGHT:	$0.00
TOTAL:	**$1,065.00**

ORDERING INSTRUCTIONS / SPECIAL NOTES

Please make your purchase order out to 'PCMG, Inc.' (i.e. *not* 'PCM', 'PC Mall', or 'Macmall').
P.O. must include the quote number (i.e. S123456), part numbers, a signature, and payment terms (Net 30).
Please *e-mail* (jason.willett@pcmg.com) or fax (310-630-6518 purchase order to 'Attn: JASON WILLETT. E-mail is preferred.
Software licenses: purchase orders must include an *e-mail address* and an end-user name, or order may be delayed.

PLEASE REMIT PAYMENT TO:
PCMG, Inc.
File 55327
Los Angeles, CA 90074-5327

Prices are subject to change without notice.

Pricing Proposal

Quotation #:	8668822
Description:	Microsoft Select Plus Office Pro
Created On:	Oct-13-2014
Valid Until:	Oct-31-2014

County of JEFFERSON TX

Vanessa Lachney
1149 Pearl Street 6th Floor
Beaumont, TX 77701
United States
Phone: (409) 835-8447
Fax: (409) 839-2388
Email: vlachney@co.jefferson.tx.us

Inside Account Manager

Meghan Dosil
1301 South Mo-Pac Expressway
Suite 375
Austin, TX 78746
Phone: 1-800-870-6079
Fax: 512-732-0232
Email: Meghan_Dosil@shi.com

All Prices are in US Dollar(USD)

	Product	Qty	Your Price	Total
1	Microsoft Office Professional Plus 2013 - License - 1 PC - Select, Select Plus - Win - Single Language Microsoft - Part#: 79P-04712	1	$329.20	$329.20
			Total	$329.20

Additional Comments

Thank you for choosing SHI Government Solutions.

The Products and Services above are available from SHI Government Solutions via DIR Contract # DIR-SDD-2503.

Retrieve your quote:

https://www.shi.com/Quotes/Quoteinfo.aspx

The Products offered under this proposal are subject to the SHI Return Policy, unless there is an existing agreement between SHI and the Customer.

JEFFERSON COUNTY, TEXAS

FINANCIAL & OPERATING STATEMENTS - COUNTY FUNDS ONLY

For the Month Ending September 30, 2014 (Unadjusted)

Patrick Swain - County Auditor

JEFFERSON COUNTY, TEXAS
FINANCIAL & OPERATING
STATEMENTS - COUNTY FUNDS ONLY
FOR THE MONTH ENDING SEPTEMBER 30, 2014
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PATRICK SWAIN
COUNTY AUDITOR
(409) 835-8500

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

November 3, 2014

Honorable Commissioners Court:
Judge Jeff R. Branick
Commissioner Eddie Arnold
Commissioner Brent Weaver
Commissioner Michael "Shane" Sinegal
Commissioner Everette "Bo" Alfred

Gentlemen:

In compliance with Section 114.023 of the Local Government Code, I herewith present the monthly report of the financial condition of Jefferson County as of September 30, 2014 (Unadjusted) together with the results of operations of the budget for the twelfth period then ended.

Revenue:

Total budgeted revenue collected for the month ending September 30, 2014 (Unadjusted) is $120,781,626. Collections have exceeded the Budgeted amount of 120,094,477 by $687,149. Highlights of revenues are as follows:

Property Taxes:

Ninety-nine percent of budgeted revenue from Property Taxes has been collected. Property Tax revenue is budgeted at $84,630,980.

Sales Taxes:

Ninety-four percent of budgeted revenue for sales taxes has been collected. Sales Tax revenue is budgeted to be $21,450,000.

Licenses & Permits:

Total revenue collected for Licenses & Permits is $444,324. Collections have exceeded the budgeted amount of $430,000 by $14,324.

Intergovernmental:

Total revenue collected for Intergovernmental Revenue is $1,558,428. Collections have exceeded the budgeted amount of $1,497,541 by $60,887.

Fees:

Total revenue collected for Fees is $12,601,492. Collections have exceeded the budgeted amount of $10,167,106 by $2,434,386.

Fines and Forfeitures:

Ninety-four percent of Fines and Forfeitures have been collected. Revenues from Fines and Forfeitures are budgeted to be $1,675,000.

Interest:

Total revenue collected for Interest is $230,959. Collections have exceeded the budgeted amount of $219,850 by $11,109.

Other Revenues:

Total revenue collected for Other Revenues is $30,355. Collections have exceeded the budgeted amount of $24,000 by $6,355.

Expenditures:

Overall for the County's budgeted funds, ninety-five percent of the expenditures have been spent.

Expenditures are budgeted to be $120,065,304, which includes General Funds and debt service funds, excluding budgeted transfers of $4,596,724 for the fiscal year ending September 30, 2014 (Unadjusted).

Please call me if you have any questions on the enclosed report.

Sincerely,

Patrick Swain
County Auditor

Jefferson County, Texas
Consolidated Balance Sheet
For The Month Ending September 30, 2014

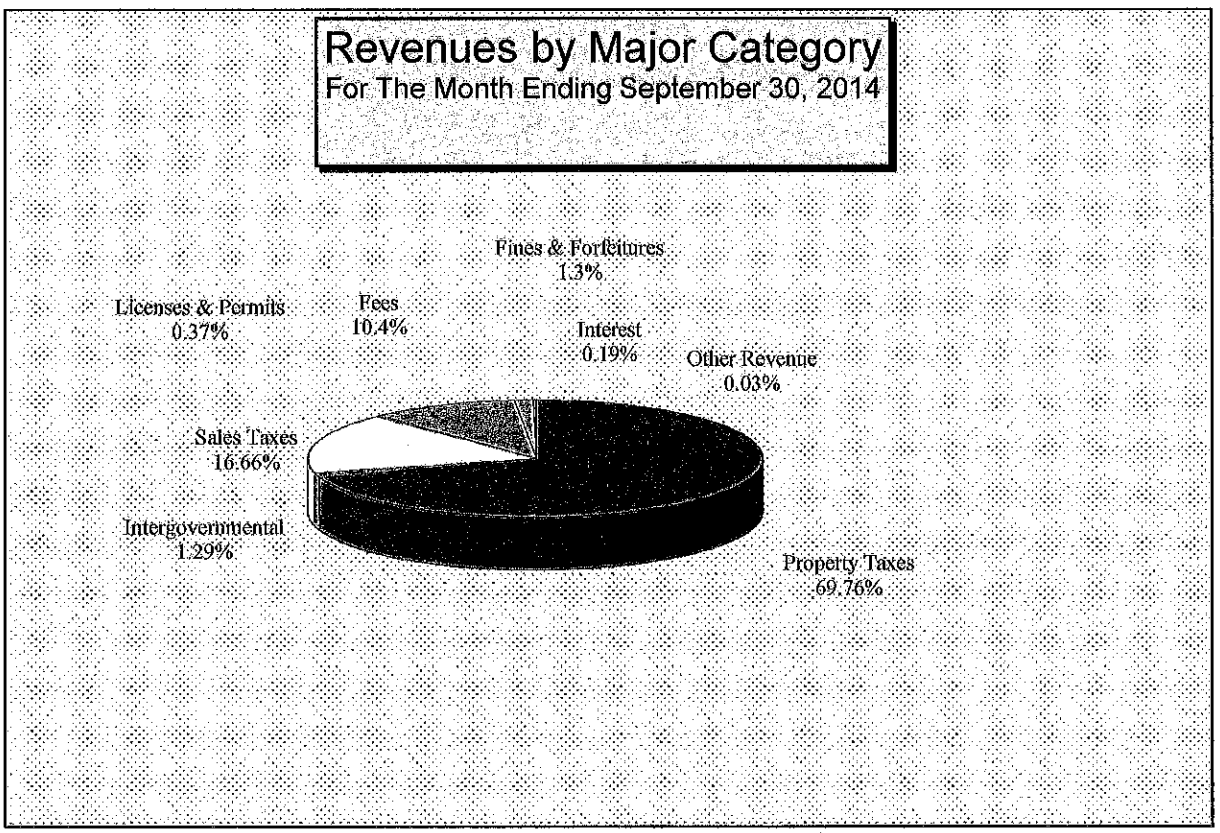
	General Funds	Special Revenue Funds	Capital Project Funds	Debt Service Funds	Enterprise Funds	Internal Service Funds	Total
ASSETS							
Cash and Cash Equivalents	$ 51,610,058	15,712,896	9,264,288	965,728	(1,124,086)	1,270,200	$ 77,699,084
Receivables & Prepaids	6,393,992	67,392	-	149,689	193,437	-	6,804,510
Intergovernmental Receivables	1,961,420	-	-	-	-	-	1,961,420
Due From Other Funds	150,000	-	-	-	-	-	150,000
Inventory	587,972	39,911	-	-	196,373	-	824,256
Other Assets	-	-	-	-	87,043,444	-	87,043,444
Total Assets	$ 60,703,442	$ 15,820,199	$ 9,264,288	$ 1,115,417	$ 86,309,168	$ 1,270,200	$ 174,482,714
LIABILITIES AND FUND BALANCE/EQUITY							
Payables	$ 2,747,586	430,719	-	-	54,388	1,711,178	$ 4,943,871
Intergovernmental Payables	360	-	-	-	73	-	433
Due To Other Funds	-	-	-	-	-	-	-
Other Liabilities	5,639,417	82,626	-	130,866	457,967	-	6,310,876
Fund Balance/Equity	52,316,079	15,306,854	9,264,288	984,551	85,796,740	(440,978)	163,227,534
Total Liabilities and Fund Balance/Equity	$ 60,703,442	$ 15,820,199	$ 9,264,288	$ 1,115,417	$ 86,309,168	$ 1,270,200	$ 174,482,714

Jefferson County, Texas
Statement of Changes in Fund Balances
For The Month Ending September 30, 2014

	8/31/2014	Month Ending 9/30/2014				9/30/2014
	Fund Balance	Receipts	Disbursements	Transfers In(/Out)	Prior Period Adjustment	Fund Balance
Jury Fund	$ 280,272	$ 44,937	$ 59,249	$ -	$ -	$ 265,960
Road & Bridge Pct. 1	1,493,866	66,272	211,192	-	-	1,348,946
Road & Bridge Pct. 2	432,033	61,298	122,937	-	-	370,394
Road & Bridge Pct. 3	640,526	55,822	158,456	-	-	537,892
Road & Bridge Pct. 4	845,804	66,881	189,914	-	-	722,771
Engineering Fund	95,953	2,315	73,637	-	-	24,631
Parks & Recreation	37,817	6,823	3,644	-	-	40,996
General Fund	48,910,325	2,965,950	7,209,201	(285,765)	-	44,381,309
Mosquito Control Fund	1,008,343	6,058	151,084	-	-	863,317
Tobacco Settlement Fund	3,758,448	1,415	-	-	-	3,759,863
Total General Funds	57,503,387	3,277,771	8,179,314	(285,765)	-	52,316,079
Total Special Revenue Funds	14,463,206	2,477,962	1,633,857	(457)	-	15,306,854
Total Capital Project Funds	9,236,376	6,313	116,961	138,560	-	9,264,288
Total Debt Service Funds	966,413	18,638	500	-	-	984,551
Total Enterprise Funds	85,948,659	380,536	680,117	147,662	-	85,796,740
Total Internal Service Funds	(232,546)	1,498,397	1,706,829	-	-	(440,978)
Total Balances	$ 167,885,495	$ 7,659,617	$ 12,317,578	$ -	$ -	$ 163,227,534

Jefferson County Texas
Statement of Revenues by Category - Compared with Budget Allocation
For The Month Ending September 30, 2014

Category	Cumulative Actual	Annual Budget	Unrealized Balance	Percentage Unrealized
Property Taxes	$ 84,219,608	$ 84,630,980	$ 411,372	0.49%
Sales Taxes	20,125,721	21,450,000	1,324,279	6.17%
Licenses & Permits	444,324	430,000	(14,324)	-3.33%
Intergovernmental	1,558,428	1,497,541	(60,887)	-4.07%
Fees	12,601,492	10,167,106	(2,434,386)	-23.94%
Fines & Forfeitures	1,570,739	1,675,000	104,261	6.22%
Interest	230,959	219,850	(11,109)	-5.05%
Other Revenue	30,355	24,000	(6,355)	-26.48%
	$ 120,781,626	$ 120,094,477	$ (687,149)	-0.57%



Jefferson County, Texas

Statement of Revenues - Compared With Budget Allocation

For The Month Ending September 30, 2014

	October 2013 -December	January	February	March	April	May	June	July	August	September	Cumulative Total	Annual Budget	Unrealized Balance
Jury Fund													
Current Taxes	$ 14,574	$ 128,246	$ 157,030	$ 3,848	$ (1,959)	$ 1,769	$ 371	$ 2,123	$ 889	$ 422	$ 307,313	$ 309,641	$ 2,328
Delinquent Taxes	1,109	194	241	508	312	397	74	524	352	400	4,111	3,766	(345)
Jury Fees	4,742	2,426	2,753	2,713	2,608	2,312	3,256	2,661	2,958	2,839	29,268	55,000	25,732
Intergovernmental Revenue	69,733	32,504	28,934	40,290	11,356	-	105,638	24,888	54,570	41,276	409,189	550,000	140,811
Road & Bridge Pct. 1													
Current Taxes	28,602	251,691	308,181	7,553	(3,844)	3,471	728	4,166	1,745	828	603,121	607,692	4,571
Delinquent Taxes	270	47	59	124	76	97	18	128	86	97	1,002	917	(85)
Intergovernmental Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-
Auto Registration Fees	-	125,122	-	-	420,826	-	-	-	-	-	545,948	495,140	(50,808)
Road & Bridge Fees	110,144	47,265	44,784	57,924	49,894	56,592	45,584	57,071	45,516	41,571	556,345	534,230	(22,115)
Sales, Rentals & Services	-	42	-	-	-	-	-	-	14	-	56	-	(56)
Fines and Forfeitures	43,696	18,513	23,128	39,295	28,089	25,660	20,942	21,444	20,371	23,776	264,914	273,630	8,716
Road & Bridge Pct. 2													
Current Taxes	26,385	232,181	284,294	6,968	(3,546)	3,202	672	3,843	1,610	764	556,373	560,588	4,215
Delinquent Taxes	638	112	139	292	179	229	43	302	203	230	2,367	2,167	(200)
Intergovernmental Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-
Auto Registration Fees	-	115,424	-	-	388,207	-	-	-	-	-	503,631	456,760	(46,871)
Road & Bridge Fees	101,606	43,601	41,313	53,434	46,027	52,205	42,050	52,646	41,988	38,349	513,219	492,820	(20,399)
Sales, Rentals & Services	-	2,500	-	-	-	-	-	-	-	-	2,500	-	(2,500)
Fines and Forfeitures	40,307	17,077	21,334	36,248	25,924	23,736	19,360	19,793	18,805	21,955	244,539	252,420	7,881
Road & Bridge Pct. 3													
Current Taxes	23,816	209,582	256,622	6,290	(3,201)	2,891	607	3,469	1,453	689	502,218	506,022	3,804
Delinquent Taxes	1,929	338	419	883	543	691	129	912	611	697	7,152	6,552	(600)
Intergovernmental Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-
Auto Registration Fees	-	104,188	-	-	350,418	-	-	-	-	-	454,606	412,300	(42,306)
Road & Bridge Fees	91,716	39,357	37,291	48,233	41,547	47,123	37,957	47,523	37,902	34,616	463,265	444,850	(18,415)
Sales, Rentals & Services	(5)	(649)	-	2,036	-	(1,332)	1,000	(700)	-	-	350	-	(350)
Fines and Forfeitures	36,386	15,416	19,259	32,721	23,403	21,430	17,478	17,867	16,976	19,820	220,756	227,850	7,094
Road & Bridge Pct. 4													
Current Taxes	30,950	272,359	333,489	8,174	(4,159)	3,756	788	4,508	1,889	896	652,650	657,595	4,945
Delinquent Taxes	270	47	59	124	76	97	18	128	86	97	1,002	917	(85)
Intergovernmental Revenue	-	-	-	-	-	-	-	698	607	-	1,305	2,000	695
Auto Registration Fees	-	135,398	-	-	455,383	-	-	-	-	-	590,781	535,800	(54,981)
Road & Bridge Fees	119,190	51,146	48,462	62,680	53,992	61,239	49,327	61,757	49,253	44,985	602,031	578,100	(23,931)
Sales, Rentals & Services	(712)	400	-	-	2,850	1,304	3,559	10,312	1,210	(4,825)	14,098	-	(14,098)
Fines and Forfeitures	47,281	20,032	25,026	42,520	30,394	27,769	22,662	23,205	22,043	25,728	286,660	296,100	9,440
Other Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-

Jefferson County, Texas

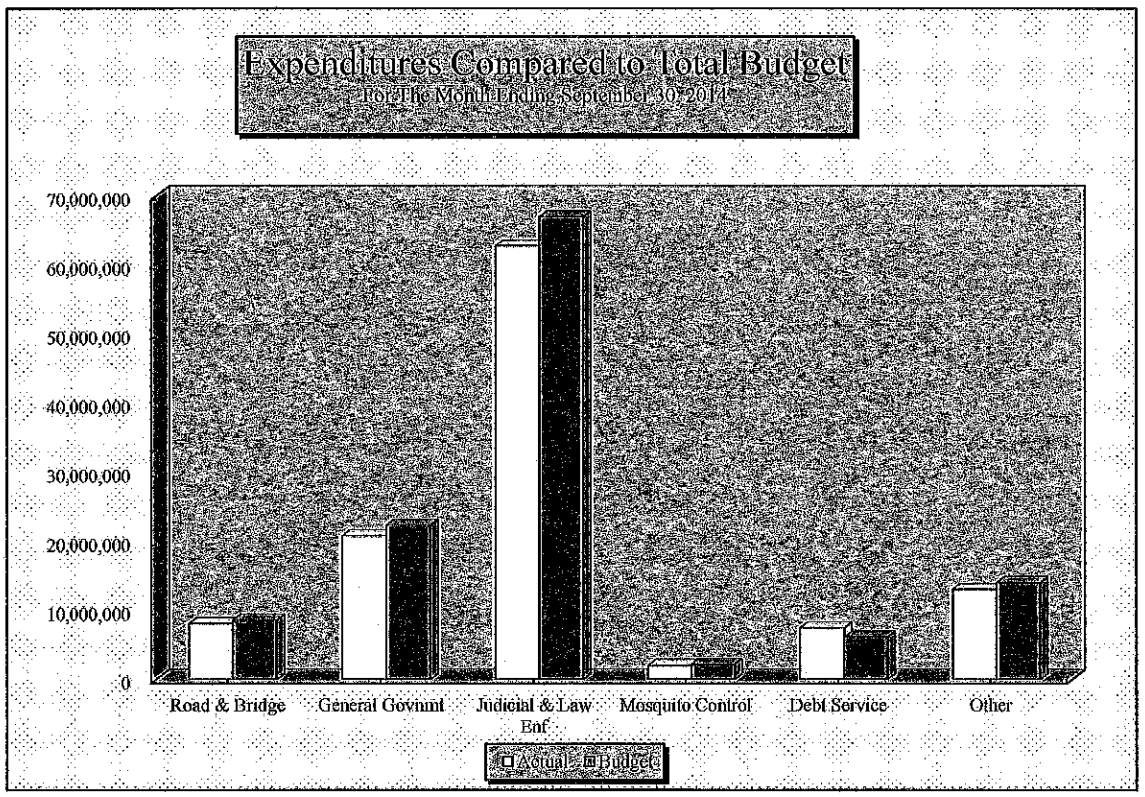
Statement of Revenues - Compared With Budget Allocation

For The Month Ending September 30, 2014

	October 2013 -December	January	February	March	April	May	June	July	August	September	Cumulative Total	Annual Budget	Unrealized Balance
Engineering Fund													
Current Taxes	$ 41,425	$ 364,536	$ 446,354	$ 10,940	$ (5,567)	$ 5,028	$ 1,055	$ 6,033	$ 2,528	1,199	$ 873,531	$ 880,149	$ 6,618
Delinquent Taxes	3,091	541	672	1,415	869	1,107	206	1,462	979	1,116	11,458	10,499	(959)
Licenses and Permits	200	700	-	-	-	-	-	-	200	-	1,100	1,000	(100)
Sales, Rentals & Services	500	-	200	-	500	200	200	-	200	-	1,800	1,500	(300)
Parks & Recreation													
Current Taxes	3,614	31,804	38,942	954	(486)	439	92	526	221	105	76,211	76,788	577
Delinquent Taxes	576	101	125	264	162	207	38	273	182	208	2,136	1,958	(178)
Sales, Rentals & Services	13,121	4,170	2,283	7,226	5,805	5,541	5,295	8,432	5,773	6,510	64,156	45,400	(18,756)
General Fund													
Current Taxes	3,791,636	33,365,999	33,472,563	(269,226)	(509,550)	460,190	96,561	552,229	231,370	109,721	71,301,493	71,907,283	605,790
Delinquent Taxes	285,578	50,023	62,090	130,732	80,322	102,344	19,069	135,088	90,515	103,099	1,058,860	970,030	(88,830)
Sales Taxes	1,880,232	1,962,768	2,388,508	1,690,828	1,909,343	2,092,238	1,971,455	2,168,299	2,020,326	2,041,724	20,125,721	21,450,000	1,324,279
Other Taxes	38	-	-	-	-	-	23,487	-	-	6,830	30,355	24,000	(6,355)
Licenses and Permits	79,793	38,683	33,386	42,936	48,440	36,793	32,518	47,499	38,334	44,842	443,224	429,000	(14,224)
Intergovernmental Revenue	130,866	33,432	70,680	200,929	318,063	132,651	60,631	78,117	101,012	21,553	1,147,934	945,541	(202,393)
Fees of Office	668,378	511,970	343,333	468,454	386,357	334,909	344,112	391,003	349,580	376,937	4,175,033	4,370,244	195,211
Other Sales, Rentals & Svcs.	812,471	(24,088)	435,698	182,735	193,377	232,416	198,107	240,729	278,231	194,729	2,744,405	1,744,962	(999,443)
Fines & Forfeitures	79,906	46,481	38,346	41,691	122,718	5,874	97,188	13,429	59,265	48,972	553,870	625,000	71,130
Interest	33,521	25,519	22,147	21,609	17,322	13,362	20,139	18,746	17,803	17,543	207,711	200,000	(7,711)
Other Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-
Mosquito Control Fund													
Current Taxes	104,681	921,178	1,127,934	27,646	(14,068)	12,705	2,666	15,246	6,388	3,029	2,207,405	2,224,130	16,725
Delinquent Taxes	8,390	1,470	1,824	3,841	2,360	3,006	560	3,969	2,659	3,029	31,108	28,499	(2,609)
Spraying Contract	-	-	-	-	-	-	-	-	-	-	-	-	-
Sales, Rentals & Services	-	-	-	-	-	-	-	-	-	-	-	-	-
Tobacco Settlement Fund						-	-	-	-	-			
Interest	2,366	1,713	947	995	849	732	1,199	1,200	1,292	1,415	12,708	11,000	(1,708)
Debt Service						-	-	-	-	-			
Current Taxes	280,730	2,470,397	3,024,871	74,141	(37,728)	34,071	7,149	40,886	17,131	8,123	5,919,771	5,801,092	(118,679)
Delinquent Taxes	26,454	4,780	5,430	12,860	7,706	9,937	1,753	12,466	8,778	10,162	100,326	74,695	(25,631)
Interest	841	1,339	1,482	1,581	1,318	1,145	1,879	286	316	353	10,540	8,850	(1,690)
Other, Sales, Rentals & Svcs.	1,340,000	-	-	-	-	-	-	-	-	-	1,340,000	-	(1,340,000)
Total	$ 10,381,035	$ 41,678,075	$ 43,150,632	$ 3,105,409	$ 4,443,507	$ 3,819,533	$ 3,257,620	$ 4,095,186	$ 3,554,220	$ 3,296,409	$ 120,781,626	$ 120,094,477	$ (687,149)

Jefferson County, Texas
Statement of Expenditures - Compared With Budget Allocation - 92% of Budget Expended
For The Month Ending September 30, 2014

	Cumulative Actual	Annual Budget	Unencumbered Balance	Percentage Unencumbered
Jury Fund	$ 757,316	$ 782,993	$ 25,677	3.28%
Road & Bridge Funds	7,025,310	7,400,822	375,512	5.07%
Engineering Fund	927,223	979,849	52,626	5.37%
Parks & Recreation Fund	154,353	193,200	38,847	20.11%
General Fund:				
General Government	20,778,013	22,292,482	1,514,469	6.79%
Judicial	16,371,393	17,541,157	1,169,764	6.67%
Law Enforcement	45,581,095	48,574,506	2,993,411	6.16%
Education	377,184	394,557	17,373	4.40%
Health & Welfare	7,975,499	8,378,683	403,184	4.81%
Maintenance	3,201,100	3,631,193	430,093	11.84%
Other	1,466,404	1,535,695	69,291	4.51%
Mosquito Control Fund	2,008,947	2,170,655	161,708	7.45%
Tobacco Settlement	50,000	50,000	-	-
Debt Service Funds	7,457,099	6,139,512	(1,317,587)	-21.46%
	$ 114,130,936	$ 120,065,304	$ 5,934,368	4.94%



Jefferson County, Texas

Statement of Expenditures - Compared With Budget Allocation

For The Month Ending September 30, 2014

	October 2012 December	January	February	March	April	May	June	July	August	September	Encumbrances	Cumulative Total	Annual Budget	Unencumbered Balance
Jury Fund	$ 149,628	$ 66,397	$ 55,096	$ 68,382	$ 14,013	$ 14,333	$ 126,557	$ 100,965	$ 101,402	$ 59,249	$ 1,294	$ 757,316	$ 782,993	$ 25,677
Road & Brdg Pct. 1	279,037	130,077	102,543	88,798	94,398	102,006	113,687	171,414	160,157	211,192	58,301	1,511,610	1,615,677	104,067
Road & Brdg Pct. 2	324,044	139,865	110,875	106,971	201,547	294,261	110,472	113,261	184,205	122,937	70,755	1,779,193	1,816,739	37,546
Road & Brdg Pct. 3	271,531	140,982	116,428	99,145	114,751	103,852	109,698	154,870	232,962	158,456	122,185	1,624,860	1,807,453	182,593
Road & Brdg Pct. 4	373,811	156,245	99,127	101,915	114,270	275,924	159,430	386,341	246,011	189,914	6,659	2,109,647	2,160,953	51,306
Engineering	208,586	101,253	93,728	68,740	69,461	70,040	68,828	69,867	101,102	73,637	1,981	927,223	979,849	52,626
Parks & Recreation	36,840	13,322	11,178	9,573	8,646	21,296	11,329	13,459	8,884	3,644	16,182	154,353	193,200	38,847
Tax Assessor/Coll.	832,150	408,810	249,179	254,627	252,966	250,831	252,317	247,211	367,076	247,945	3,390	3,366,502	3,599,623	233,121
Human Resources	90,386	42,408	28,323	31,471	26,356	25,432	28,269	29,523	40,484	27,904	1,304	371,860	427,626	55,766
County Auditor	339,110	146,985	98,522	96,936	95,501	101,581	100,370	98,269	145,750	99,321	545	1,322,890	1,378,829	55,939
County Clerk	480,907	237,463	159,768	159,885	162,659	155,472	165,148	157,982	235,564	210,958	5,722	2,131,528	2,157,843	26,315
County Judge	192,297	87,343	61,108	64,788	65,903	63,236	61,409	58,782	89,085	59,556	242	803,749	872,942	69,193
Risk Management	51,021	25,938	18,365	17,702	18,397	17,853	17,863	17,690	26,371	18,902	-	230,102	234,594	4,492
County Treasurer	78,486	38,654	26,722	27,187	27,779	27,780	28,183	27,965	39,644	29,324	81	351,805	364,587	12,782
Printing Department	30,809	13,626	9,338	8,397	10,508	12,625	14,236	6,802	15,161	14,555	13,670	149,727	155,883	6,156
Purchasing Department	115,108	54,825	38,080	38,772	38,429	38,912	36,508	48,829	58,450	39,613	6,082	513,608	528,967	15,359
General Services	2,431,232	640,732	567,023	1,832,411	418,450	429,756	753,238	429,301	436,191	630,662	8,603	8,577,599	9,518,308	940,709
MIS	460,521	187,034	137,262	134,791	127,533	135,505	148,866	135,577	184,597	159,725	14,683	1,826,094	1,882,451	56,357
Voter's Registration	90,405	14,543	6,502	28,962	5,261	23,005	17,378	15,284	16,251	15,388	6,762	239,741	261,725	21,984
Elections	174,295	33,185	(446)	232,085	38,545	154,356	103,851	7,654	89,905	47,762	11,616	892,808	909,104	16,296
District Attorney	1,215,003	603,851	415,495	406,630	411,109	461,023	430,958	426,414	630,037	425,493	10,677	5,436,690	5,739,766	303,076
District Clerk	351,820	173,613	116,914	120,211	118,352	121,681	121,458	130,757	179,201	118,562	953	1,553,522	1,752,456	198,934
Criminal Dist. Court	195,591	81,691	102,773	101,418	115,074	116,252	116,632	177,238	119,398	102,221	198	1,228,486	1,418,967	190,481
58th Dist. Court	64,980	31,920	23,552	21,832	19,519	22,823	22,238	22,381	32,748	23,592	1	285,586	291,940	6,354
60th Dist. Court	62,747	31,002	20,916	20,893	21,224	22,329	22,362	20,682	33,549	21,008	69	276,781	280,993	4,212
136th Dist. Court	65,648	31,763	21,421	21,409	21,461	21,659	21,683	21,493	27,378	21,508	-	275,423	282,919	7,496
172nd Dist. Court	63,744	30,122	20,329	20,904	20,378	21,511	20,667	20,527	30,094	21,464	-	269,740	288,063	18,323
252nd Dist. Court	437,819	153,111	92,885	89,517	120,986	114,534	126,257	115,633	86,752	85,414	76	1,422,984	1,483,025	60,041
279th Dist. Court	80,172	30,609	24,574	34,481	27,511	28,036	26,574	29,484	38,153	35,464	212	355,270	382,163	26,893
317th Dist. Court	166,590	59,207	50,068	70,076	56,657	48,788	54,616	54,495	72,784	59,517	-	692,798	736,721	43,923
J.P. Pct. 1 Pl 1	77,051	37,335	26,307	26,517	26,071	25,689	27,259	26,274	37,708	26,085	33	336,329	340,389	4,060
J.P. Pct. 1 Pl 2	76,121	37,422	24,569	24,899	25,509	25,025	25,139	25,167	36,127	28,593	-	328,571	340,774	12,203
J.P. Pct. 2	63,133	31,783	21,556	21,900	22,355	21,031	21,965	22,315	31,020	21,653	-	278,711	328,477	49,766
J.P. Pct. 4	73,582	37,329	24,821	25,247	24,784	25,533	25,055	25,321	38,146	25,528	157	325,503	345,086	19,583
J.P. Pct. 6	81,073	41,363	26,425	27,156	27,328	26,145	26,044	26,827	38,556	25,662	937	347,516	354,336	6,820
J.P. Pct. 7	72,882	34,713	24,529	25,761	21,827	21,040	21,228	22,508	36,979	23,353	1,837	306,657	345,341	38,684
J.P. Pct. 8	68,776	33,531	23,317	23,015	22,696	22,540	23,645	25,900	39,495	26,811	1,199	310,925	354,100	43,175
Cnty. Court at Law 1	101,945	50,926	34,036	35,810	34,058	34,889	34,162	34,099	51,162	36,436	204	447,727	462,464	14,737
Cnty. Court at Law 2	147,345	67,524	47,386	49,810	46,306	48,877	48,342	49,829	68,068	54,142	1,271	628,900	649,763	20,863
Cnty. Court at Law 3	133,061	63,108	38,346	41,855	50,005	52,900	46,097	43,710	69,604	51,102	80	589,868	623,314	33,446
Court Master	82,500	40,952	26,383	38,398	43,970	48,817	47,293	47,638	57,981	42,087	185	476,204	489,479	13,275

Jefferson County, Texas

Statement of Expenditures - Compared With Budget Allocation

For The Month Ending September 30, 2014

	October 2012 December	January	February	March	April	May	June	July	August	September	Encumbrances	Cumulative Total	Annual Budget	Unencumbered Balance
Dispute Resolution	$ 42,855	$ 23,364	$ 14,408	$ 15,201	$ 13,969	$ 14,833	$ 14,297	$ 14,172	$ 21,611	$ 18,558	$ 3,934	$ 197,202	$ 250,621	$ 53,419
Alternative School	73,369	40,076	26,896	27,299	26,900	31,617	26,904	27,172	39,444	27,770	261	347,708	371,870	24,162
Comm. Supervision	39,522	469	605	575	469	469	469	469	469	3,436	-	46,952	47,601	649
Sheriff's Dept.	2,772,184	1,508,569	963,990	928,572	893,070	922,668	895,262	888,130	1,297,541	889,738	75,201	12,034,925	12,680,763	645,838
Crime Lab	280,790	124,844	82,391	87,031	82,221	80,811	92,390	83,240	120,764	79,626	15,341	1,129,449	1,239,795	110,346
Jail	5,465,311	3,318,449	1,693,707	2,078,477	1,712,680	2,351,476	1,694,787	2,338,200	2,749,502	2,025,245	92,606	25,520,440	26,951,026	1,430,586
Juvenile Probation	277,766	138,762	96,650	97,263	95,726	95,326	104,648	100,560	139,549	25,185	956	1,172,391	1,523,590	351,199
Juvenile Detention	376,623	195,981	130,618	130,298	136,984	145,216	133,638	146,731	189,816	160,993	9,073	1,755,971	1,993,436	237,465
Constable Pct. 1	150,938	74,189	49,985	61,641	51,272	51,478	50,760	53,644	84,239	49,089	2,400	679,635	735,281	55,646
Constable Pct. 2	140,848	44,761	35,768	30,544	31,211	32,252	30,516	31,995	51,555	31,910	5,972	467,332	492,630	25,298
Constable Pct. 4	117,200	44,390	31,724	30,538	30,562	30,091	30,934	31,038	44,400	33,390	420	424,687	447,738	23,051
Constable Pct. 6	112,193	52,858	36,969	38,102	39,437	37,700	38,148	39,200	60,284	40,874	1,562	497,327	535,233	37,906
Constable Pct. 7	120,062	44,593	31,644	31,441	30,034	30,661	31,194	30,715	45,351	30,205	194	426,094	446,393	20,299
Constable Pct. 8	116,772	44,162	30,838	30,306	30,323	31,612	29,943	31,517	47,443	35,580	857	429,353	449,150	19,797
County Morgue	115,697	71,090	65,012	67,147	64,566	47,670	66,469	71,050	61,990	12,979	5,161	648,831	660,000	11,169
Agriculture Ext.	85,387	42,975	27,798	29,637	27,507	30,709	29,096	29,872	42,475	30,082	1,646	377,184	394,557	17,373
Public Health # 1	249,617	106,563	76,163	87,965	87,340	85,925	96,878	84,349	111,083	90,596	1,134	1,077,613	1,236,606	158,993
Public Health # 2	237,459	113,215	76,628	92,116	82,960	77,922	87,040	84,006	119,695	87,289	1,737	1,060,067	1,181,709	121,642
Nurse Practitioner	66,857	34,194	21,435	24,145	22,032	23,179	24,106	23,435	41,934	22,364	(2)	303,679	314,467	10,788
Child Welfare	38,057	8,465	5,839	8,514	14,368	22,699	9,289	3,445	12,693	16,026	-	139,395	158,900	19,505
Env. Control	77,514	39,154	26,082	26,789	27,127	26,309	26,802	26,549	40,160	26,553	-	343,039	361,356	18,317
Ind. Medical Svcs.	237,569	105,983	89,854	106,892	74,165	3,732,710	117,405	82,140	157,605	101,025	42,718	4,848,066	4,906,729	58,663
Emergency Mgmt.	46,325	23,471	15,758	15,767	15,767	15,764	15,767	15,766	23,481	15,774	-	203,640	218,916	15,276
Beaumont Maintenance	413,118	197,835	167,374	253,523	251,086	237,644	194,468	210,993	195,336	240,737	71,584	2,433,698	2,746,831	313,133
Port Arthur Maint.	122,878	58,484	45,381	50,175	44,703	40,805	48,378	47,568	64,210	47,517	18,172	588,271	681,398	93,127
Mid-County Maint.	33,118	15,415	13,285	13,085	16,544	17,494	14,314	14,906	15,643	17,331	7,996	179,131	202,964	23,833
Service Center	215,057	90,110	71,686	98,505	100,972	91,731	142,588	85,544	99,030	150,440	52,633	1,198,296	1,260,245	61,949
Veteran Service	61,233	29,724	21,119	20,498	20,781	20,670	21,060	20,664	30,652	21,579	128	268,108	275,450	7,342
Mosquito Control	611,065	118,404	85,518	102,418	86,986	127,603	136,930	258,481	182,477	151,084	147,981	2,008,947	2,170,655	161,708
Tobacco Settlement	50,000	-	-	-	-	-	-	-	-	-	-	50,000	50,000	-
Debt Service Funds	1,337,992	918,523	-	-	500	500	-	5,199,084	-	500	-	7,457,099	6,139,512	(1,317,587)
Contingency	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	$ 24,777,163	$ 12,011,634	$ 7,230,448	$ 9,303,741	$ 7,294,815	$ 12,104,722	$ 7,941,791	$ 13,734,373	$ 10,624,624	$ 8,179,814	$ 927,811	$ 114,130,936	$ 120,065,304	$ 5,934,368

Jefferson County, Texas
Statement of Bonded Indebtedness
For The Month Ending September 30, 2014

Issue	Beginning Amount Outstanding	2013-2014 Requirements				2013-2014 Payments				Ending Amount Outstanding
		Principal	Interest	Fees	Total	Principal	Interest	Fees	Total	
2012 Refunding Bonds	43,615,000	2,955,000	1,690,000	5,000	4,650,000	2,955,000	1,690,000	2,100	4,647,100	40,660,000
2013 Refunding Bonds	1,285,000	240,000	53,362	4,000	297,362	270,000	12,102	1,055	283,157	1,015,000
2011 Refunding Bonds	4,405,000	1,055,000	132,150	5,000	1,192,150	1,055,000	132,150	1,700	1,188,850	3,350,000
	$ 49,305,000	$ 4,250,000	$ 1,875,512	$ 14,000	$ 6,139,512	$ 4,280,000	$ 1,834,252	$ 4,855	$ 6,119,107	$ 45,025,000

Jefferson County, Texas
Statement of Transfers In and Out

	Fund	Transfers In		Transfers Out	
120	General Fund	23,482	(b)	1,997,985	(a)
211	Highway Improvement Fund	-		155,654	(b)
216	Hamshire Water & Sewer III	-		2,135	(b)
218	CERT - 2005	-		4,773	(b)
219	EMPG Grant	4,773	(b)	-	
245	Crime Victim's Clearing	1,736	(a)	-	
286	Hotel Occupancy Fund	-		50,000	(a)
297	First Time Sewer Project	-		758	(b)
298	TXCDBG Disaster Recovery	-		19,937	(b)
311	Capital Projects Fund	371,721	(a)(b)	-	
325	Keith Lake Fish Pass	-		77,507	(b)
321	Certificates of Obligation 2000 Construction	50,000	(a)	-	
429	2013 Refunding Bonds	11,424	(b)	-	
425	2003B Certificates of Obligation	-		11,424	(b)
550	SETEC Fund	1,857,689	(a)	-	
741	Sheriff Forfeiture Fund	-		165,303	(a)
860	ORCA #1 Disaster			454	(b)
870	Port Security ARRA	165,303	(a)	-	
872	Hamshire Dump Site Highway 73			198	(b)
874	Port Security Grant	12,708	(a)	-	
865	Marine Division	-		12,708	(a)
		$2,498,836		$2,498,836	

(a) Budgeted Transfer
(b) Close Fund

Jefferson County, Texas
Statement of Comp-Time Liability
For The Fourth Quarter September 30, 2014

Department	Cumulative Hours	Current Liability
Road & Bridge # 1	300.63	$ 7,018.76
Road & Bridge # 2	663.75	15,049.69
Road & Bridge # 3	639.57	14,305.50
Road & Bridge # 4	44.04	856.29
Engineering	82.27	2,238.76
Tax Assessor/Collector	621.01	12,383.30
Human Resources	0.75	13.72
County Auditor	116.86	3,096.11
County Clerk	371.65	7,302.95
County Judge	73.64	1,781.61
Treasurer	0.01	0.08
Printing	1.00	22.99
Purchasing Department	8.75	168.22
MIS	507.25	12,797.85
Voter Registration	86.76	1,730.99
Elections Department	210.59	4,350.21
District Attorney	12.09	394.76
District Clerk	13.13	326.03
Criminal District Court	118.00	2,837.37
58th District Court	3.63	112.34
172nd District Court	0.00	0.00
252nd District Court	1.75	42.08
279th District Court	0.01	0.12
Justice of Peace Pct. 1 Pl. 1	51.63	1,202.21
Justice of Peace Pct. 1 Pl. 2	0.00	0.00
Justice of Peace Pct. 2	26.50	617.11
Justice of Peace Pct. 4	0.01	0.10
Justice of Peace Pct. 6	3.63	80.80
Justice of Peace Pct. 7	56.38	1,277.01
Justice of Peace Pct. 8	8.00	180.10
Court Master	8.75	210.40
ASAP	276.26	7,553.28
Marine Division	3,281.39	97,735.84
Alternative School	45.10	1,269.81
Sheriff's Department	10,616.03	323,220.50
Crime Lab	275.23	9,325.63
Correctional Facility	8,500.57	198,623.71
Juvenile Detention Home	408.13	7,203.28

Jefferson County, Texas
Statement of Comp-Time Liability
For The Fourth Quarter September 30, 2014

Department	Cumulative Hours	Current Liability
Juvenile Probation	224.12	$ 4,452.85
Constable Pct. 1	408.13	11,770.21
Constable Pct. 2	76.51	2,738.57
Constable Pct. 4	52.25	1,621.23
Constable Pct. 6	38.21	961.35
Constable Pct. 7	44.92	1,542.59
Constable Pct. 8	26.88	544.17
Public Health No. 1	67.57	996.03
Public Health No. 2	39.39	719.83
Indigent Health	45.00	2,421.93
Mosquito Control	427.88	9,056.63
Maintenance - Beaumont	424.35	9,049.84
Maintenance - Port Arthur	352.25	6,501.37
Maintenance- Mid County	0.00	0.00
Visitors' Center	83.68	1,226.10
Service Center	0.50	11.25
Veterans' Services Office	0.63	12.82
Environmental Control	0.00	0.00
Emergency Management	56.25	1,544.71
Airport	822.99	15,806.84
Dispute Resolution Center	53.51	814.16
Juvenile Challenge Program	153.53	2,543.28
Intensive Supervision Program	0.01	0.08
Juvenile Progressive Sanctions	15.00	367.79
Runaway & Truant Program	22.75	324.73
Sheriff Mental Health Liason	21.50	577.08
County Court at Law #2	12.00	288.55
Community Supervision	460.07	10,764.80
Women's Center	619.15	9,418.63
Community Corrections	28.46	562.77
Adult Probation Boot Camp	9.25	229.31
Juvenile Special Needs	14.26	241.20
Diversion Supplemental	60.26	1,097.70
Juvenile Parole Case Aid	0.00	0.00
Drug Diversion	113.21	2,304.38
Juvenile Probation and Detention	17.26	179.10
Mentally Impaired Offender	4.00	87.82
Auto Theft	116.25	3,911.95
Courthouse Security	318.50	9,429.29
Total	32,665.23	$ 849,450.45
Comp-Time Liability at 9/30/13	31,125.48	$789,385.29

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
TRI-CITY COFFEE SERVICE	222.15	400607	
			222.15**
ROAD & BRIDGE PCT.#1			
ADAMS BACKHOE SERVICE	353.00	400502	
KAY ELECTRONICS, INC.	95.00	400553	
M&D SUPPLY	47.47	400558	
PARTS EXCHANGE COMPANY, INC.	130.00	400569	
STAR GRAPHICS SHARP	30.12	400597	
			655.59**
ROAD & BRIDGE PCT.#2			
SUPERIOR TIRE & SERVICE	18.95	400511	
CITY OF NEDERLAND	93.90	400523	
ENTERGY	5.76	400541	
HARTMANN BLDG. SPECIALITIES	1,127.90	400545	
JIFFY TROPHIES	42.50	400551	
MUNRO'S	36.90	400562	
RITTER @ HOME	863.91	400579	
SETZER HARDWARE, INC.	106.58	400587	
STAR GRAPHICS SHARP	42.71	400597	
VULCAN MATERIALS CO.	2,057.06	400611	
LOWE'S HOME CENTERS, INC.	365.68	400649	
BUMPER TO BUMPER	93.23	400667	
KNIFE RIVER	604.50	400696	
PAX SUPPLY	47.36	400697	
JEFFERSON COUNTY AGRICUTLURE COMM	50.00	400714	
			5,556.94**
ROAD & BRIDGE PCT. # 3			
FARM & HOME SUPPLY	42.98	400533	
GULF COAST AUTOMOTIVE, INC.	106.87	400539	
ENTERGY	301.22	400541	
MUNRO'S	34.13	400562	
STAR GRAPHICS SHARP	63.56	400597	
TIME WARNER COMMUNICATIONS	82.52	400604	
TRI-CON, INC.	9,541.09	400606	
WEAVER, FALGOUT, & CARRUTH, INC.	260.42	400614	
STRATTON INC.	23.10	400616	
WHITE TIRE	882.60	400618	
TEXAS GAS SERVICE	147.68	400658	
WINDSTREAM	44.14	400679	
DOGGETT HEAVY MACHINERY LLC	225.85	400716	
ASCO	510.69	400744	
RELADYNE	486.75	400751	
HAMSHIRE GULF	10.00	400771	
			12,763.60**
ROAD & BRIDGE PCT.#4			
SPIDLE & SPIDLE	482.95	400507	
APAC, INC. - TROTTI & THOMSOM	2,673.64	400513	
CHUCK'S WRECKER SERVICE	150.00	400518	
FED EX	30.57	400534	
ENTERGY	12.47	400541	
M&D SUPPLY	32.07	400558	
OIL CITY TRACTORS, INC.	114.99	400567	
SCOOTER'S LAWNMOWERS	85.00	400583	
W. JEFFERSON COUNTY M.W.D.	283.71	400615	
WHEELER TRUCK BODY EQUIPMENT	565.26	400617	
ROLLINS TRUCK & TRAILER REPAIR	90.00	400625	
SIERRA SPRING WATER CO. - BT	22.82	400638	
SIERRA SPRING WATER CO. - BT	22.82	400640	
MARTIN PRODUCT SALES LLC	1,187.83	400684	
ASCO	3,024.23	400744	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	124.97	400754	
1800RADIATOR & AC	175.00	400780	
			9,078.33**
ENGINEERING FUND			
STAR GRAPHICS SHARP	43.25	400597	
			43.25**
PARKS & RECREATION			

NAME	AMOUNT	CHECK NO.	TOTAL
CITY OF PORT ARTHUR - WATER DEPT.	237.88	400521	
AT&T	28.93	400594	
W. JEFFERSON COUNTY M.W.D.	50.26	400615	
			317.07**
GENERAL FUND			
JEFFERSON CTY. CLERK	760.44	400501	
			760.44*
TAX OFFICE			
HERNANDEZ OFFICE SUPPLY, INC.	54.00	400546	
OFFICE DEPOT	1,386.48	400566	
ACE IMAGEWEAR	20.69	400589	
SOUTHEAST TEXAS WATER	270.95	400592	
AT&T	101.19	400594	
STAR GRAPHICS SHARP	208.10	400597	
ZEE MEDICAL SERVICE	43.30	400621	
CDW COMPUTER CENTERS, INC.	203.77	400630	
UNITED STATES POSTAL SERVICE	1,013.69	400636	
UNITED STATES POSTAL SERVICE	77.57	400637	
ZYTRON, INC	20,751.75	400674	
			24,131.49*
COUNTY HUMAN RESOURCES			
STAR GRAPHICS SHARP	43.25	400597	
UNITED STATES POSTAL SERVICE	1.22	400636	
			44.47*
AUDITOR'S OFFICE			
STAR GRAPHICS SHARP	60.94	400597	
UNITED STATES POSTAL SERVICE	39.79	400636	
			100.73*
COUNTY CLERK			
OFFICE DEPOT	516.05	400566	
UNITED STATES POSTAL SERVICE	273.31	400636	
UNITED STATES POSTAL SERVICE	53.30	400637	
			842.66*
COUNTY JUDGE			
CHEROKEE COUNTY CLERK	522.00	400526	
JAN GIROUARD & ASSOCIATES	200.00	400536	
OFFICE DEPOT	24.18	400566	
KEVIN PAULA SEKALY PC	500.00	400586	
STAR GRAPHICS SHARP	43.25	400597	
DANIEL CLAYTON	500.00	400642	
ROCKY LAWDERMILK	1,000.00	400651	
JEFF R BRANICK	562.15	400686	
KENDALL COCKRELL	500.00	400760	
			3,803.22*
RISK MANAGEMENT			
STAR GRAPHICS SHARP	31.78	400597	
			31.78*
COUNTY TREASURER			
STAR GRAPHICS SHARP	43.25	400597	
UNITED STATES POSTAL SERVICE	223.10	400636	
			266.35*
PRINTING DEPARTMENT			
STAR GRAPHICS SHARP	314.11	400597	
			314.11*
PURCHASING DEPARTMENT			
STAR GRAPHICS SHARP	43.25	400597	
UNITED STATES POSTAL SERVICE	2.17	400636	
			45.42*
GENERAL SERVICES			
CASH ADVANCE ACCOUNT	40.00	400550	

NAME	AMOUNT	CHECK NO.	TOTAL
OLMSTED-KIRK PAPER	2,028.00	400568	
TIME WARNER COMMUNICATIONS	2,447.01	400602	
INTERFACE EAP	1,707.75	400624	
SAM'S CLUB DIRECT	52.30	400739	
ANTHONY ICENOGLE	1,000.75	400763	
SPOK INC	3.00	400772	
			7,278.81*
DATA PROCESSING			
DELL MARKETING L.P.	91.19	400528	
OFFICE DEPOT	114.27	400566	
STAR GRAPHICS SHARP	60.94	400597	
CDW COMPUTER CENTERS, INC.	224.42	400630	
VERIZON WIRELESS	75.98	400633	
SHI GOVERNMENT SOLUTIONS, INC.	329.00	400643	
SPOK INC	12.05	400772	
			907.85*
VOTERS REGISTRATION DEPT			
STAR GRAPHICS SHARP	30.12	400597	
UNITED STATES POSTAL SERVICE	91.62	400636	
			121.74*
ELECTIONS DEPARTMENT			
STAR GRAPHICS SHARP	30.12	400597	
U-HAUL	302.02	400609	
UNITED STATES POSTAL SERVICE	19.94	400636	
ABSOLUTE PRINT SOLUTIONS	1,121.06	400733	
			1,473.14*
DISTRICT ATTORNEY			
JEFFERSON CTY. DISTRICT ATTORNEY	15,680.00	400549	
STAR GRAPHICS SHARP	261.30	400597	
CYNDI DOLEMAN	19.00	400626	
UNITED STATES POSTAL SERVICE	255.12	400636	
			16,215.42*
DISTRICT CLERK			
OFFICE DEPOT	201.55	400566	
STAR GRAPHICS SHARP	51.52	400597	
UNITED STATES POSTAL SERVICE	254.07	400636	
			507.14*
CRIMINAL DISTRICT COURT			
DAVID W BARLOW	4,167.00	400515	
EDWARD B. GRIPON, M.D., P.A.	595.00	400538	
SECOND AD JUD REGION	927.05	400585	
STAR GRAPHICS SHARP	31.78	400597	
UNITED STATES POSTAL SERVICE	1.91	400636	
RAQUEL WEST	8,334.00	400656	
			14,056.74*
58TH DISTRICT COURT			
SECOND AD JUD REGION	927.05	400585	
STAR GRAPHICS SHARP	31.78	400597	
			958.83*
60TH DISTRICT COURT			
SECOND AD JUD REGION	927.05	400585	
STAR GRAPHICS SHARP	30.12	400597	
			957.17*
136TH DISTRICT COURT			
SECOND AD JUD REGION	927.05	400585	
STAR GRAPHICS SHARP	30.12	400597	
UNITED STATES POSTAL SERVICE	6.57	400636	
			963.74*
172ND DISTRICT COURT			
SECOND AD JUD REGION	927.05	400585	
STAR GRAPHICS SHARP	31.78	400597	
UNITED STATES POSTAL SERVICE	5.05	400636	
			963.88*
252ND DISTRICT COURT			

NAME	AMOUNT	CHECK NO.	TOTAL
DAVID W BARLOW	4,167.00	400515	
THOMAS J. BURBANK, P.C.	1,850.00	400516	
RIFE KIMLER, LAW OFFICE OF	800.00	400554	
SECOND AD JUD REGION	927.05	400585	
MIKE VAN ZANDT	8,334.00	400610	
UNITED STATES POSTAL SERVICE	325.88	400636	
JAMES R. MAKIN, P.C.	800.00	400722	
MATUSKA LAW FIRM	1,537.50	400756	
			18,741.43*
279TH DISTRICT COURT			
LAIRON DOWDEN, JR.	325.00	400529	
HERBERT L. JAMISON & CO.	1,727.93	400548	
MARVA PROVO	650.00	400577	
SECOND AD JUD REGION	927.05	400585	
RANDY SHELTON	265.28	400588	
KEVIN S. LAINE	325.00	400628	
GLEN M. CROCKER	325.00	400645	
STEFANIE L. ADAMS, ATTORNEY AT LAW	587.50	400721	
MATUSKA LAW FIRM	225.00	400756	
			5,357.76*
317TH DISTRICT COURT			
LAIRON DOWDEN, JR.	350.00	400529	
CASH ADVANCE ACCOUNT	1,083.84	400550	
SECOND AD JUD REGION	927.05	400585	
STAR GRAPHICS SHARP	31.78	400597	
UNITED STATES POSTAL SERVICE	12.00	400636	
			2,404.67*
JUSTICE COURT-PCT 1 PL 1			
STAR GRAPHICS SHARP	51.32	400597	
UNITED STATES POSTAL SERVICE	35.73	400636	
CLASSIC FORMS AND PRODUCTS	279.00	400659	
			366.05*
JUSTICE COURT-PCT 1 PL 2			
OFFICE DEPOT	93.19	400566	
STAR GRAPHICS SHARP	30.12	400597	
			123.31*
JUSTICE COURT-PCT 2			
POSTMASTER	735.00	400576	
			735.00*
JUSTICE COURT-PCT 4			
STAR GRAPHICS SHARP	42.71	400597	
			42.71*
JUSTICE COURT-PCT 6			
STAR GRAPHICS SHARP	30.12	400597	
UNITED STATES POSTAL SERVICE	42.76	400636	
			72.88*
JUSTICE OF PEACE PCT. 8			
UNITED STATES POSTAL SERVICE	189.46	400637	
			189.46*
COUNTY COURT AT LAW NO.1			
TEXAS ASSOC. OF COUNTY COURT A LAW	35.00	400506	
COURT REPORTERS CERT BOARD	210.00	400527	
THE EXAMINER	25.00	400532	
SECOND AD JUD REGION	927.04	400585	
STAR GRAPHICS SHARP	30.12	400597	
UNITED STATES POSTAL SERVICE	.41	400636	
			1,227.57*
COUNTY COURT AT LAW NO. 2			
TRAVIS EVANS	250.00	400531	
SECOND AD JUD REGION	927.04	400585	
UNITED STATES POSTAL SERVICE	9.41	400636	
SAMUEL & SON LAW FIRM PLLC	500.00	400773	
			1,686.45*
COUNTY COURT AT LAW NO. 3			

NAME	AMOUNT	CHECK NO.	TOTAL
MIKE CICHOWSKI	250.00	400519	
SECOND AD JUD REGION	927.04	400585	
UNITED STATES POSTAL SERVICE	23.55	400636	
TERRENCE ALLISON	300.00	400742	
			1,500.59*
COURT MASTER			
SECOND AD JUD REGION	927.04	400585	
STAR GRAPHICS SHARP	42.71	400597	
VERIZON WIRELESS	109.43	400633	
UNITED STATES POSTAL SERVICE	2.44	400636	
			1,081.62*
MEDIATION CENTER			
SOUTHEAST TEXAS WATER	29.80	400592	
STAR GRAPHICS SHARP	30.12	400597	
TEXAS ASSN. OF MEDIATORS	225.00	400605	
UNITED STATES POSTAL SERVICE	11.55	400636	
KARA HAWTHORN	619.72	400723	
			916.19*
COMMUNITY SUPERVISION			
STAR GRAPHICS SHARP	136.39	400597	
			136.39*
SHERIFF'S DEPARTMENT			
AAA LOCK & SAFE	313.00	400500	
KAY ELECTRONICS, INC.	55.00	400553	
NATIONAL SHERIFF'S ASSOCIATION	266.00	400563	
OFFICE DEPOT	2,439.82	400566	
PUBLIC AGENCY TRAINING COUNCIL	425.00	400578	
AT&T	62.15	400594	
STAR GRAPHICS SHARP	279.27	400597	
ULINE SHIPPING SUPPLY SPECIALI	214.16	400608	
CDW COMPUTER CENTERS, INC.	583.81	400630	
UNITED STATES POSTAL SERVICE	933.76	400636	
FIVE STAR FEED	195.80	400661	
CODE BLUE	3,550.00	400665	
CALDWELL COUNTRY CHEVROLET	26,500.00	400672	
ATTABOY TERMITE & PEST CONTROL	317.00	400708	
FOUNDERS TELECOM	2,368.60	400717	
RITA HURT	275.00	400731	
			38,778.37*
CRIME LABORATORY			
GUARDIAN FORCE	108.00	400504	
AGILENT TECHNOLOGIES	26,832.00	400510	
CASH ADVANCE ACCOUNT	2,567.20	400550	
HENRY SCHEIN, INC.	36.61	400582	
STAR GRAPHICS SHARP	42.71	400597	
ULINE SHIPPING SUPPLY SPECIALI	323.17	400608	
CAYMAN CHEMICAL COMPANY	73.00	400711	
			29,982.69*
JAIL - NO. 2			
GUARDIAN FORCE	170.00	400504	
JOHNSTONE SUPPLY	1,272.38	400508	
AMERICAN CORRECTIONAL ASSOCIATION	70.00	400509	
BOB BARKER CO., INC.	465.05	400514	
ECOLAB	1,040.30	400530	
W.W. GRAINGER, INC.	175.70	400537	
ENTERGY	168.20	400541	
HERNANDEZ OFFICE SUPPLY, INC.	43.00	400546	
CASH ADVANCE ACCOUNT	977.65	400550	
M&D SUPPLY	61.15	400558	
OFFICE DEPOT	1,384.89	400566	
PETTY CASH - SHERIFF'S OFFICE	932.61	400572	
SANITARY SUPPLY, INC.	6,362.82	400581	
SHERIFF'S ASSOCIATION OF TEXAS	75.00	400590	
SHERWIN-WILLIAMS	68.54	400591	
STAR GRAPHICS SHARP	522.75	400597	
WASTE MGT. GOLDEN TRIANGLE, INC.	481.50	400612	
WILLBANKS & ASSOCIATES	373.78	400620	

NAME	AMOUNT	CHECK NO.	TOTAL
LOWE'S HOME CENTERS, INC.	166.08	400649	
MARK ELLIS	100.00	400685	
SOUTHEAST TEXAS STARTER	30.00	400699	
TABB TEXTILE COMPANY, INC.	2,900.00	400701	
FIVE STAR CORRECTIONAL SERVICE	18,861.11	400712	
A1 FILTER SERVICE COMPANY	737.60	400730	
			37,440.11*
JUVENILE PROBATION DEPT.			
HERNANDEZ OFFICE SUPPLY, INC.	28.72	400546	
OFFICE DEPOT	930.17	400566	
LARONDA TURNER	73.36	400570	
STAR GRAPHICS SHARP	91.06	400597	
CHERYL TARVER	134.40	400623	
VERIZON WIRELESS	66.50	400633	
UNITED STATES POSTAL SERVICE	8.60	400636	
LATRICIA COLEMAN	168.00	400652	
SHANNA CITIZEN	155.12	400654	
JENNIFER SOLANO	123.30	400655	
LATASHA DILL	464.24	400675	
LYNN BIERHALTER	44.24	400677	
SHARON STREETMAN	67.20	400678	
WEST TX JUVENILE CHIEF'S ASSOC	100.00	400689	
RASHUNDA FLETCHER	157.92	400702	
BRIA LYNCH	15.26	400703	
SPOK INC	48.20	400772	
			2,676.29*
JUVENILE DETENTION HOME			
ENTERGY	6,619.31	400541	
OFFICE DEPOT	83.52	400566	
AT&T	682.28	400594	
WASTE MGT. GOLDEN TRIANGLE, INC.	441.40	400612	
OAK FARM DAIRY	269.08	400627	
FLOWERS FOODS	154.61	400663	
BEN E KEITH FOODS	2,468.44	400664	
VANSCHECA SANDERS-CHEVIS	600.00	400693	
KAREN ROBERTS	300.00	400705	
			11,618.64*
CONSTABLE PCT 1			
KIRKSEY'S SPRINT PRINTING	65.40	400556	
OFFICE DEPOT	159.96	400566	
TEXAS STATE UNIVERTY/SAN MARCOS	750.00	400593	
VERIZON WIRELESS	227.94	400633	
UNITED STATES POSTAL SERVICE	60.58	400636	
			1,263.88*
CONSTABLE-PCT 2			
CASH ADVANCE ACCOUNT	656.20	400550	
VERIZON WIRELESS	113.97	400633	
			770.17*
CONSTABLE-PCT 4			
VERIZON WIRELESS	113.97	400633	
			113.97*
CONSTABLE-PCT 6			
CASH ADVANCE ACCOUNT	1,799.24	400550	
STAR GRAPHICS SHARP	30.12	400597	
VERIZON WIRELESS	113.97	400633	
UNITED STATES POSTAL SERVICE	28.86	400636	
CODE BLUE	270.00	400665	
			2,242.19*
CONSTABLE PCT. 7			
VERIZON WIRELESS	113.97	400633	
			113.97*
CONSTABLE PCT. 8			
VERIZON WIRELESS	113.97	400633	
CITY DIRECTORIES	197.00	400683	
			310.97*
COUNTY MORGUE			

NAME	AMOUNT	CHECK NO.	TOTAL
FMMS HOLDINGS OF TEXAS LLC	43,200.00	400735	
			43,200.00*
AGRICULTURE EXTENSION SVC			
GEMPLERS, INC.	130.90	400535	
OFFICE DEPOT	261.04	400566	
STAR GRAPHICS SHARP	60.94	400597	
			452.88*
HEALTH AND WELFARE NO. 1			
CITY OF BEAUMONT	40.00	400512	
CALVARY MORTUARY	890.00	400517	
ENTERGY	70.00	400542	
OFFICE DEPOT	251.88	400566	
PETTY CASH - N C WELFARE	157.06	400573	
STAR GRAPHICS SHARP	60.94	400597	
UNITED STATES POSTAL SERVICE	79.97	400636	
RACHEL DRAGULSKI	20.16	400653	
ESSLINE KNOX	15.12	400720	
SPOK INC	22.84	400772	
			1,607.97*
HEALTH AND WELFARE NO. 2			
CITY OF PORT ARTHUR - WATER DEPT.	47.76	400522	
O.W. COLLINS APARTMENTS	235.26	400524	
ENTERGY	70.00	400543	
PHYSICIAN SALES & SERVICE, INC.	1,051.60	400575	
STAR GRAPHICS SHARP	73.37	400597	
UNITED STATES POSTAL SERVICE	388.85	400637	
JESSICA RAWLINSON	16.24	400662	
CONNIE M ROBERTS	15.91	400687	
PCM-G	15,975.00	400706	
SPOK INC	7.70	400772	
JOHNNY R COOPER	100.00	400774	
MANUEL GASPER JR	300.00	400777	
			18,281.69*
NURSE PRACTITIONER			
STAR GRAPHICS SHARP	30.12	400597	
SIERRA SPRING WATER CO. - BT	12.00	400641	
GEORGE V. ZUZUKIN, M.D.	1,000.00	400782	
			1,042.12*
CHILD WELFARE UNIT			
TARGET STORES DIVISION	2,944.07	400631	
BEAUMONT OCCUPATIONAL SERVICE, INC.	465.40	400646	
J.C. PENNEY'S	694.93	400647	
SEARS COMMERICAL CREDIT	1,095.94	400648	
K-MART #7912	193.17	400650	
TYMIR WILSON PAYEE	20.00	400680	
CHUMARI WILSON PAYEE	20.00	400682	
TAYLOR SAVOY PAYEE	20.00	400690	
TYLER SAVOY PAYEE	20.00	400691	
J'LYNN HENDRIX	20.00	400707	
SIDNEY SCYPION	20.00	400710	
JAYLISHA ARDOIN	20.00	400713	
KRISTIN SIMONS PAYEE	20.00	400724	
ANTHONY DISOMBA PAYEE	20.00	400726	
AARON VINSON	20.00	400727	
CONNOR BELDEN	20.00	400728	
WILLIAM GILBERT	20.00	400729	
RHONDA PRUDHOMME	20.00	400732	
BETTY PRICE	20.00	400737	
LAFRONIA BATISTE	20.00	400738	
ROBIN FRANK PAYEE	20.00	400741	
QUINN DIXON PAYEE	20.00	400743	
HUNTER LACROIX	20.00	400746	
KAYANA SIMON PAYEE	20.00	400747	
MAKAYLEE ANDERSON	20.00	400750	
TAMIA GOODMAN PAYEE	20.00	400752	
ABBIE BLANDFORD	20.00	400755	
ASHANTI M MCCRAY	20.00	400758	
FATIMA ZAVALA	20.00	400759	

NAME	AMOUNT	CHECK NO.	TOTAL
AAYARRII CEASAR	20.00	400761	
TRELIN FARR	20.00	400762	
MYA NOBLE	20.00	400765	
KARL GREEN PAYEE	20.00	400766	
KELSEY LONGORIA	20.00	400767	
TONI GREEN PAYEE	20.00	400768	
TYTIANNA WELLS SIGARST	20.00	400769	
WILLIAM GREEN	20.00	400770	
SIERRA M COLLAZO	20.00	400775	
OMARI COLEMAN PAYEE	20.00	400776	
SKYLAR DANIELS PAYEE	20.00	400779	
DONALD ORCHID	20.00	400781	
			6,113.51*
INDIGENT MEDICAL SERVICES			
CARDINAL HEALTH 110 INC	4,139.07	400748	
			4,139.07*
MAINTENANCE-BEAUMONT			
LOUIS AND COMPANY	431.06	400505	
CITY OF BEAUMONT - WATER DEPT.	488.38	400520	
ECOLAB	209.95	400530	
W.W. GRAINGER, INC.	689.93	400537	
ENTERGY	10.20	400541	
M&D SUPPLY	164.96	400558	
MCCOWN PAINT & SUPPLY OF TEXAS	252.88	400559	
MOORE SUPPLY, INC.	110.21	400561	
RALPH'S INDUSTRIAL ELECTRONICS	1,496.47	400580	
ACE IMAGEWEAR	152.48	400589	
AT&T	938.84	400594	
STAR GRAPHICS SHARP	30.12	400597	
WASTE MGT. GOLDEN TRIANGLE, INC.	1,334.00	400612	
WHOLESALE ELECTRIC SUPPLY CO.	193.44	400619	
CENTERPOINT ENERGY RESOURCES CORP	300.62	400670	
ATTABOY TERMITE & PEST CONTROL	477.54	400708	
THERMAL SOLUTIONS PRODUCTS LLC	1,200.00	400778	
			8,481.08*
MAINTENANCE-PORT ARTHUR			
GUARDIAN FORCE	324.00	400504	
ALL-PHASE ELECTRIC SUPPLY	25.45	400525	
SANITARY SUPPLY, INC.	256.47	400581	
STAR GRAPHICS SHARP	61.90	400597	
SOLAR	38.00	400644	
PARKER LUMBER	8.36	400715	
			714.18*
MAINTENANCE-MID COUNTY			
CITY OF NEDERLAND	167.48	400523	
ACE IMAGEWEAR	27.91	400589	
AT&T	684.31	400594	
STAR GRAPHICS SHARP	31.78	400597	
W. JEFFERSON COUNTY M.W.D.	70.29	400615	
			981.77*
SERVICE CENTER			
GULF COAST SCREW & SUPPLY	60.65	400540	
J.K. CHEVROLET CO.	247.35	400547	
KINSEL FORD, INC.	185.52	400555	
M&D SUPPLY	309.26	400558	
PHILPOTT MOTORS, INC.	16.45	400574	
STAR GRAPHICS SHARP	30.12	400597	
TRI-CON, INC.	19,813.06	400606	
VERIZON WIRELESS	42.00	400633	
LINDBERGH PAINT & BODY	250.00	400666	
BUMPER TO BUMPER	325.50	400667	
UNIFIRST HOLDINGS INC	22.23	400709	
MIGHTY OF SOUTHEAST TEXAS	336.52	400725	
SILSBEE FORD INC	94.35	400753	
			21,733.01*
VETERANS SERVICE			
STAR GRAPHICS SHARP	74.49	400597	

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	5.46	400636	
UNITED STATES POSTAL SERVICE	40.97	400637	
HILARY GUEST	121.20	400657	
			242.12*
			341,627.86**
MOSQUITO CONTROL FUND			
ADAPCO, INC.	146,393.10	400503	
SUPERIOR TIRE & SERVICE	18.95	400511	
CITY OF NEDERLAND	55.75	400523	
MUNRO'S	98.95	400562	
AT&T	29.78	400594	
STAR GRAPHICS SHARP	30.12	400597	
TIME WARNER COMMUNICATIONS	69.81	400600	
GULF COAST AVIONICS CORPORATION	360.00	400629	
TEXAS COMMISSION ON ENVIRONMENTAL	500.00	400660	
MIDTEX OIL LP	201.28	400694	
			147,757.74**
FAMILY GROUP CONFERENCING			
STAR GRAPHICS SHARP	31.78	400597	
			31.78**
J.C. FAMILY TREATMENT CT.			
JUDY PAASCH	140.97	400669	
			140.97**
LAW LIBRARY FUND			
THOMSON REUTERS-WEST	4,050.49	400745	
			4,050.49**
EMPG GRANT			
SEARS COMMERCIAL CREDIT CENTER	209.95	400584	
			209.95**
JUVENILE TJPC-A-2014-123			
VERIZON WIRELESS	32.00	400633	
KESHA NIXON	202.72	400681	
OMNICARE PHARMACY OF TEXAS 2 LP	24.36	400688	
OMNICARE SAN ANTONIO	58.28	400692	
CLINTON DEROUEN	78.96	400734	
WILBERT PIERRE	110.88	400736	
DURWARD MINOR	220.08	400749	
JOSH CUYOS	162.40	400757	
SPOK INC	19.75	400772	
			909.43**
JUVENILE PROB & DET. FUND			
VERIZON WIRELESS	32.00	400633	
HAYS COUNTY JUVENILE CENTER	30.00	400695	
			62.00**
COMMUNITY SUPERVISION FND			
CASH ADVANCE ACCOUNT	890.70	400550	
OFFICE DEPOT	1,369.55	400566	
VERIZON WIRELESS	120.54	400633	
UNITED STATES POSTAL SERVICE	78.87	400636	
UNITED STATES POSTAL SERVICE	285.76	400637	
JCCSC	212.00	400719	
			2,957.42**
JEFF. CO. WOMEN'S CENTER			
CITY OF BEAUMONT - WATER DEPT.	778.61	400520	
ECOLAB	82.95	400530	
LUBE SHOP	82.48	400557	
KIM MCKINNEY, LPC, LMFT	225.00	400560	
SANITARY SUPPLY, INC.	39.32	400581	
STAR GRAPHICS SHARP	31.78	400597	
SUPREME SALES CO., INC.	131.52	400598	
SYSCO FOOD SERVICES, INC.	3,020.23	400599	
TIME WARNER COMMUNICATIONS	38.24	400601	
WASTE MGT. GOLDEN TRIANGLE, INC.	88.28	400612	
WASTE MGT. GOLDEN TRIANGLE, INC.	90.52	400613	

NAME	AMOUNT	CHECK NO.	TOTAL
PETTY CASH - RESTITUTION I	62.74	400622	
TEXAS FIRE & COMMUNICATIONS	85.00	400632	
VERIZON WIRELESS	32.00	400633	
TOWER COMMUNICATIONS, INC.	60.00	400634	
BEN E KEITH FOODS	1,372.41	400664	
CENTERPOINT ENERGY RESOURCES CORP	268.22	400670	
ROCHESTER ARMORED CAR CO INC	121.64	400718	
SAM'S CLUB DIRECT	138.81	400739	
SPOK INC	16.38	400772	
			6,766.13**
MENTALLY IMPAIRED OFFEND.			
CASH ADVANCE ACCOUNT	523.02	400550	
TRAZARRA STELLY	185.36	400700	
			708.38**
COMMUNITY CORRECTIONS PRG			
STAR GRAPHICS SHARP	47.38	400597	
			47.38**
DRUG DIVERSION PROGRAM			
STAR GRAPHICS SHARP	47.38	400597	
WILLIAM LOFTON	49.00	400704	
			96.38**
LAW OFFICER TRAINING GRT			
ZEE MEDICAL SERVICE	204.45	400621	
			204.45**
COUNTY CLERK - RECORD MGT			
AT&T	111.06	400594	
			111.06**
CHEEK H2O & SEWER PHASE 3			
T. JOHNSON INDUSTRIES, INC.	1,377.90	400552	
			1,377.90**
J.P. COURTROOM TECH. FUND			
VERIZON WIRELESS	152.00	400633	
			152.00**
HOTEL OCCUPANCY TAX FUND			
CITY OF BEAUMONT - WATER DEPT.	123.63	400520	
M&D SUPPLY	12.63	400558	
MUNRO'S	108.25	400562	
OFFICE DEPOT	61.34	400566	
TIME WARNER COMMUNICATIONS	110.72	400603	
TRI-CITY COFFEE SERVICE	56.70	400607	
VERIZON WIRELESS	37.99	400633	
UNITED STATES POSTAL SERVICE	2.99	400636	
B&G POPCORN INC	259.10	400740	
			650.67**
DISTRICT CLK RECORDS MGMT			
STAR GRAPHICS SHARP	86.50	400597	
			86.50**
AIRPORT FUND			
CITY OF NEDERLAND	517.61	400523	
STAR GRAPHICS SHARP	72.83	400597	
VERIZON WIRELESS	75.98	400633	
			666.42**
SE TX EMP. BENEFIT POOL			
STANDARD INSURANCE COMPANY	10,790.68	400673	
RELIANCE STANDARD LIFE INSURANCE	5,424.92	400676	
			16,215.60**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	13,592.10	400671	
			13,592.10**
SHERIFF'S FORFEITURE FUND			

NAME	AMOUNT	CHECK NO.	TOTAL
RALPH'S INDUSTRIAL ELECTRONICS	250.80	400580	
			250.80**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	10,522.00	400473	
CLEAT	306.00	400474	
JEFFERSON CTY. TREASURER	19,000.91	400475	
RON STADTMUELLER - CHAPTER 13	1,717.50	400476	
INTERNAL REVENUE SERVICE	150.00	400477	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	5,080.00	400478	
JEFFERSON CTY. COMMUNITY SUP.	10,700.03	400479	
JEFFERSON CTY. TREASURER - HEALTH	408,045.63	400480	
JEFFERSON CTY. TREASURER - GENERAL	20.00	400481	
JEFFERSON CTY. TREASURER - PAYROLL	1,615,678.05	400482	
JEFFERSON CTY. TREASURER - PAYROLL	634,962.16	400483	
MONY/MLOA	261.42	400484	
POLICE & FIRE FIGHTERS' ASSOCIATION	3,205.38	400485	
UNITED WAY OF BEAUMONT& N JEFFERSON	33.92	400486	
JEFFERSON CTY. TREASURER - TCDRS	604,113.89	400487	
OPPENHEIMER FUNDS DISTRIBUTOR, INC	1,881.65	400488	
JEFFERSON COUNTY TREASURER	2,389.89	400489	
JEFFERSON COUNTY - TREASURER -	5,208.76	400490	
NECHES FEDERAL CREDIT UNION	63,254.18	400491	
JEFFERSON COUNTY - NATIONWIDE	51,970.93	400492	
TENNESSEE CHILD SUPPORT	115.38	400493	
NCO FINANCIAL SYSTEMS INC	126.32	400494	
SBA - U S DEPARTMENT OF TREASURY	168.49	400495	
CALIFORNIA STATE DISBURSEMENT UNIT	117.23	400496	
WILLIAM E HEITKAMP	689.00	400497	
JOHN TALTON	717.69	400498	
IL DEPT OF HEALTCARD AND FAMILY SER	188.31	400499	
			3,440,624.72**
GUARDIANSHIP FEE			
DANE DENNISON	200.00	400764	
			200.00**
ORCA - IKE			
ENTERGY	7,718.29	400544	
			7,718.29**
CNTY & DIST COURT TECH FD			
VERIZON WIRELESS	189.95	400633	
			189.95**
MARINE DIVISION			
SIERRA SPRING WATER CO. - BT	22.66	400638	
SIERRA SPRING WATER CO. - BT	18.16	400639	
THE DINGO GROUP-PETE JORGENSON MARI	843.55	400698	
			839.05**
ASAP - CONSTABLE PCT 8			
TASER INTERNATIONAL	96.81	400668	
			96.81**
			4,016,979.16***

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
WARREN'S DO-NUTS	84.46	400934	
			84.46**
ROAD & BRIDGE PCT.#1			
BEAUMONT FRAME & FRONT END	810.64	400799	
CARQUEST AUTO PARTS # 96	68.52	400802	
BEAUMONT ENTERPRISE	276.64	400818	
ENTERGY	94.74	400829	
KINSEL FORD, INC.	81.44	400837	
M&D SUPPLY	98.15	400841	
SOUTHEAST TEXAS WATER	14.00	400867	
TRI-CON, INC.	5,602.65	400878	
WASTE MGT. GOLDEN TRIANGLE, INC.	67.25	400882	
SOUTHERN TIRE MART, LLC	258.00	400894	
SHOPPA'S FARM SUPPLY	1,563.67	401008	
WALT EMBLER	2,125.00	401012	
			11,060.70**
ROAD & BRIDGE PCT.#2			
APAC, INC. - TROTTI & THOMSOM	147.04	400798	
BRANCE KRACHY CO., INC.	77.29	400801	
COBURN'S, BEAUMONT BOWIE (1)	261.15	400810	
CURETON & SON	30.00	400813	
BEAUMONT ENTERPRISE	276.64	400818	
ENTERGY	702.27	400829	
MUNRO'S	18.45	400848	
RITTER @ HOME	235.23	400859	
AT&T	89.16	400871	
WASTE MGT. GOLDEN TRIANGLE, INC.	81.18	400882	
FASTENAL	91.06	400901	
SAVANT'S COLLISION CENTER, INC.	1,663.00	400915	
LOWE'S HOME CENTERS, INC.	146.61	400916	
BUMPER TO BUMPER	229.99	400930	
SCHEAFFER MFG CO	1,041.70	400990	
MEMBER'S BUILDING MAINTENANCE LLC	149.50	400992	
METAL INSTALLATION	2,750.00	401011	
			7,990.27**
ROAD & BRIDGE PCT. # 3			
CITY OF PORT ARTHUR - WATER DEPT.	29.32	400807	
RB EVERETT & COMPANY, INC.	162.71	400820	
FARM & HOME SUPPLY	7.57	400822	
GULF COAST AUTOMOTIVE, INC.	5.59	400826	
LOUIS' YAZOO SALES & SERVICE, LLC	169.85	400839	
MUNRO'S	18.23	400848	
TIME WARNER COMMUNICATIONS	82.52	400876	
STRATTON INC.	22.99	400886	
HOWARD'S AUTO SUPPLY	14.90	400899	
LOWE'S HOME CENTERS, INC.	54.47	400916	
KNIFE RIVER	471.98	400945	
HAMSHIRE GULF	20.00	401005	
			1,060.13**
ROAD & BRIDGE PCT.#4			
APAC, INC. - TROTTI & THOMSOM	4,586.97	400798	
COASTAL WELDING SUPPLY	52.36	400809	
MUNRO'S	197.27	400848	
OFFICE DEPOT	929.50	400851	
SANITARY SUPPLY, INC.	947.34	400861	
SMART'S TRUCK & TRAILER, INC.	125.10	400866	
AT&T	73.64	400871	
TRI-CON, INC.	4,971.78	400878	
WASTE MGT. GOLDEN TRIANGLE, INC.	64.17	400882	
MARTIN PRODUCT SALES LLC	6,228.34	400941	
ON TIME TIRE	105.00	400978	
1800RADIATOR & AC	228.00	401013	
			18,509.47**
ENGINEERING FUND			
CASH ADVANCE ACCOUNT	985.57	400834	
WHITE REPROGRAPHICS	15.00	400887	

NAME	AMOUNT	CHECK NO.	TOTAL
BRADLEY STAFFORD	925.56	400982	
			1,926.13**
PARKS & RECREATION			
A&B OUTDOOR EQUIPMENT	189.95	400784	
ENTERGY	1,749.14	400829	
JIFFY TROPHIES	11.00	400835	
BRAUD VAUGHN & WILLIAMSON INSURANCE	2,795.85	400933	
LANSDOWNE-MOODY CO	43.99	400940	
C & I OIL COMPANY INC	2,199.16	400956	
SPRINT WASTE SERVICES LP	310.80	401000	
			7,299.89**
GENERAL FUND			
SHIRLEY STEPHENS TAC	136.38	400979	
			136.38*
TAX OFFICE			
UNITED STATES POSTAL SERVICE	1,916.64	400909	
			1,916.64*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	.81	400909	
			.81*
AUDITOR'S OFFICE			
UNITED STATES POSTAL SERVICE	26.15	400909	
JEFFERSON COUNTY CREDIT CARDS	283.05	400964	
			309.20*
COUNTY CLERK			
KIRKSEY'S SPRINT PRINTING	3.50	400838	
XEROX CORPORATION	2,161.34	400891	
UNITED STATES POSTAL SERVICE	281.25	400909	
			2,446.09*
COUNTY JUDGE			
JOHN E. MACEY	500.00	400842	
UNITED STATES POSTAL SERVICE	68.86	400909	
THOMAS O. MOSES	500.00	400936	
DUSTIN R. GALMOR	500.00	400966	
KOBY HOFFPAUIR	500.00	400972	
THE DAWS LAW FIRM PLLC	500.00	400999	
			2,568.86*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	1.29	400909	
			1.29*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	221.26	400909	
LEXISNEXIS- ACCURINT	120.00	400961	
			341.26*
PRINTING DEPARTMENT			
CIT TECHNOLOGY FINANCING SERVICE	499.00	400952	
			499.00*
PURCHASING DEPARTMENT			
THE EXAMINER	825.00	400821	
FED EX	43.60	400823	
OFFICE DEPOT	22.05	400851	
			890.65*
GENERAL SERVICES			
CASH ADVANCE ACCOUNT	40.00	400834	
TEXAS WILDLIFE DAMAGE MGMT FUND	2,700.00	400877	
TRI-CITY COFFEE SERVICE	118.95	400879	
TEXAS COFFEE COMPANY	90.26	400900	
VERIZON WIRELESS	303.92	400907	
LEXISNEXIS- ACCURINT	240.00	400961	

NAME	AMOUNT	CHECK NO.	TOTAL
JEFFERSON COUNTY CREDIT CARDS	202.70	400964	
DYNAMEX INC	220.49	400994	
			3,916.32*
DATA PROCESSING			
SHI GOVERNMENT SOLUTIONS, INC.	11,245.00	400912	
LEXISNEXIS- ACCURINT	240.00	400961	
			11,485.00*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	183.76	400909	
			183.76*
ELECTIONS DEPARTMENT			
M&D SUPPLY	78.63	400841	
OFFICE DEPOT	119.98	400851	
U-HAUL	849.74	400880	
JASON'S DELI	379.75	400903	
VERIZON WIRELESS	4,895.73	400907	
UNITED STATES POSTAL SERVICE	2.76	400909	
SIERRA SPRING WATER CO. - BT	33.00	400911	
JEFFERSON COUNTY CREDIT CARDS	234.00	400964	
			6,593.59*
DISTRICT ATTORNEY			
GT DISTRIBUTORS, INC.	423.02	400824	
CECILIA GOWER	130.50	400825	
LEAH HAYES	217.00	400832	
OFFICE DEPOT	378.63	400851	
UNITED STATES POSTAL SERVICE	152.16	400909	
PACER SERVICE CENTER	96.30	400913	
RECALL TOTAL INFORMATION MANAGEMENT	1,215.54	400924	
LEXISNEXIS- ACCURINT	480.00	400961	
HEALTHPORT	206.42	400991	
			3,299.57*
DISTRICT CLERK			
CURTIS 1000, INC.	433.17	400814	
UNITED STATES POSTAL SERVICE	99.12	400909	
COASTAL BUSINESS FORMS	131.00	400986	
			663.29*
CRIMINAL DISTRICT COURT			
GAYLYN COOPER	1,350.00	400787	
TODD W. LEBLANC	800.00	400789	
DAVID GROVE	900.00	400792	
DONALD W. DUESLER & ASSOC.	8,334.00	400817	
LEAH HAYES	2,027.30	400832	
JOHN E. MACEY	900.00	400842	
OFFICE DEPOT	38.75	400851	
KEVIN S. LAINE	1,965.00	400897	
UNITED STATES POSTAL SERVICE	27.89	400909	
ALEX BILL III	900.00	400969	
C. HADEN CRIBBS JR., PC	8,334.00	400977	
SAMUEL & SON LAW FIRM PLLC	900.00	401007	
			26,476.94*
58TH DISTRICT COURT			
LEXIS-NEXIS	112.00	400910	
			112.00*
60TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.48	400909	
			.48*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	1.22	400909	
LEXIS-NEXIS	54.00	400910	
			55.22*
172ND DISTRICT COURT			
LEXIS-NEXIS	53.00	400910	
			53.00*
252ND DISTRICT COURT			

NAME	AMOUNT	CHECK NO.	TOTAL
BRACK JONES JR.	8,333.33	400896	
UNITED STATES POSTAL SERVICE	323.54	400909	
LEXIS-NEXIS	53.00	400910	
SHEIGH SUMMERLIN	8,333.33	400938	
SUMMER TANNER	58.20	400943	
SOUTHEAST TEXAS PSYCHIATRY PA	845.00	400975	
			17,946.40*
279TH DISTRICT COURT			
PHILLIP DOWDEN	150.00	400797	
LAIRON DOWDEN, JR.	325.00	400815	
ANITA F. PROVO	525.00	400857	
BRACK JONES JR.	325.00	400895	
LEXIS-NEXIS	53.00	400910	
ANTOINETTE BRADLEY	1,000.00	400926	
KIMBERLY PHELAN, P.C.	300.00	400937	
RONALD PLESSALA	500.00	400954	
MICHAEL WALZEL	1,000.00	400957	
JONATHAN L. STOVALL	450.00	400967	
STEFANIE L. ADAMS, ATTORNEY AT LAW	675.00	400968	
TERRENCE ALLISON	500.00	400984	
WILLIAM FORD DISHMAN	500.00	400993	
MATUSKA LAW FIRM	450.00	401001	
TARA SHELANDER	500.00	401002	
SAMUEL & SON LAW FIRM PLLC	500.00	401007	
			7,753.00*
317TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.48	400909	
LEXIS-NEXIS	53.00	400910	
JUDY PAASCH	2,278.33	400931	
			2,331.81*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	23.86	400909	
LEXISNEXIS- ACCURINT	120.00	400961	
			143.86*
JUSTICE COURT-PCT 1 PL 2			
LEXISNEXIS- ACCURINT	120.00	400961	
			120.00*
JUSTICE COURT-PCT 2			
LEXISNEXIS- ACCURINT	120.00	400961	
			120.00*
JUSTICE COURT-PCT 4			
AT&T	73.64	400871	
LEXISNEXIS- ACCURINT	120.00	400961	
			193.64*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	35.26	400909	
LEXISNEXIS- ACCURINT	120.00	400961	
			155.26*
JUSTICE COURT-PCT 7			
LEXISNEXIS- ACCURINT	120.00	400961	
			120.00*
JUSTICE OF PEACE PCT. 8			
CLASSIC FORMS AND PRODUCTS	220.48	400921	
LEXISNEXIS- ACCURINT	120.00	400961	
			340.48*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	.41	400909	
LEXIS-NEXIS	45.00	400910	
			45.41*
COUNTY COURT AT LAW NO. 2			
GAYLYN COOPER	300.00	400787	
CHARLES ROJAS	250.00	400902	

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	25.73	400909	
ANTOINE FREEMAN	350.00	400949	
LEXISNEXIS- ACCURINT	60.00	400961	
ALEX BILL III	250.00	400969	
JARED GILTHORPE	250.00	401003	
			1,485.73*
COUNTY COURT AT LAW NO. 3			
JACK LAWRENCE	250.00	400793	
TRAVIS EVANS	250.00	400819	
NATHAN REYNOLDS, JR.	250.00	400858	
CHARLES ROJAS	250.00	400902	
JOHN D WEST	350.00	400906	
UNITED STATES POSTAL SERVICE	37.35	400909	
LEXISNEXIS- ACCURINT	60.00	400961	
SEAN VILLERY-SAMUEL	250.00	400962	
DUSTIN R. GALMOR	250.00	400966	
TERRENCE ALLISON	350.00	400984	
JARED GILTHORPE	250.00	401003	
			2,547.35*
COURT MASTER			
UNITED STATES POSTAL SERVICE	2.44	400909	
LEXIS-NEXIS	53.00	400910	
			55.44*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	8.53	400909	
			8.53*
SHERIFF'S DEPARTMENT			
GUARDIAN FORCE	108.00	400786	
BEAUMONT ENTERPRISE	276.64	400818	
ENTERGY	1,157.20	400829	
CASH ADVANCE ACCOUNT	376.00	400834	
KAY ELECTRONICS, INC.	149.75	400836	
NATIONAL DIRECTORY OF LAW ENFOR.	864.00	400849	
AT&T	119.08	400871	
UNITED STATES POSTAL SERVICE	136.53	400909	
CODE BLUE	1,095.00	400929	
JEFFERSON COUNTY CREDIT CARDS	324.00	400964	
SILSBEE FORD INC	1,315.79	400996	
			5,921.99*
CRIME LABORATORY			
SIGMA-ALDRICH, INC.	213.38	400785	
GUARDIAN FORCE	45.00	400786	
AMERA-CHEM	86.90	400791	
AGILENT TECHNOLOGIES	312.15	400796	
PERFECTOR SCIENTIFIC, INC.	51.92	400854	
HENRY SCHEIN, INC.	238.54	400862	
SEROLOGICAL RESEARCH INSTITUTE	401.74	400863	
SOUTHEAST TEXAS WATER	79.90	400867	
JOHN WILEY & SONS, INC.	391.00	400889	
JEFFERSON COUNTY CREDIT CARDS	78.00	400964	
			1,898.53*
JAIL - NO. 2			
JOHNSTONE SUPPLY	936.15	400794	
BEAUMONT TRACTOR COMPANY	358.35	400800	
CITY OF BEAUMONT - WATER DEPT.	8.00	400805	
CITY OF BEAUMONT - WATER DEPT.	8.00	400806	
COASTAL WELDING SUPPLY	78.57	400809	
COBURN'S, BEAUMONT BOWIE (1)	107.85	400810	
ENTERGY	35,946.67	400829	
HERNANDEZ OFFICE SUPPLY, INC.	173.54	400833	
CASH ADVANCE ACCOUNT	3,453.44	400834	
M&D SUPPLY	71.44	400841	
MCNEILL INSURANCE AGENCY	71.00	400846	
MOORE SUPPLY, INC.	375.00	400847	
OFFICE DEPOT	383.33	400851	
SANITARY SUPPLY, INC.	31.46	400861	
SHERWIN-WILLIAMS	591.74	400865	

NAME	AMOUNT	CHECK NO.	TOTAL
AT&T	1,347.70	400871	
SUTHERLAND LUMBER CO.	291.35	400873	
WASTE MGT. GOLDEN TRIANGLE, INC.	133.89	400882	
UNITED COMMUNICATIONS, INC.	1,302.50	400904	
LOWE'S HOME CENTERS, INC.	560.71	400916	
TEXAS GAS SERVICE	531.05	400920	
BELT SOURCE	51.74	400939	
FIVE STAR CORRECTIONAL SERVICE	18,430.40	400963	
LIQUID CAPITAL EXCHANGE INC	688.89	400971	
CONSTELLATION NEWENERGY - GAS DIVIS	3,445.20	400985	
			69,377.97*
JUVENILE PROBATION DEPT.			
ELAINE MADOLE	84.00	400843	
UNITED STATES POSTAL SERVICE	9.25	400909	
			93.25*
JUVENILE DETENTION HOME			
BEN E KEITH FOODS	2,391.73	400928	
A1 FILTER SERVICE COMPANY	183.79	400976	
			2,575.52*
CONSTABLE PCT 1			
CASH ADVANCE ACCOUNT	1,044.28	400834	
TEXAS STATE UNIVERTY/SAN MARCOS	150.00	400869	
UNITED STATES POSTAL SERVICE	96.48	400909	
CODE BLUE	136.00	400929	
LEXISNEXIS- ACCURINT	120.00	400961	
			1,546.76*
CONSTABLE-PCT 2			
OFFICE DEPOT	95.28	400851	
TEXAS STATE UNIVERTY/SAN MARCOS	450.00	400870	
CODE BLUE	272.00	400929	
LEXISNEXIS- ACCURINT	120.00	400961	
SILSBEE FORD INC	118.25	400996	
			1,055.53*
CONSTABLE-PCT 4			
AT&T	36.82	400871	
			36.82*
CONSTABLE-PCT 6			
SAM'S WESTERN WEAR, INC.	40.00	400860	
TEXAS STATE UNIVERTY/SAN MARCOS	750.00	400868	
UNITED STATES POSTAL SERVICE	12.85	400909	
CODE BLUE	34.00	400929	
LEXISNEXIS- ACCURINT	120.00	400961	
			956.85*
CONSTABLE PCT. 7			
LEXISNEXIS- ACCURINT	120.00	400961	
			120.00*
CONSTABLE PCT. 8			
LEXISNEXIS- ACCURINT	120.00	400961	
SILSBEE FORD INC	401.05	400996	
			521.05*
COUNTY MORGUE			
A1 FILTER SERVICE COMPANY	23.60	400976	
			23.60*
HEALTH AND WELFARE NO. 1			
CLAYBAR FUNERAL HOME, INC.	1,433.82	400808	
AUSTIN CECIL WALKES MD PA	2,932.58	400881	
UNITED STATES POSTAL SERVICE	73.68	400909	
JESSICA RAWLINSON	96.00	400927	
LEXISNEXIS- ACCURINT	120.00	400961	
			4,656.08*
HEALTH AND WELFARE NO. 2			
AUSTIN CECIL WALKES MD PA	2,932.58	400881	

NAME	AMOUNT	CHECK NO.	TOTAL
VICKIE MCINTYRE	36.00	400893	
SHI GOVERNMENT SOLUTIONS, INC.	4,938.00	400912	
LEXISNEXIS- ACCURINT	120.00	400961	
SAM'S CLUB DIRECT	35.56	400981	
			8,062.14*
CHILD WELFARE UNIT			
DISA, INC.	277.00	400816	
BEAUMONT OCCUPATIONAL SERVICE, INC.	2,010.95	400914	
BRANISHA HOPE PAYEE	30.00	400965	
KEYVONA CHISOM	30.00	400995	
KARL GREEN PAYEE	30.00	401004	
JOHN SCHEXNIDER	30.00	401016	
ANISA GERVACIO FC	30.00	401017	
ANDREW J HOLLINGSWORTH	30.00	401018	
ADRIANNA BLANCHARD FC	30.00	401019	
AARON TRAYLOR FC	30.00	401020	
JERMICA AUGUST FC	30.00	401021	
			2,557.95*
ENVIRONMENTAL CONTROL			
OFFICE DEPOT	255.07	400851	
			255.07*
INDIGENT MEDICAL SERVICES			
PRECISION DYNAMICS CORP.	395.45	400856	
CARDINAL HEALTH 110 INC	6,317.36	400988	
			6,712.81*
MAINTENANCE-BEAUMONT			
CERTIFIED LABORATORIES	581.52	400803	
CINTAS, INC.	233.48	400804	
ENTERGY	5,889.21	400829	
M&D SUPPLY	11.60	400841	
MCCOWN PAINT & SUPPLY OF TEXAS	67.35	400845	
MOORE SUPPLY, INC.	1,420.98	400847	
SANITARY SUPPLY, INC.	15.50	400861	
ACE IMAGEWEAR	187.90	400864	
WASTE MGT. GOLDEN TRIANGLE, INC.	79.12	400883	
WHOLESALE ELECTRIC SUPPLY CO.	187.93	400888	
WORTH HYDROCHEM	250.00	400890	
A1 FILTER SERVICE COMPANY	732.70	400976	
			9,657.29*
MAINTENANCE-PORT ARTHUR			
ENTERGY	4,947.28	400829	
NOACK LOCKSMITH	9.00	400850	
			4,956.28*
MAINTENANCE-MID COUNTY			
CONN'S APPLIANCES & PART	269.99	400811	
ENTERGY	2,679.18	400829	
JIFFY TROPHIES	17.00	400835	
SANITARY SUPPLY, INC.	169.40	400861	
ACE IMAGEWEAR	27.91	400864	
WASTE MGT. GOLDEN TRIANGLE, INC.	74.39	400882	
WASTE MGT. GOLDEN TRIANGLE, INC.	81.18	400884	
W. JEFFERSON COUNTY M.W.D.	25.13	400885	
MEMBER'S BUILDING MAINTENANCE LLC	1,925.52	400992	
			5,269.70*
SERVICE CENTER			
GULF COAST SCREW & SUPPLY	66.26	400827	
KINSEL FORD, INC.	385.39	400837	
M&D SUPPLY	30.06	400841	
PHILPOTT MOTORS, INC.	325.12	400855	
AT&T	59.44	400871	
TRI-CON, INC.	3,289.37	400878	
VIN'S PAINT & BODY, INC.	2,796.61	400898	
FIRST CALL	118.02	400918	
VOYAGER FLEET SYSTEM, INC.	31,905.54	400923	
BUMPER TO BUMPER	502.20	400930	
AMERICAN TIRE DISTRIBUTORS	45.28	400955	

NAME	AMOUNT	CHECK NO.	TOTAL
UNIFIRST HOLDINGS INC	22.23	400959	
MIGHTY OF SOUTHEAST TEXAS	110.98	400974	
SILSBEE FORD INC	159.52	400996	
			39,816.02*
VETERANS SERVICE			
HIGGINBOTHAM INSURANCE AGENCY INC	100.00	401015	
			100.00*
			261,487.47**
MOSQUITO CONTROL FUND			
ENTERGY	630.91	400829	
MUNRO'S	98.95	400848	
			729.86**
J.C. FAMILY TREATMENT CT.			
STORMY G CRIBB	3,075.00	400953	
			3,075.00**
LAW LIBRARY FUND			
LEXISNEXIS MATTHEW BENDER	1,844.78	400917	
THOMSON REUTERS-WEST	2,205.71	400987	
			4,050.49**
EMPG GRANT			
JEFFERSON COUNTY CREDIT CARDS	177.88	400964	
			177.88**
JUVENILE TJPC-A-2014-123			
PEGASUS SCHOOL	4,591.41	400853	
OMNICARE SAN ANTONIO	24.36	400944	
VICTORIA COUNTY JUVENILE SERVICES	4,005.00	400951	
TANISHA GRIFFIN	118.16	401014	
			8,738.93**
JUVENILE PROB & DET. FUND			
PEGASUS SCHOOL	2,221.65	400853	
VICTORIA COUNTY JUVENILE SERVICES	3,038.00	400951	
G4S YOUTH SERVICES LLC	4,340.00	401010	
			9,599.65**
COMMUNITY SUPERVISION FND			
PAMELA G. STEWART	35.97	400872	
TIME WARNER COMMUNICATIONS	80.18	400875	
UNITED STATES POSTAL SERVICE	89.29	400909	
LOCAL GOVERNMENT SOLUTIONS LP	6,965.00	400950	
LEXISNEXIS- ACCURINT	120.00	400961	
			7,290.44**
JEFF. CO. WOMEN'S CENTER			
AAA LOCK & SAFE	174.00	400783	
AIR COMFORT, INC.	361.38	400788	
LUBE SHOP	123.72	400840	
M&D SUPPLY	46.87	400841	
SANITARY SUPPLY, INC.	924.10	400861	
SYSCO FOOD SERVICES, INC.	2,466.08	400874	
TEXAS FIRE & COMMUNICATIONS	90.00	400905	
BEN E KEITH FOODS	2,377.67	400928	
MELODY C ANTOON RN	1,400.00	400942	
ATTABOY TERMITE & PEST CONTROL	100.00	400958	
SAM'S CLUB DIRECT	102.48	400981	
			8,166.30**
MENTALLY IMPAIRED OFFEND.			
CHRISTAVIA WILLRIDGE	220.08	401009	
			220.08**
DRUG DIVERSION PROGRAM			
CASH ADVANCE ACCOUNT	515.27	400834	
MARKET BASKET	81.05	400844	
			596.32**
COUNTY RECORDS MANAGEMENT			

NAME	AMOUNT	CHECK NO.	TOTAL
TEXAS ORAL HISTORY ASSOCIATION	60.00	400790	
BEAUMONT HERITAGE SOCIETY	100.00	400922	
			160.00**
HOTEL OCCUPANCY TAX FUND			
GUARDIAN FORCE	358.75	400786	
THERMACON SERVICE	475.00	400795	
COTTON CARGO	215.00	400812	
CASH ADVANCE ACCOUNT	18.00	400834	
MUNRO'S	29.25	400848	
AT&T	171.92	400871	
WASTE MGT. GOLDEN TRIANGLE, INC.	80.57	400882	
UNITED STATES POSTAL SERVICE	11.15	400909	
LANDSCAPER'S WHOLESALE MARKET	89.34	400970	
SAM'S CLUB DIRECT	95.60	400981	
			1,544.58**
CAPITAL PROJECTS FUND			
HERNANDEZ OFFICE SUPPLY, INC.	1,452.00	400833	
JEFFERSON COUNTY CREDIT CARDS	418.61	400964	
			1,870.61**
AIRPORT FUND			
CURETON & SON	150.00	400813	
ENTERGY	14,070.36	400831	
OIL CITY TRACTORS, INC.	92.19	400852	
AT&T	605.48	400871	
TRI-CON, INC.	1,174.54	400878	
BUBBA'S AIR CONDITIONING	252.50	400892	
HLAVINKA EQUIPMENT COMPANY	355.69	400946	
UNIFIRST HOLDINGS INC	97.70	400959	
MOWERS TRACTORS INC	581.18	400973	
CRAWFORD ELECTRIC SUPPLY COMPANY	539.88	400983	
EASTERN AVIATION FUELS INC	85,809.73	401006	
			103,729.25**
SE TX EMP. BENEFIT POOL			
STANDARD INSURANCE COMPANY	7,473.08	400935	
MEDCO HEALTH SOLUTIONS INC	8.22	400948	
CHLIC-CHICAGO	59,864.92	400960	
COMPASS PROFESSIONAL HEALTH SERVICE	6,265.00	400997	
SA BENEFITS SERVICES LLC	38,078.67	400998	
			111,689.89**
LIABILITY CLAIMS ACCOUNT			
JEFFERSON COUNTY CREDIT CARDS	42.64	400964	
			42.64**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	5,533.45	400932	
			5,533.45**
SHERIFF'S FORFEITURE FUND			
AERO PRODUCTS	460.98	400919	
ADVANCED ELECTRONICS	149.99	400947	
JEFFERSON COUNTY CREDIT CARDS	409.50	400964	
			1,020.47**
ORCA - IKE			
MK CONSTRUCTORS	293,603.20	400980	
			293,603.20**
MARINE DIVISION			
ENTERGY	452.77	400829	
AT&T	79.02	400871	
OTIS ELEVATOR COMPANY	2,460.00	400925	
SOUTHERN ARMS AND MFG LLC	2,040.00	400989	
			5,031.79**
			876,289.35***

CANVASS
NOVEMBER 4, 2014, GENERAL, SPECIAL AND JOINT ELECTION

I, JEFF BRANICK, County Judge of Jefferson County, Texas, met with the Commissioners' Court sitting as the canvassing board to canvass the General, Special and Joint Election of November 4, 2014, on November 17, 2014, at Beaumont, Texas.

I certify that the figures on the tally sheets correspond with the figures on the returns.

Note is hereby made that a Petition for Recount for the Office of District Clerk has been requested.

Witness my hand this the 17th day of November, 2014.

_____
Presiding Officer of Canvassing Authority

JEFF BRANICK
COUNTY JUDGE
JEFFERSON COUNTY, TEXAS

SUMMARY REPT-GROUP DETAIL | General, Special and Joint Ele | Report EL45A | Page 001

November 4, 2014
Jefferson County, TX

Run Date:11/12/14 10:58 AM

	TOTAL VOTES	%	Mail	EV IVO	EV Paper	ED IVO	ED Paper
PRECINCTS COUNTED (OF 111)	111	100.00					
REGISTERED VOTERS - TOTAL	146,039						
BALLOTS CAST - TOTAL	53,739		3,850	34,046	56	15,740	47
VOTER TURNOUT - TOTAL		36.80					
STRAIGHT PARTY							
VOTE FOR 1							
(WITH 111 OF 111 PRECINCTS COUNTED)							
Republican Party (REP)	12,526	38.80	896	7,553	14	4,050	13
Democratic Party (DEM)	19,583	60.67	1,785	12,337	17	5,431	13
Libertarian Party (LIB)	130	.40	2	60	1	66	1
Green Party (GRN)	41	.13	2	16	1	22	0
Total	32,280		2,685	19,966	33	9,569	27
Over Votes	4		4	0	0	0	0
Under Votes	21,455		1,161	14,080	23	6,171	20
United States Senator FEDERAL							
VOTE FOR 1							
(WITH 111 OF 111 PRECINCTS COUNTED)							
John Cornyn (REP)	26,687	51.03	1,594	16,860	21	8,190	22
David M. Alameel (DEM)	24,553	46.95	2,118	15,658	29	6,731	17
Rebecca Paddock (LIB)	791	1.51	27	454	4	302	4
Emily "Spicybrown" Sanchez (GRN)	237	.45	6	125	1	104	1
WRITE-IN	29	.06	4	20	0	5	0
Total	52,297		3,749	33,117	55	15,332	44
Over Votes	3		3	0	0	0	0
Under Votes	1,439		98	929	1	408	3
US Rep Dist 14 FEDERAL							
VOTE FOR 1							
(WITH 111 OF 111 PRECINCTS COUNTED)							
Randy Weber (REP)	26,826	51.28	1,584	16,980	20	8,218	24
Donald G. Brown (DEM)	24,848	47.50	2,139	15,841	24	6,825	19
John Wieder (LIB)	634	1.21	17	330	3	281	3
Total	52,308		3,740	33,151	47	15,324	46
Over Votes	1		1	0	0	0	0
Under Votes	1,430		109	895	9	416	1
Governor STATE WIDE							
VOTE FOR 1							
(WITH 110 OF 110 PRECINCTS COUNTED)							
Greg Abbott (REP)	26,876	50.50	1,571	16,957	22	8,303	23
Wendy R. Davis (DEM)	25,799	48.48	2,185	16,475	33	7,082	24
Kathie Glass (LIB)	411	.77	15	226	0	170	0
Brandon Parmer (GRN)	103	.19	5	62	1	35	0
WRITE-IN	26	.05	3	16	0	7	0
Total	53,215		3,779	33,736	56	15,597	47
Over Votes	3		3	0	0	0	0
Under Votes	520		67	310	0	143	0

	TOTAL VOTES	%	Mail	EV IVO	EV Paper	ED IVO	ED Paper
Lieutenant Governor STATE WIDE							
VOTE FOR 1							
(WITH 110 OF 110 PRECINCTS COUNTED)							
Dan Patrick (REP)	26,122	49.80	1,536	16,486	21	8,057	22
Leticia Van de Putte (DEM)	25,405	48.43	2,184	16,232	29	6,941	19
Robert D. Butler (LIB)	736	1.40	22	411	5	296	2
Chandrakantha Courtney (GRN)	194	.37	9	100	1	82	2
Total	52,457		3,751	33,229	56	15,376	45
Over Votes	1		1	0	0	0	0
Under Votes	1,280		97	817	0	364	2
Attorney General STATE WIDE							
VOTE FOR 1							
(WITH 110 OF 110 PRECINCTS COUNTED)							
Ken Paxton (REP)	25,682	48.95	1,506	16,233	20	7,900	23
Sam Houston (DEM)	26,044	49.64	2,221	16,625	30	7,148	20
Jamie Balagia (LIB)	582	1.11	12	307	2	259	2
Jamar Osborne (GRN)	163	.31	8	81	4	69	1
Total	52,471		3,747	33,246	56	15,376	46
Over Votes	0		0	0	0	0	0
Under Votes	1,267		102	800	0	364	1
Comptroller of Public Accounts STATE WIDE							
VOTE FOR 1							
(WITH 110 OF 110 PRECINCTS COUNTED)							
Glenn Hegar (REP)	25,046	48.15	1,462	15,858	20	7,684	22
Mike Collier (DEM)	25,908	49.80	2,235	16,504	28	7,121	20
Ben Sanders (LIB)	814	1.56	21	443	4	344	2
Deb Shafto (GRN)	253	.49	10	138	3	100	2
Total	52,021		3,728	32,943	55	15,249	46
Over Votes	0		0	0	0	0	0
Under Votes	1,717		121	1,103	1	491	1
Commissioner of the General Land Office STATE WIDE							
VOTE FOR 1							
(WITH 110 OF 110 PRECINCTS COUNTED)							
George P. Bush (REP)	26,191	49.80	1,536	16,543	22	8,065	25
John Cook (DEM)	25,393	48.28	2,175	16,211	30	6,960	17
Justin Knight (LIB)	721	1.37	23	416	2	278	2
Valerie Alessi (GRN)	291	.55	11	155	2	122	1
Total	52,596		3,745	33,325	56	15,425	45
Over Votes	1		1	0	0	0	0
Under Votes	1,141		103	721	0	315	2
Commissioner of Agriculture STATE WIDE							
VOTE FOR 1							
(WITH 110 OF 110 PRECINCTS COUNTED)							
Sid Miller (REP)	24,864	47.85	1,481	15,704	22	7,635	22
Jim Hogan (DEM)	25,899	49.85	2,203	16,523	29	7,127	17
David (Rocky) Palmquist (LIB)	797	1.53	21	455	2	315	4
Kenneth Kendrick (GRN)	397	.76	13	219	3	160	2
Total	51,957		3,718	32,901	56	15,237	45
Over Votes	1		1	0	0	0	0
Under Votes	1,780		130	1,145	0	503	2

	TOTAL VOTES	%	Mail	EV IVO	EV Paper	ED IVO	ED Paper
Railroad Commissioner STATE WIDE							
VOTE FOR 1							
(WITH 110 OF 110 PRECINCTS COUNTED)							
Ryan Sitton (REP)	25,133	48.30	1,488	15,896	20	7,705	24
Steve Brown (DEM)	25,606	49.21	2,188	16,356	30	7,014	18
Mark A. Miller (LIB)	853	1.64	32	459	3	357	2
Martina Salinas (GRN)	446	.86	14	250	2	178	2
Total	52,038		3,722	32,961	55	15,254	46
Over Votes	1		0	0	1	0	0
Under Votes	1,699		127	1,085	0	486	1
Chief Justice, Supreme Court STATE WIDE							
VOTE FOR 1							
(WITH 110 OF 110 PRECINCTS COUNTED)							
Nathan Hecht (REP)	25,063	47.97	1,466	15,831	20	7,723	23
William Moody (DEM)	25,621	49.04	2,186	16,337	31	7,051	16
Tom Oxford (LIB)	1,559	2.98	73	942	5	532	7
Total	52,243		3,725	33,110	56	15,306	46
Over Votes	1		1	0	0	0	0
Under Votes	1,494		123	936	0	434	1
Justice, Supreme Court, Pl 6, Unexpired STATE WIDE							
VOTE FOR 1							
(WITH 110 OF 110 PRECINCTS COUNTED)							
Jeff Brown (REP)	25,744	49.44	1,512	16,270	21	7,919	22
Lawrence Edward Meyers (DEM)	25,541	49.05	2,171	16,306	33	7,013	18
Mark Ash (LIB)	784	1.51	35	425	2	317	5
Total	52,069		3,718	33,001	56	15,249	45
Over Votes	2		2	0	0	0	0
Under Votes	1,667		129	1,045	0	491	2
Justice, Supreme Court, Place 7 STATE WIDE							
VOTE FOR 1							
(WITH 110 OF 110 PRECINCTS COUNTED)							
Jeff Boyd (REP)	25,518	49.00	1,488	16,128	21	7,859	22
Gina Benavides (DEM)	25,587	49.13	2,193	16,324	29	7,022	19
Don Fulton (LIB)	746	1.43	23	428	3	289	3
Charles E. Waterbury (GRN)	225	.43	9	119	3	93	1
Total	52,076		3,713	32,999	56	15,263	45
Over Votes	1		1	0	0	0	0
Under Votes	1,661		135	1,047	0	477	2
Justice, Supreme Court, Place 8 STATE WIDE							
VOTE FOR 1							
(WITH 110 OF 110 PRECINCTS COUNTED)							
Phil Johnson (REP)	27,770	82.09	1,649	17,537	23	8,536	25
RS Roberto Koelsch (LIB)	3,637	10.75	188	2,245	13	1,187	4
Jim Chisolm (GRN)	2,423	7.16	109	1,552	7	751	4
Total	33,830		1,946	21,334	43	10,474	33
Over Votes	0		0	0	0	0	0
Under Votes	19,908		1,903	12,712	13	5,266	14

	TOTAL VOTES	%	Mail	EV IVO	EV Paper	ED IVO	ED Paper
Judge, Court of Criminal Appeals, Pl 3 STATE WIDE							
VOTE FOR 1							
(WITH 110 OF 110 PRECINCTS COUNTED)							
Bert Richardson (REP)	25,422	49.02	1,495	16,039	22	7,842	24
John Granberg (DEM)	25,283	48.75	2,162	16,170	32	6,903	16
Mark W. Bennett (LIB)	1,153	2.22	38	656	2	452	5
Total	51,858		3,695	32,865	56	15,197	45
Over Votes	4		4	0	0	0	0
Under Votes	1,876		150	1,181	0	543	2
Judge, Court of Criminal Appeals, Pl. 4 STATE WIDE							
VOTE FOR 1							
(WITH 110 OF 110 PRECINCTS COUNTED)							
Kevin Patrick Yeary (REP)	27,481	80.93	1,625	17,385	22	8,423	26
Quanah Parker (LIB)	4,028	11.86	224	2,487	13	1,301	3
Judith Sanders-Castro (GRN)	2,449	7.21	104	1,561	8	772	4
Total	33,958		1,953	21,433	43	10,496	33
Over Votes	1		1	0	0	0	0
Under Votes	19,779		1,895	12,613	13	5,244	14
Judge, Court of Criminal Appeals, Pl. 9 STATE WIDE							
VOTE FOR 1							
(WITH 110 OF 110 PRECINCTS COUNTED)							
David Newell (REP)	27,552	81.91	1,641	17,421	23	8,444	23
William Bryan Strange, III (LIB)	4,316	12.83	216	2,664	13	1,417	6
George Joseph Altgelt (GRN)	1,769	5.26	86	1,125	6	548	4
Total	33,637		1,943	21,210	42	10,409	33
Over Votes	1		1	0	0	0	0
Under Votes	20,100		1,905	12,836	14	5,331	14
Member, State Board of Education, Dist 7 STATE WIDE							
VOTE FOR 1							
(WITH 110 OF 110 PRECINCTS COUNTED)							
David Bradley (REP)	25,252	48.34	1,483	15,941	21	7,781	26
Kathy King (DEM)	26,251	50.25	2,238	16,752	26	7,217	18
Megan DaGata (LIB)	733	1.40	18	424	3	286	2
Total	52,236		3,739	33,117	50	15,284	46
Over Votes	0		0	0	0	0	0
Under Votes	1,502		110	929	6	456	1
State Representative, District 21 STATE REP 21							
VOTE FOR 1							
(WITH 42 OF 42 PRECINCTS COUNTED)							
Dade Phelan (REP)	15,123	71.79	739	9,403	17	4,948	16
Gavin Bruney (DEM)	5,944	28.21	412	3,734	13	1,782	3
Total	21,067		1,151	13,137	30	6,730	19
Over Votes	0		0	0	0	0	0
Under Votes	612		31	366	9	205	1

	TOTAL VOTES	%	Mail	EV IVO	EV Paper	ED IVO	ED Paper
State Representative, District 22 STATE REP 22							
VOTE FOR 1							
(WITH 69 OF 69 PRECINCTS COUNTED)							
Joe Deshotel (DEM)	24,203	100.00	2,031	15,515	21	6,618	18
Total	24,203		2,031	15,515	21	6,618	18
Over Votes	0		0	0	0	0	0
Under Votes	7,885		636	5,028	25	2,187	9
Chief Justice, 9th Court of Appeals Dist STATE WIDE							
VOTE FOR 1							
(WITH 110 OF 110 PRECINCTS COUNTED)							
Steve McKeithen (REP)	29,056	100.00	1,664	18,225	24	9,119	24
Total	29,056		1,664	18,225	24	9,119	24
Over Votes	0		0	0	0	0	0
Under Votes	24,682		2,185	15,821	32	6,621	23
Justice, 9th Ct of Appeals Dist Pl 3, Un STATE WIDE							
VOTE FOR 1							
(WITH 110 OF 110 PRECINCTS COUNTED)							
Leanne Johnson (REP)	28,949	100.00	1,682	18,161	26	9,057	23
Total	28,949		1,682	18,161	26	9,057	23
Over Votes	0		0	0	0	0	0
Under Votes	24,789		2,167	15,885	30	6,683	24
District Judge, 58th Judicial District JEFFERSON COUNTY							
VOTE FOR 1							
(WITH 109 OF 109 PRECINCTS COUNTED)							
Tom Rugg Sr. (REP)	23,360	44.30	1,430	14,506	11	7,388	25
Kent Walston (DEM)	29,366	55.70	2,308	18,960	15	8,062	21
Total	52,726		3,738	33,466	26	15,450	46
Over Votes	6		5	0	1	0	0
Under Votes	977		106	580	0	290	1
District Judge, 172nd Judicial District JEFFERSON COUNTY							
VOTE FOR 1							
(WITH 109 OF 109 PRECINCTS COUNTED)							
Rick Williams (REP)	25,500	48.39	1,427	15,931	11	8,103	28
Donald J. Floyd (DEM)	27,193	51.61	2,301	17,538	13	7,323	18
Total	52,693		3,728	33,469	24	15,426	46
Over Votes	32		31	0	1	0	0
Under Votes	984		90	577	2	314	1
District Judge, 252nd Judicial District JEFFERSON COUNTY							
VOTE FOR 1							
(WITH 109 OF 109 PRECINCTS COUNTED)							
Carolyn Drawhorn Wiedenfeld (REP)	21,950	41.65	1,360	13,643	14	6,912	21
Raquel West (DEM)	30,750	58.35	2,362	19,813	10	8,541	24
Total	52,700		3,722	33,456	24	15,453	45
Over Votes	31		29	0	2	0	0
Under Votes	978		98	590	1	287	2

	TOTAL VOTES	%	Mail	EV IVO	EV Paper	ED IVO	ED Paper
Criminal District Judge JEFFERSON COUNTY							
VOTE FOR 1							
(WITH 109 OF 109 PRECINCTS COUNTED)							
John "Johnny" B. Stevens, Jr. (DEM). .	36,113	100.00	2,654	23,199	14	10,222	24
Total	36,113		2,654	23,199	14	10,222	24
Over Votes	0		0	0	0	0	0
Under Votes	17,596		1,195	10,847	13	5,518	23
Family Dist Judge, 279th Judicial Dist JEFFERSON COUNTY							
VOTE FOR 1							
(WITH 109 OF 109 PRECINCTS COUNTED)							
Randy Shelton (DEM)	35,405	100.00	2,619	22,621	14	10,129	22
Total	35,405		2,619	22,621	14	10,129	22
Over Votes	0		0	0	0	0	0
Under Votes	18,304		1,230	11,425	13	5,611	25
Family Dist Judge, 317th Judicial Dist JEFFERSON COUNTY							
VOTE FOR 1							
(WITH 109 OF 109 PRECINCTS COUNTED)							
Jolei A Shipley (REP)	20,333	38.49	1,197	12,547	10	6,554	25
Larry Thorne (DEM)	32,497	61.51	2,553	21,004	15	8,905	20
Total	52,830		3,750	33,551	25	15,459	45
Over Votes	14		12	0	1	0	1
Under Votes	865		87	495	1	281	1
Criminal District Attorney JEFFERSON COUNTY							
VOTE FOR 1							
(WITH 109 OF 109 PRECINCTS COUNTED)							
Perry Thomas (REP)	18,491	34.90	1,127	11,338	9	5,994	23
Bob Wortham (DEM).	34,493	65.10	2,645	22,298	15	9,512	23
Total	52,984		3,772	33,636	24	15,506	46
Over Votes	6		4	0	2	0	0
Under Votes	719		73	410	1	234	1
Judge, County Court at Law No. 3 JEFFERSON COUNTY							
VOTE FOR 1							
(WITH 109 OF 109 PRECINCTS COUNTED)							
Clint M. Woods (REP).	26,590	50.56	1,513	16,819	12	8,220	26
Terrence L. Holmes (DEM)	26,001	49.44	2,227	16,607	12	7,134	21
Total	52,591		3,740	33,426	24	15,354	47
Over Votes	2		0	0	2	0	0
Under Votes	1,116		109	620	1	386	0
District Clerk JEFFERSON COUNTY							
VOTE FOR 1							
(WITH 109 OF 109 PRECINCTS COUNTED)							
Charlie Wiggins (REP)	25,885	49.25	1,507	16,344	13	7,997	24
Jamie Smith (DEM).	26,672	50.75	2,242	17,073	14	7,320	23
Total	52,557		3,749	33,417	27	15,317	47
Over Votes	3		3	0	0	0	0
Under Votes	1,149		97	629	0	423	0

	TOTAL VOTES	%	Mail	EV IVO	EV Paper	ED IVO	ED Paper
County Clerk JEFFERSON COUNTY							
VOTE FOR 1							
(WITH 109 OF 109 PRECINCTS COUNTED)							
Doug Landry (REP)	24,448	46.38	1,367	15,509	12	7,534	26
Carolyn L. Guidry (DEM)	28,264	53.62	2,394	17,978	15	7,857	20
Total	52,712		3,761	33,487	27	15,391	46
Over Votes	4		4	0	0	0	0
Under Votes	993		84	559	0	349	1
County Tax Assessor-Collector JEFFERSON COUNTY							
VOTE FOR 1							
(WITH 109 OF 109 PRECINCTS COUNTED)							
Allison Nathan Getz (REP)	27,343	52.49	1,602	17,309	12	8,392	28
Thomas P. Sigee, Sr. (DEM)	24,747	47.51	2,134	15,730	15	6,849	19
Total	52,090		3,736	33,039	27	15,241	47
Over Votes	1		1	0	0	0	0
Under Votes	1,618		112	1,007	0	499	0
Proposition 1 STATE WIDE							
VOTE FOR 1							
(WITH 110 OF 110 PRECINCTS COUNTED)							
IN FAVOR (A FAVOR)	40,583	84.28	2,414	26,069	32	12,041	27
AGAINST (EN CONTRA)	7,572	15.72	307	4,950	12	2,292	11
Total	48,155		2,721	31,019	44	14,333	38
Over Votes	2		1	0	1	0	0
Under Votes	5,581		1,127	3,027	11	1,407	9
Councilmember Place 3 PORT NECHES							
VOTE FOR 1							
(WITH 6 OF 6 PRECINCTS COUNTED)							
Corey M. Belanger	1,085	35.60	48	716	1	320	0
John Davenport	1,963	64.40	48	1,425	1	489	0
Total	3,048		96	2,141	2	809	0
Over Votes	0		0	0	0	0	0
Under Votes	793		88	454	1	248	2
Councilmember Place 5 PORT NECHES							
VOTE FOR 1							
(WITH 6 OF 6 PRECINCTS COUNTED)							
Julie Gauthier	2,482	100.00	71	1,709	1	701	0
Total	2,482		71	1,709	1	701	0
Over Votes	0		0	0	0	0	0
Under Votes	1,359		113	886	2	356	2
PAISD Proposition PORT ARTHUR ISD							
VOTE FOR 1							
(WITH 30 OF 30 PRECINCTS COUNTED)							
FOR (POR)	5,177	67.65	341	3,228	1	1,604	3
AGAINST (CONTRA)	2,476	32.35	187	1,656	5	624	4
Total	7,653		528	4,884	6	2,228	7
Over Votes	0		0	0	0	0	0
Under Votes	891		179	448	0	262	2

	STRAIGHT PARTY				United States Senator FEDERAL				US Rep Dist 14 FEDERAL			Governor STATE WIDE				Lieutenant Governor STATE WIDE			
	Republican Party	Democratic Party	Libertarian Party	Green Party	John Cornyn	M. Aleman David	Rebeca Paddock	"Spicy Sandwich" Emily	Randy Weber	Donald G. Brown	John Wieder	Greg Abbott	Wendy R. Davis	Kathie Glass	Brandon Parmer	Dan Patrick	Leticia Van de Putte	Robert D. Butler	Chandra Kathan Courtney
1	24	534	1	1	53	593	7	3	52	596	5	56	597	1	3	54	597	4	2
2	43	245	0	0	74	282	2	0	76	281	4	74	287	1	1	74	280	3	4
3	23	583	2	0	39	616	6	1	40	623	2	39	631	1	0	35	620	9	1
4	180	69	1	0	522	150	15	4	536	153	14	504	192	12	2	497	183	16	6
5	133	223	0	3	316	312	7	4	311	327	3	308	332	2	3	297	334	5	4
6	61	168	1	3	133	221	6	3	140	216	7	135	228	2	1	130	222	4	4
7	95	120	1	2	233	198	13	4	232	207	10	226	226	4	1	222	215	8	5
8	11	226	3	0	14	243	3	0	14	243	4	14	249	3	0	15	247	2	0
9	686	120	3	0	1447	243	24	3	1436	253	16	1458	272	15	2	1411	272	24	2
10	12	135	1	0	29	148	4	4	32	152	3	33	151	4	0	28	154	3	1
11	8	98	0	0	12	114	2	1	13	115	4	15	115	3	0	12	117	3	1
12	0	202	0	0	1	227	3	0	2	225	1	4	225	1	0	2	229	1	0
13	2	143	0	0	3	157	1	0	3	155	0	4	156	0	0	4	156	0	1
14	6	396	1	0	21	445	4	2	15	452	5	23	454	0	0	24	445	1	1
15	19	326	2	0	34	356	5	2	31	361	2	33	362	3	0	30	361	3	3
16	10	89	0	1	27	94	1	3	24	100	3	30	98	0	0	25	102	0	1
17	207	355	5	0	441	477	15	8	445	493	15	451	509	10	0	445	494	17	1
18	6	446	0	0	11	493	1	2	10	497	0	13	501	3	0	10	493	1	2
19	23	417	0	0	39	444	2	3	37	448	4	40	455	1	0	36	449	3	2
20	15	288	0	2	33	336	4	4	34	337	5	32	346	4	0	32	339	5	4
21	34	33	0	0	48	39	3	0	50	39	1	48	42	0	0	45	42	3	0
22	295	574	1	2	605	733	22	9	614	737	16	605	768	13	1	599	751	17	6
23	115	479	2	1	244	629	6	4	252	627	5	252	642	5	1	237	632	12	4
24	48	41	0	0	148	49	7	2	145	53	4	154	55	1	0	143	53	7	2
25	267	105	1	1	585	161	8	3	594	162	3	590	181	4	1	583	164	8	2
26	316	177	3	1	644	288	14	7	639	297	14	653	311	10	1	622	311	14	6
27	120	144	2	0	255	206	6	1	254	208	8	248	228	2	1	244	220	8	0
28	48	208	2	0	102	236	8	1	97	237	7	96	248	6	1	96	239	8	1
29	270	60	6	2	593	107	19	3	595	121	11	607	131	8	3	590	125	14	2
30	183	44	1	3	387	79	15	0	398	80	5	404	89	3	4	391	80	10	3
31	222	43	3	1	449	81	13	5	452	89	12	456	99	4	6	450	83	15	3
32	24	13	0	0	46	14	1	0	46	16	1	47	15	1	0	46	15	1	0
33	294	152	4	0	513	209	18	6	511	219	17	525	224	13	2	515	213	23	4
34	12	650	0	0	27	742	3	4	24	753	3	22	766	2	2	17	760	2	7
35	122	36	0	1	226	58	6	3	237	54	2	239	56	4	2	238	55	3	2
36	234	56	2	1	437	97	14	2	437	103	8	451	104	6	1	442	96	9	3
37	345	75	6	1	680	146	28	1	678	154	23	684	169	17	2	672	160	23	3
38	365	73	4	0	754	128	11	5	758	128	12	761	138	8	4	744	139	10	2

39	9	709	0	0	20	788	4	1	16	794	2	19	802	0	0	19	795	0	1
40	373	100	1	0	788	168	19	5	786	171	16	803	181	9	2	774	175	24	2
41	13	8	1	0	39	14	2	0	37	17	1	36	18	3	0	37	17	2	0
42	380	79	2	2	747	150	15	2	746	159	15	765	165	3	2	738	168	15	4
43	389	87	3	0	651	139	10	1	650	153	9	659	157	6	2	649	154	9	2
44	65	97	0	0	125	114	4	3	125	119	5	126	121	1	1	121	119	3	4
45	71	187	2	0	123	231	5	6	133	229	5	132	235	3	1	120	236	7	2
46	59	200	1	1	109	251	5	5	112	252	7	111	263	6	2	106	259	5	3
47	59	214	0	2	125	261	3	5	120	267	7	122	273	3	2	114	269	6	3
48	36	178	2	0	55	192	2	4	52	195	4	57	197	2	0	54	195	4	0
49	15	62	0	0	19	72	0	2	18	76	1	18	78	0	0	20	72	1	1
50	54	596	1	1	97	674	4	3	93	680	9	102	680	3	3	94	674	9	3
51	8	113	0	1	12	128	2	1	11	129	1	12	131	0	1	15	128	0	1
52	2	143	0	0	5	161	0	0	4	165	0	5	162	0	1	7	160	1	1
53	16	411	0	0	26	441	2	1	28	444	3	29	445	0	2	26	444	2	3
54	7	151	0	0	9	166	1	0	10	166	0	9	168	0	0	10	166	1	0
55	0	144	0	0	1	160	0	0	3	155	0	1	163	0	0	1	158	0	0
56	458	101	0	0	977	175	24	2	984	183	10	985	201	9	3	964	195	16	3
57	1	289	0	0	7	317	2	0	5	324	1	4	328	2	0	4	324	2	0
58	5	16	0	0	17	19	3	0	17	20	2	17	21	1	0	17	19	3	0
59	3	353	1	0	10	400	1	0	9	405	2	13	403	1	0	11	400	1	1
60	399	111	4	0	730	178	20	6	745	177	15	745	191	9	2	729	186	16	2
61	207	137	1	0	323	183	8	11	326	191	8	331	194	6	0	322	198	7	0
62	334	128	2	0	872	249	27	5	898	246	12	856	306	8	3	832	297	20	2
63	14	487	0	0	30	515	2	1	36	514	1	32	521	3	0	31	519	1	1
64	41	235	1	0	82	280	3	1	80	286	2	82	287	1	1	80	282	6	0
65	269	66	1	0	804	168	17	3	804	168	13	793	208	11	0	756	218	13	6
66	327	65	0	0	665	122	19	4	680	119	13	676	144	4	2	653	139	15	5
67	46	658	0	0	95	765	5	4	92	774	5	93	784	3	0	92	775	4	3
68	235	199	1	1	570	297	15	7	592	291	11	578	325	7	3	553	326	13	5
69	425	108	3	0	849	197	24	3	844	203	19	845	232	7	5	827	223	18	4
70	132	328	4	0	270	403	5	4	266	397	10	267	413	2	1	257	410	11	0
71	17	12	0	0	24	18	1	0	26	15	0	24	19	0	0	24	18	0	0
72	145	265	5	0	295	353	16	1	297	357	11	293	371	10	1	288	363	12	3
73	342	142	3	0	911	256	24	3	913	262	18	912	283	14	3	877	302	15	3
74	417	74	3	0	918	155	24	3	928	160	19	947	176	13	2	913	164	33	2
75	11	115	0	0	19	139	2	0	18	142	3	19	145	1	0	20	138	5	1
76	22	190	0	1	38	205	0	1	39	209	0	37	210	1	1	38	207	2	1
77	10	408	1	0	15	437	2	1	15	443	1	18	444	2	0	16	443	1	0
78	125	305	1	1	273	390	13	5	279	396	7	270	415	3	1	278	391	10	3
79	262	165	3	0	623	264	19	1	631	265	11	617	289	9	2	593	297	11	1
80	46	9	0	0	107	16	2	0	107	17	2	109	15	0	0	102	20	1	0
81	5	278	0	0	12	298	0	0	11	298	0	10	302	0	0	10	302	0	0
82	152	322	3	0	290	389	5	2	292	388	9	288	404	8	1	286	398	9	1
83	184	38	4	0	373	78	10	3	373	82	11	385	88	5	1	368	89	11	2
84	10	441	0	0	19	470	3	0	17	474	1	20	475	1	1	19	470	2	1
85	27	448	0	0	51	528	6	1	46	537	1	53	537	4	0	49	531	3	1
86	125	121	1	0	272	157	6	2	268	160	4	267	173	3	0	264	169	6	1
87	29	278	1	0	59	317	3	1	61	323	1	58	331	1	0	57	323	5	0
88	57	125	5	0	104	158	8	0	100	161	8	100	168	6	0	103	161	8	0
89	22	83	0	0	39	94	1	0	40	94	1	39	97	0	0	38	96	1	0
90	1	7	0	0	7	14	0	0	8	13	0	7	14	0	0	7	14	0	0
91	112	13	1	1	242	28	7	0	245	25	8	248	30	6	0	232	34	8	2
92	142	114	0	0	308	156	6	1	309	160	3	311	166	4	0	308	156	6	1
93	22	143	0	1	41	163	2	2	43	160	2	44	161	2	1	40	162	4	3
94	288	100	3	0	784	207	19	2	792	197	17	780	231	9	2	761	240	10	1
95	69	46	1	0	142	78	2	0	141	78	3	142	79	2	0	137	80	6	0

96	22	103	0	0	46	118	2	0	41	119	2	37	124	2	0	35	122	4	3
97	0	0	0	0	1	0	0	0	1	0	0	1	0	0	0	1	0	0	0
98	34	15	1	0	67	29	1	0	66	28	1	67	29	0	1	67	25	1	1
99	28	73	1	0	56	92	4	2	54	93	3	56	96	1	0	53	93	6	1
100	300	194	2	0	726	321	12	7	729	324	12	709	366	10	0	710	351	11	2
101	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
102	22	5	0	1	50	14	2	1	52	14	0	51	15	1	1	49	15	1	1
103	4	0	0	0	5	0	0	0	4	1	0	4	1	0	0	4	1	0	0
104	22	0	0	0	38	6	0	0	38	5	1	34	9	0	0	34	10	0	0
105	8	9	0	0	16	8	1	0	17	8	0	16	9	0	0	14	10	1	0
106	2	2	1	0	6	3	0	0	6	3	0	7	2	0	0	6	3	0	0
107	1	0	0	0	2	0	1	0	3	0	0	3	0	0	0	2	0	1	0
108	72	17	0	1	165	37	5	0	166	35	4	169	46	3	0	163	34	5	1
109	30	7	0	0	55	12	0	0	55	12	0	57	12	0	0	55	12	0	0
FEDERAL BALLOT	0	0	0	0	0	1	0	0	0	0	1								
LIMITED BALLOT	9	10	1	1	11	15	2	1	9	10	1	10	18	0	1	11	14	3	1
TOTALS	12526	19583	130	41	26687	24553	791	237	26826	24848	634	26876	25799	411	103	26122	25405	736	194

	Attorney General STATE WIDE				Comptroller of Public Accounts STATE WIDE				Commissioner of the General Land Office STATE WIDE				Commissioner of Agriculture STATE WIDE			
	Ken Paxton	Sam Houston	Jamie Balagia	Jamar Osborne	Glenn Hegar	Mike Collier	Ben Sanders	Deb Shafto	George P. Bush	John Cook	Justin Knight	Valerie Alessi	Sid Miller	Jim Hogan	David (Rocky) Pamquist	Ken Kendrick
1	51	602	1	3	50	597	7	3	60	588	5	5	51	592	7	5
2	74	286	2	1	69	287	3	2	70	285	3	4	69	284	3	4
3	35	628	3	0	35	626	5	1	38	623	5	1	35	628	2	1
4	499	191	10	2	502	175	13	4	517	156	18	5	489	178	16	5
5	293	338	6	5	293	334	7	5	310	324	6	3	299	326	5	9
6	132	220	4	3	134	215	4	5	136	216	7	5	127	220	6	5
7	217	216	10	4	213	213	10	7	233	203	9	7	214	209	12	7
8	16	246	3	0	12	248	4	0	12	249	3	0	12	248	5	0
9	1374	302	25	0	1364	294	29	3	1407	277	28	2	1362	295	17	8
10	26	157	4	2	28	154	4	1	30	152	5	2	27	153	6	1
11	14	117	2	0	15	116	1	0	16	115	1	0	14	116	1	0
12	1	229	2	0	1	230	0	1	3	228	0	1	3	227	2	0
13	4	156	0	0	4	155	1	0	4	156	1	0	3	157	1	0
14	14	452	4	0	14	451	2	2	18	444	3	3	9	454	4	0
15	27	364	6	1	28	364	4	1	31	361	5	1	29	360	4	5
16	24	104	0	0	19	105	2	2	25	102	1	0	19	106	0	2
17	430	516	12	1	428	511	13	2	439	497	16	8	417	512	12	8
18	11	495	0	1	10	493	1	2	7	498	0	2	8	495	2	0
19	34	455	2	3	31	455	3	3	36	451	1	3	33	453	3	4
20	30	342	6	4	29	347	5	2	28	346	4	5	28	342	6	6
21	51	38	1	0	47	41	2	0	48	40	2	0	46	41	2	0
22	584	769	20	5	561	768	26	7	580	765	22	8	561	761	24	14
23	238	640	7	2	228	642	12	2	235	639	12	2	228	640	11	5
24	143	59	4	1	141	56	4	1	143	55	8	1	140	58	6	1
25	564	183	6	2	560	173	14	6	583	164	15	4	547	184	16	7
26	623	323	8	2	596	325	14	8	631	310	13	8	590	322	18	14
27	241	225	6	1	235	223	7	2	255	212	5	1	237	219	6	0
28	93	253	4	0	89	250	7	1	96	246	6	1	81	254	5	2
29	590	133	9	1	557	128	18	9	588	123	21	5	563	126	18	12
30	389	91	3	3	362	101	9	2	375	100	10	4	355	107	10	5
31	434	101	6	6	425	97	16	4	441	94	12	5	414	101	16	10
32	46	14	2	0	43	14	3	0	48	14	0	1	43	17	1	0
33	496	242	17	3	481	243	22	3	492	243	20	4	470	246	16	13
34	18	759	1	9	16	755	6	7	18	764	1	5	17	762	2	4
35	234	59	0	2	226	60	6	1	231	62	4	1	225	63	5	1
36	428	110	12	2	415	111	15	2	424	107	11	6	398	119	18	5
37	666	172	16	2	653	175	21	4	663	178	16	2	635	184	26	6
38	731	149	8	4	708	152	11	3	743	136	11	5	697	152	15	10

39	18	795	1	2	14	801	1	0	15	798	2	3	16	796	3	1
40	760	194	13	4	745	196	17	5	773	186	16	5	736	196	19	7
41	34	20	2	0	33	18	2	1	37	18	1	0	31	20	2	1
42	718	184	12	7	703	179	20	9	731	176	16	5	710	186	16	8
43	645	156	9	2	623	167	13	2	640	160	10	2	615	171	10	8
44	125	116	4	2	123	115	3	5	118	119	4	8	119	118	5	5
45	119	241	7	1	107	248	5	6	121	238	4	4	102	249	7	7
46	98	270	5	1	95	264	8	2	102	262	7	6	99	263	5	4
47	117	271	3	3	113	271	4	4	116	272	2	4	113	267	4	8
48	51	200	3	0	51	198	2	3	52	199	1	1	48	200	3	3
49	18	76	1	0	19	75	1	0	19	74	1	0	19	75	1	0
50	86	685	5	5	87	680	5	7	94	681	5	4	84	681	9	5
51	11	132	0	1	10	130	1	1	11	129	1	2	11	128	2	1
52	7	162	0	0	6	163	0	0	5	164	0	0	4	163	1	1
53	27	448	0	1	29	443	1	4	30	441	1	5	25	446	2	3
54	11	165	0	0	10	166	1	0	10	166	0	0	9	166	1	0
55	1	159	0	0	0	158	0	3	0	160	1	0	0	160	0	0
56	954	208	12	0	934	207	20	6	958	205	15	3	919	221	15	7
57	6	324	1	0	6	321	2	0	3	326	1	1	7	321	1	1
58	17	20	2	0	17	19	3	0	18	18	3	0	17	19	3	0
59	11	401	2	0	9	405	1	0	10	401	1	2	8	400	1	3
60	704	209	17	2	687	215	18	7	712	201	19	8	683	213	18	11
61	311	202	11	0	311	201	6	5	323	193	6	5	307	199	15	2
62	830	295	18	3	799	292	23	6	856	266	24	5	792	302	22	9
63	25	522	3	1	25	523	3	0	27	521	2	1	26	523	1	1
64	76	287	5	0	73	286	7	1	78	285	5	0	69	291	6	0
65	763	216	6	4	760	200	6	4	808	168	8	6	755	188	11	8
66	650	145	9	6	635	148	17	4	664	130	17	7	643	138	16	6
67	87	778	8	3	80	780	9	3	85	776	9	5	78	774	9	9
68	543	330	18	4	536	320	17	4	566	313	16	7	539	321	18	4
69	821	229	19	1	793	238	23	4	813	222	27	9	776	243	23	8
70	255	410	11	3	252	414	10	2	268	404	7	1	249	411	16	1
71	22	21	0	0	24	18	0	0	25	18	0	0	24	18	1	0
72	291	364	9	5	273	375	16	2	287	367	11	3	277	367	12	5
73	868	309	19	0	852	297	26	2	903	262	23	6	854	285	23	9
74	892	198	23	1	877	190	33	2	902	179	25	7	871	193	27	10
75	18	144	2	0	17	145	2	0	20	144	0	0	16	146	1	1
76	35	210	0	2	39	206	0	2	38	206	1	2	37	208	1	1
77	17	442	2	0	14	444	3	0	16	442	1	2	14	445	2	0
78	267	411	6	1	252	408	12	5	266	399	10	5	248	409	10	7
79	589	314	7	1	569	307	11	3	610	285	12	0	587	284	13	2
80	99	23	0	0	92	25	4	1	102	20	0	1	97	22	1	1
81	10	300	2	0	10	301	1	0	10	300	1	1	8	302	0	0
82	273	410	5	3	276	406	8	1	283	401	10	3	270	409	7	4
83	365	96	7	1	361	89	9	6	364	90	10	4	359	93	7	2
84	19	471	1	2	17	472	3	0	20	469	3	0	14	470	2	2
85	46	539	0	2	45	538	5	1	50	533	1	4	43	539	4	3
86	256	176	5	2	253	177	4	1	272	159	5	5	263	167	4	3
87	57	323	2	1	54	324	2	2	58	326	1	0	56	325	3	0
88	100	159	10	1	95	164	10	0	105	159	7	1	91	166	11	3
89	38	98	0	0	36	97	1	0	38	96	0	0	38	95	0	0
90	7	14	0	0	7	13	1	0	8	13	0	0	7	14	0	0
91	236	35	7	1	233	31	8	1	229	35	11	2	220	38	12	2
92	302	166	4	0	294	162	10	1	305	158	5	5	297	160	5	8
93	38	167	2	2	35	168	3	2	40	166	1	2	34	172	0	3
94	754	252	8	0	748	227	17	5	801	207	9	0	758	222	15	3
95	133	84	2	1	130	81	5	0	141	80	3	0	128	83	5	2

96	32	128	3	0	33	127	3	0	33	126	4	0	35	124	4	0
97	1	0	0	0	1	0	0	0	1	0	0	0	1	0	0	0
98	65	31	1	0	56	36	3	0	63	28	5	0	62	28	3	2
99	50	98	3	1	48	98	3	1	59	93	2	0	51	95	4	1
100	698	359	10	3	683	342	20	3	716	334	13	5	682	342	19	5
101	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
102	52	15	0	0	48	17	0	2	50	15	1	1	48	17	0	1
103	4	1	0	0	4	1	0	0	4	1	0	0	4	1	0	0
104	35	9	0	0	33	10	0	0	38	6	0	0	37	6	0	1
105	15	9	1	0	14	10	1	0	16	9	0	0	14	10	1	0
106	4	5	0	0	3	5	1	0	6	3	0	0	3	5	1	0
107	3	0	0	0	3	0	0	0	3	0	0	0	2	0	1	0
108	155	44	2	0	149	42	5	2	166	39	4	2	146	47	4	4
109	52	16	0	0	51	15	2	0	55	13	0	0	54	14	0	0
LIMITED BALLOT	10	17	0	2	10	15	2	2	11	17	0	1	10	18	0	1
TOTALS	25682	26044	582	163	25046	25908	814	253	26191	25393	721	291	24864	25899	797	397

	Railroad Commissioner STATE WIDE				Chief Justice, Supreme Court STATE WIDE			Justice, Supreme Court, Pl 6, Unexpired STATE WIDE			Justice, Supreme Court, Place 7 STATE WIDE				Justice, Supreme Court, Place 8 STATE WIDE		
	Ryan Sitton	Steve Brown	Mark A. Miller	Martina Salinas	Nathan Hecht	William Moody	Tom Oxford	Jeff Brown	Lawrence Meyers	Mark Ash	Jeff Boyd	Gina Benavides	Don Fulton	E. Cheryl Bray	Phil Johnson	Robert Kepler Sr	Jim Christ
1	48	597	6	4	47	598	9	48	604	4	48	600	5	3	69	64	40
2	69	285	2	4	72	283	7	76	283	1	74	285	1	2	87	25	26
3	40	620	2	3	33	628	5	37	628	2	34	628	4	1	50	48	22
4	499	166	16	7	492	164	42	501	176	17	492	183	14	5	534	57	29
5	295	335	4	8	288	336	16	304	328	3	296	333	4	6	353	47	47
6	134	216	7	4	127	214	19	133	219	8	132	216	6	3	143	31	36
7	222	204	9	10	204	208	32	220	207	13	213	209	13	7	256	39	42
8	14	244	5	1	12	248	4	14	245	5	14	246	4	0	21	24	14
9	1369	284	27	6	1385	269	44	1402	265	20	1392	266	25	4	1456	66	39
10	31	150	3	4	26	155	7	30	154	4	30	155	3	1	38	17	13
11	14	116	1	0	13	116	2	14	115	2	13	115	2	1	21	16	4
12	2	227	1	2	1	228	2	1	229	2	3	226	2	1	8	24	14
13	3	157	1	0	3	157	1	3	157	1	3	157	1	0	6	8	5
14	13	450	1	3	13	450	6	14	451	2	15	452	2	0	32	37	19
15	26	361	5	5	29	363	6	31	362	5	29	362	5	1	41	30	17
16	20	103	1	4	22	102	3	23	102	2	23	102	1	1	34	11	3
17	422	511	14	6	412	499	38	423	505	22	423	504	15	7	480	88	50
18	11	491	0	4	8	497	2	12	494	0	9	496	0	0	27	28	21
19	35	453	2	3	35	448	9	36	453	6	35	454	3	2	50	36	21
20	30	344	5	5	25	344	10	31	344	5	30	343	3	4	45	36	35
21	45	43	2	0	47	41	2	47	41	2	45	43	2	0	52	5	4
22	570	758	24	12	565	755	39	581	759	16	576	763	17	3	643	150	63
23	231	637	12	6	225	637	24	236	632	11	234	630	10	4	281	89	62
24	137	61	4	1	131	59	13	144	57	4	141	56	5	2	148	5	9
25	550	175	23	6	544	184	27	563	174	13	558	170	11	8	576	42	32
26	599	315	17	15	601	317	31	612	311	16	605	316	13	5	660	70	46
27	243	214	5	3	237	214	19	247	211	5	242	215	6	1	271	43	16
28	87	248	7	1	89	245	13	91	247	6	95	242	7	1	107	32	14
29	558	127	24	7	572	121	30	578	123	16	575	120	15	3	599	39	27
30	368	96	12	2	360	97	21	377	88	6	379	80	8	6	393	19	23
31	421	97	21	3	420	102	16	431	89	15	432	86	15	8	453	28	18
32	43	16	1	1	44	16	2	47	14	1	46	15	1	0	43	5	3
33	485	235	19	8	472	249	30	491	238	21	488	240	18	4	524	40	40
34	15	764	4	3	22	755	9	23	758	6	24	756	2	5	43	70	34
35	230	59	5	2	228	60	7	230	62	4	230	60	5	0	245	10	7
36	413	110	13	4	417	110	16	422	107	13	424	105	13	2	433	32	18
37	648	171	30	3	650	163	37	653	171	23	665	154	24	5	687	59	28
38	714	141	15	6	721	137	26	731	137	16	728	135	13	5	747	33	30

39	21	794	0	2	16	796	4	15	801	1	14	799	3	1	37	62	26
40	738	193	24	10	744	190	34	764	183	19	754	187	18	4	804	40	35
41	34	18	1	1	36	21	1	36	18	1	35	19	2	0	35	6	5
42	706	177	28	8	701	185	41	733	173	18	734	162	23	5	766	46	37
43	620	163	15	5	620	168	21	634	160	15	636	157	10	2	665	29	22
44	117	119	3	7	119	122	6	123	118	4	122	122	1	2	130	24	11
45	106	243	8	8	107	246	11	110	243	10	113	239	7	4	132	35	26
46	91	263	8	10	99	263	8	106	257	5	101	260	5	2	122	28	29
47	111	270	7	4	113	272	9	122	265	5	117	270	3	4	136	36	24
48	51	196	1	6	48	201	4	51	200	3	52	199	1	1	65	20	14
49	19	74	1	1	18	75	2	20	74	1	19	74	2	0	22	12	4
50	89	681	5	6	83	686	11	91	677	7	92	676	6	6	107	73	54
51	10	130	1	2	11	133	0	11	132	0	11	130	1	1	16	13	9
52	5	164	0	0	6	163	0	4	165	0	6	162	1	0	13	14	12
53	28	441	1	5	26	447	2	25	451	0	28	444	1	2	35	26	22
54	9	166	1	0	10	166	0	12	165	0	9	166	1	0	15	11	7
55	0	158	0	2	0	160	0	0	161	0	0	160	0	0	5	10	7
56	929	209	19	8	927	208	34	954	200	15	958	191	15	2	987	51	37
57	4	324	0	1	2	324	3	4	322	3	5	323	1	1	12	22	22
58	17	20	2	0	17	20	2	15	22	2	15	23	1	0	17	3	1
59	6	400	1	3	7	405	3	8	403	3	7	406	1	1	18	25	26
60	680	217	18	13	698	198	31	709	202	15	713	195	16	4	748	44	30
61	304	194	9	16	302	206	16	315	197	10	314	196	9	3	341	38	20
62	823	276	25	8	827	269	54	844	270	25	822	288	23	4	887	78	51
63	27	517	3	4	26	520	7	29	522	2	28	520	3	2	57	35	25
64	68	288	6	5	73	286	7	76	287	3	73	287	5	0	88	33	21
65	769	184	9	7	769	175	43	783	183	11	772	188	10	7	810	62	28
66	644	135	15	11	631	140	37	655	138	12	645	146	9	6	679	41	27
67	79	780	7	6	79	777	13	85	781	5	88	770	9	3	112	75	55
68	547	311	16	7	537	309	50	554	314	17	545	313	20	3	587	56	43
69	774	239	26	11	789	226	41	805	227	23	806	222	24	3	856	68	44
70	253	410	10	4	252	406	20	262	402	12	255	410	10	2	285	57	38
71	25	17	0	0	23	18	1	24	17	0	24	17	0	0	26	1	2
72	272	367	15	7	276	369	21	283	371	11	276	375	17	0	319	70	34
73	866	277	25	5	861	271	56	891	263	25	858	293	28	1	934	67	49
74	876	189	33	2	874	187	44	891	183	29	899	177	24	6	935	58	37
75	16	143	1	4	16	145	3	17	145	2	19	142	3	0	28	31	11
76	36	204	3	4	39	208	1	37	208	1	37	210	0	1	42	14	18
77	16	444	1	1	16	445	2	14	446	3	15	444	2	1	35	35	22
78	253	400	12	15	259	399	25	260	407	8	266	400	8	4	294	71	56
79	586	281	18	6	583	275	36	592	285	18	571	302	16	2	628	64	38
80	92	24	5	0	92	22	7	98	21	2	97	21	2	0	105	5	3
81	9	302	0	0	9	300	2	8	301	1	9	301	1	0	14	19	9
82	268	400	7	12	269	408	16	278	403	9	271	410	10	0	311	48	39
83	355	86	13	5	359	92	16	361	92	13	361	92	12	1	387	21	17
84	15	471	2	1	15	475	2	14	476	1	17	474	0	0	23	29	10
85	44	537	1	5	42	538	6	48	536	4	51	531	2	3	74	50	31
86	266	163	4	4	257	167	13	264	170	3	260	173	3	1	288	30	23
87	58	326	2	0	52	325	7	54	329	2	52	330	2	0	78	27	17
88	94	166	11	1	98	162	10	96	165	10	98	161	10	1	110	34	19
89	38	93	1	0	37	94	1	35	96	1	35	94	2	1	42	8	4
90	7	14	0	0	7	14	0	8	13	0	8	13	0	0	9	4	2
91	222	38	11	1	221	34	19	231	31	10	229	36	9	0	244	13	6
92	301	163	6	3	295	156	20	306	154	10	296	167	5	1	311	26	25
93	35	169	1	4	37	164	8	42	165	2	36	167	3	3	46	25	14
94	760	214	19	4	757	224	29	765	218	18	740	246	13	2	807	56	39
95	128	82	6	1	135	80	5	133	85	2	140	78	2	0	154	16	10

96	36	125	2	1	34	126	5	37	124	3	35	127	3	0	47	10	8
97	1	0	0	0	1	0	0	1	0	0	1	0	0	0	1	0	0
98	63	28	3	1	63	30	2	64	28	3	60	29	5	1	69	10	5
99	53	93	5	1	51	98	4	53	94	4	53	93	4	1	60	15	12
100	691	337	18	4	686	345	39	697	350	15	687	354	15	3	746	79	63
101	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
102	49	15	1	1	47	17	1	50	16	0	49	16	0	2	52	4	3
103	4	1	0	0	4	1	0	4	1	0	4	1	0	0	5	0	0
104	37	6	0	0	37	7	0	39	5	0	38	6	0	0	42	2	0
105	13	11	1	0	15	10	0	15	10	0	15	10	0	0	16	1	1
106	3	5	1	0	5	3	1	4	5	0	4	5	0	0	5	1	0
107	3	0	0	0	2	0	0	2	0	0	2	0	0	0	2	0	0
108	146	49	4	4	142	47	14	151	43	9	156	40	5	3	168	9	6
109	53	15	0	0	52	15	1	55	13	0	54	14	0	0	56	1	4
LIMITED BALLOT	10	16	1	2	10	18	1	10	19	0	11	16	1	1	12	7	3
TOTALS	25133	25606	853	446	25063	25621	1559	25744	25541	784	25518	25587	746	225	27770	3637	2423

	Judge, Court of Criminal Appeals, Pl 3 STATE WIDE			Judge, Court of Criminal Appeals, Pl. 4 STATE WIDE			Judge, Court of Criminal Appeals, Pl. 9 STATE WIDE			Member, State Board of Education, Dist 7 STATE WIDE			State Representative, District 21 STATE REP 21		State Representative,	Chief Justice, 9th Court of Appeal	Justice, 9th Court of Appeal	District Judge, 58th Judicial District JE	
	Bert Richardson	John Granberg	Mark W. Bennett	Patricia Keever	Quana Parker	Sanders Judith Castro	David Newell	Wilson Barry Ilan, Gregory Ingel	Joseph A. Getge	David Bradley	Kathy Kiang	Megan Daniel	Davis Dade Phelan	Gavin Brunney	Joe Deshotel	Steve McCraw Keith Hasen	Lee Ann Jackson	Tom Rugg Stricklin	Kent Walston
1	51	593	6	64	64	45	73	64	32	56	596	4			625	110	108	50	609
2	73	282	5	86	35	20	85	38	16	72	286	3			310	99	96	76	288
3	36	625	5	51	49	23	55	50	13	37	624	1			642	84	84	38	630
4	491	170	24	538	52	32	534	54	28	478	204	13			369	523	529	477	230
5	303	326	7	340	65	44	344	65	34	300	341	4			435	371	369	298	345
6	131	215	10	141	36	35	144	45	22	130	225	6			270	161	163	131	229
7	219	202	24	249	44	43	256	40	42	213	230	7			307	275	273	212	243
8	13	244	6	23	29	8	21	31	8	14	247	3			246	32	31	13	247
9	1386	257	38	1446	75	42	1452	73	30	1389	288	24	1365	346		1460	1450	1170	553
10	28	156	5	39	19	12	38	18	11	28	155	6			173	47	50	28	159
11	13	115	2	20	16	6	22	17	2	13	115	3			124	27	26	15	116
12	1	229	2	7	30	8	7	29	9	1	230	1			230	21	21	6	225
13	3	157	1	8	7	5	6	8	4	4	155	1			159	13	15	3	159
14	15	446	3	30	38	25	29	39	19	14	452	1			465	57	61	19	453
15	29	359	6	37	34	19	38	36	14	34	358	4			376	58	57	29	367
16	24	102	1	33	9	6	32	9	5	27	101	0			114	38	39	27	102
17	422	503	20	478	95	50	475	101	38	421	511	15			642	511	509	428	532
18	10	497	0	22	30	27	20	38	18	10	497	1			511	42	43	13	497
19	35	450	8	44	41	24	47	42	17	38	449	5			470	68	70	36	456
20	29	343	9	40	49	29	43	52	22	30	346	5			359	77	76	33	347
21	48	39	3	50	7	4	52	8	1	48	40	2			48	53	55	44	47
22	569	750	33	631	161	68	634	161	58	571	774	22			971	714	711	552	823
23	231	634	10	277	104	56	273	114	39	224	644	9			724	297	300	238	647
24	139	54	9	142	12	8	145	13	5	138	64	5	144	60		143	141	135	70
25	556	168	20	585	41	28	590	42	22	560	183	12	592	172		596	596	546	226
26	612	304	28	659	71	46	657	78	37	610	323	20	665	293		698	693	571	394
27	249	210	7	266	49	18	273	46	12	241	224	6			296	284	281	239	233
28	88	247	10	106	32	14	106	35	11	91	247	6			284	118	119	89	258
29	562	115	29	590	40	32	593	41	21	571	137	13	600	131		605	595	523	212
30	366	85	18	396	19	19	386	32	11	363	98	13	393	91		396	392	328	164
31	425	97	20	447	34	17	449	30	15	422	108	13	436	113		464	460	362	196
32	44	14	3	43	2	6	43	3	4	45	15	2	44	19		46	46	48	14
33	473	227	44	518	47	36	518	64	18	489	242	20	474	281		549	541	451	306
34	17	763	6	42	76	38	40	78	27	20	763	4			774	71	78	25	764
35	233	56	6	241	13	10	242	14	6	232	65	1	218	79		249	246	199	101
36	415	105	22	430	39	19	438	33	16	420	109	12	425	124		452	438	375	179
37	646	163	34	694	58	28	687	64	23	649	185	21	654	213		717	715	589	280
38	722	138	16	739	40	30	748	38	20	712	154	14	729	166		744	740	642	267

39	14	798	2	30	65	29	29	65	20	18	798	0			813	56	57	19	802
40	759	179	22	796	43	40	793	58	26	755	199	12	756	214		820	818	622	365
41	30	19	6	38	6	2	36	8	2	32	22	1	34	24		42	41	31	27
42	722	175	26	762	46	38	757	64	32	719	191	13	710	216		772	765	649	280
43	622	153	24	650	40	30	654	42	15	625	176	8	624	184		676	675	587	230
44	123	118	6	130	23	12	129	25	9	119	123	5	121	127		137	135	115	135
45	112	238	12	130	36	29	128	48	15	115	242	7	124	240		152	150	113	255
46	102	258	8	113	30	39	117	40	24	97	266	8	108	262		135	134	98	278
47	117	266	6	126	39	31	131	46	18	119	267	5	119	274		161	160	112	284
48	53	199	2	61	22	21	66	25	10	54	196	4			219	73	72	48	206
49	18	76	1	22	12	5	21	13	5	20	75	0			81	29	30	18	77
50	87	673	14	110	78	51	107	82	39	90	682	8			725	140	143	88	693
51	12	130	1	12	19	7	14	17	6	11	132	1			135	20	20	12	132
52	6	162	1	12	16	11	10	18	8	4	164	0			167	24	23	5	163
53	25	449	0	32	31	19	37	29	16	28	446	0			459	50	55	29	446
54	9	165	2	15	12	6	13	17	4	10	165	1			169	23	23	10	165
55	1	157	1	3	14	5	3	13	3	1	160	0			163	8	9	1	159
56	937	200	28	979	56	34	985	55	29	930	218	19	925	260		999	987	758	434
57	5	324	1	11	27	19	14	29	16	3	326	1			328	29	31	4	327
58	16	21	2	18	3	0	17	4	0	17	21	1	19	20		21	21	17	22
59	9	403	2	17	36	19	17	35	19	9	402	2			412	39	41	10	404
60	692	207	28	739	54	28	747	48	21	702	207	17	697	236		760	761	644	304
61	309	202	10	338	34	28	339	39	14	318	196	8	323	202		354	348	300	229
62	826	264	33	874	83	56	871	93	46	804	317	24			591	869	854	753	406
63	29	516	5	51	48	25	44	52	15	29	520	2			537	66	72	33	521
64	72	284	9	89	37	17	90	37	13	79	286	3			317	104	105	76	293
65	777	171	15	803	67	32	814	56	24	735	229	15			466	775	781	691	311
66	653	132	16	674	44	32	677	47	21	636	170	8	685	131		698	705	641	177
67	82	774	9	109	91	52	110	95	31	90	775	6			821	160	163	94	779
68	541	309	24	578	65	43	582	64	35	537	346	14			524	595	591	491	409
69	794	222	33	846	74	41	844	82	33	789	243	26	793	289		876	874	700	377
70	253	405	17	284	64	32	286	68	26	254	409	13	264	413		318	320	226	449
71	24	18	0	26	2	1	26	2	1	24	17	0			25	26	27	25	18
72	286	363	15	311	77	38	315	81	26	274	383	11			459	336	343	283	384
73	877	264	27	933	71	46	928	78	33	846	319	23			580	919	915	826	369
74	883	183	39	931	65	36	931	76	20	889	192	26	867	256		947	942	759	368
75	19	142	3	24	37	10	25	33	10	18	145	1			151	44	45	18	145
76	38	203	5	40	18	18	44	18	11	40	207	1			219	53	54	40	209
77	14	441	6	29	41	21	30	45	17	17	444	1			452	64	66	15	447
78	259	401	15	292	69	60	292	83	41	263	400	15			507	327	326	261	424
79	593	277	21	629	70	40	632	75	27	572	313	16			493	638	630	544	361
80	97	21	2	106	4	2	108	4	1	102	21	2	105	19		105	104	79	45
81	8	302	1	15	19	9	17	19	6	9	302	0			307	28	27	10	302
82	280	403	5	308	54	40	303	70	21	272	412	12			489	327	331	260	438
83	363	86	13	381	26	19	384	27	12	357	97	10	363	107		397	390	309	161
84	14	471	4	18	36	7	22	31	5	19	470	1			480	35	35	14	479
85	46	533	6	68	59	30	59	65	23	50	531	3			554	94	95	42	552
86	268	161	6	288	37	20	289	40	10	253	181	7			247	297	289	253	193
87	52	324	6	75	34	17	74	38	12	55	325	1			347	90	90	56	329
88	99	160	10	113	29	22	114	36	16	98	166	6			198	129	128	106	162
89	35	97	1	42	7	6	43	7	4	34	98	1			108	47	44	38	97
90	7	13	0	9	4	2	9	4	2	8	13	0			15	9	9	4	17
91	229	33	11	237	20	5	236	23	2	227	42	5	240	38		250	248	216	66
92	299	157	14	315	30	17	307	36	16	297	171	4			266	319	320	257	220
93	41	163	5	44	26	17	43	29	10	42	167	1			184	58	60	43	166
94	764	206	23	806	58	38	810	60	27	724	262	21			508	785	786	657	355
95	131	82	5	151	15	14	151	20	10	134	86	3	135	88		155	152	118	105

96	38	121	4	47	14	7	45	18	5	38	124	2	34	131		54	54	35	130
97	1	0	0	1	0	0	1	0	0	1	0	0			0	1	1	1	0
98	63	25	7	72	8	5	68	12	4	62	30	3	61	34		76	75	56	41
99	53	95	3	61	13	13	62	15	10	53	99	2			118	66	66	48	104
100	694	344	17	749	79	61	750	84	50	682	369	15			605	772	765	644	430
101	0	0	0	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0
102	48	16	1	54	5	1	53	4	2	47	18	0	47	17		52	50	46	21
103	4	1	0	5	0	0	5	0	0	4	1	0			1	5	5	4	1
104	39	5	0	42	2	0	42	2	0	36	7	0	37	7		39	39	33	11
105	16	9	0	16	1	1	15	2	1	13	11	1	14	11		16	16	15	10
106	3	5	1	5	1	0	5	1	0	3	5	1	6	3		5	5	4	5
107	2	0	0	2	0	0	2	0	0	2	0	0			2	2	2	3	0
108	155	39	10	166	10	5	167	12	3	159	43	3	164	42		171	166	144	67
109	55	12	1	55	2	4	55	1	4	54	14	0			27	55	55	41	27
LIMITED BALLOT	11	18	0	11	8	4	13	8	2	10	12	1	9	11	10	12	13		
TOTALS	25422	25283	1153	27481	4028	2449	27552	4316	1769	25252	26251	733	15123	5944	24203	29056	28949	23360	29366

	District Judge, 172nd Judicial District		District Judge, 252nd Judicial District		Criminal District Judge, 27	Family Dist Judge, 317th Judicial Dist	JEFFERSON COUNTY	Criminal District Attorney JEFFERSON COUNTY		Judge, County Court at Law No. 3 JEFFERSON COUNTY		District Clerk JEFFERSON COUNTY		County Clerk JEFFERSON COUNTY		County Tax Assessor-Collector JEFFERSON CO	
	Rick Wilhams	Donald J. Floyd	Cara Wilhelm	Wiedel Rael West	John "Jon" Jones	Randy Shelton	Julie Shipley	Larry Thorn	Pete Thomas	Bob Worthom	Clint Wood	Ted Roemer	Charlie Wiggins	Jamie Smith	Doug Landry	Carol Gulley	Allison Sotnz	Thomas Sasser
1	50	608	47	610	624	626	46	610	30	625	50	608	49	610	48	611	58	599
2	71	292	69	295	308	308	56	308	52	312	71	297	70	295	64	304	79	284
3	36	633	35	633	641	640	33	631	26	642	39	628	38	629	35	631	41	627
4	477	225	354	351	410	403	329	376	334	377	512	187	514	190	463	235	574	122
5	295	348	255	389	448	439	222	422	201	445	288	358	293	352	297	346	332	304
6	135	229	122	242	280	280	105	259	97	268	136	225	141	223	122	243	151	206
7	213	243	179	277	316	311	163	295	163	295	235	217	208	244	208	248	250	197
8	14	247	14	245	249	245	10	253	12	249	15	247	13	248	14	247	12	248
9	1375	340	1247	481	848	796	1130	597	969	767	1487	238	1422	272	1315	397	1462	225
10	34	153	27	160	174	170	20	168	24	163	31	156	31	156	25	162	33	151
11	16	117	16	115	121	117	12	121	13	121	17	117	15	118	15	117	17	114
12	3	229	5	226	229	230	9	223	5	226	2	230	5	226	2	228	3	227
13	4	158	6	156	160	158	4	158	3	159	4	157	4	157	3	159	2	159
14	16	458	17	453	458	458	14	455	12	459	15	461	14	460	18	457	20	455
15	31	368	26	370	370	367	28	369	25	374	29	370	27	373	27	372	35	363
16	25	105	24	104	113	113	22	108	20	111	23	107	22	109	20	109	32	98
17	443	521	377	585	669	663	348	612	319	645	438	518	434	530	419	543	472	483
18	11	505	14	500	501	498	13	500	9	508	9	508	8	509	10	508	10	509
19	34	460	39	457	470	464	33	462	28	469	33	465	39	456	34	464	38	456
20	34	349	36	342	357	353	28	356	24	359	33	350	30	353	30	350	37	343
21	52	38	44	46	50	48	42	48	45	44	50	40	47	42	46	44	47	42
22	584	792	501	879	995	973	476	906	426	954	596	776	592	789	568	812	628	732
23	239	654	203	690	721	708	187	707	174	716	228	665	232	662	230	667	251	632
24	132	69	66	145	127	125	91	118	92	115	143	61	142	64	133	74	150	52
25	563	209	350	428	398	396	430	343	391	386	587	173	574	196	561	211	588	159
26	618	344	498	465	576	560	465	500	400	573	622	337	607	355	600	371	685	276
27	242	230	205	262	303	298	182	293	163	316	250	223	255	220	254	223	282	187
28	89	261	80	269	284	281	68	283	72	281	98	248	94	251	92	256	99	245
29	580	147	477	252	355	353	450	286	438	307	610	118	573	149	553	186	591	119
30	392	96	319	167	239	228	291	201	262	234	401	92	400	88	377	114	380	90
31	429	119	382	176	267	249	344	209	320	239	455	94	434	113	412	145	437	101
32	47	15	34	23	30	28	40	22	35	27	46	15	44	17	42	21	42	19
33	503	250	442	315	414	400	410	346	387	374	540	222	507	249	484	273	507	239
34	22	767	36	746	764	764	26	761	18	771	22	770	21	772	25	766	20	769
35	220	77	203	94	148	142	199	99	174	126	239	58	229	67	224	75	236	59
36	425	126	392	155	280	273	365	187	342	211	440	112	427	115	394	150	432	110
37	683	186	614	253	431	408	581	293	509	364	699	166	675	188	643	218	702	153
38	716	185	654	243	406	390	620	286	537	375	764	136	729	162	698	209	756	122

39	16	806	20	801	807	805	17	800	15	806	15	806	17	804	17	807	17	805
40	750	226	672	316	522	488	632	347	552	437	801	181	769	198	734	248	786	180
41	35	22	29	29	39	37	28	31	30	29	40	17	39	17	34	22	41	14
42	709	216	652	282	478	444	600	325	540	386	771	153	734	182	681	241	745	164
43	627	187	588	230	388	365	557	260	493	326	660	155	647	159	602	208	642	158
44	117	133	104	145	171	165	101	148	92	158	127	122	118	129	105	143	125	121
45	112	256	103	259	291	284	89	281	88	282	126	241	118	244	106	263	124	238
46	109	269	102	273	301	297	89	289	80	298	109	269	105	270	102	275	112	259
47	110	291	105	291	320	316	98	300	89	311	126	269	122	275	108	289	123	271
48	49	206	52	204	217	217	45	210	45	212	52	205	51	203	51	206	53	195
49	17	78	20	75	79	81	18	77	16	79	20	75	19	76	16	79	19	76
50	83	699	86	696	713	713	82	701	75	712	88	703	90	699	90	701	88	696
51	11	133	12	132	135	133	12	131	10	134	9	134	12	132	11	133	12	131
52	3	164	3	165	161	163	5	161	4	164	5	161	4	164	3	165	3	164
53	30	445	31	444	462	456	24	451	21	455	29	448	32	445	27	448	30	441
54	9	166	14	162	167	167	12	164	9	167	10	166	11	166	9	167	10	166
55	4	158	2	157	160	161	1	161	1	161	1	161	1	162	2	162	0	162
56	946	239	849	342	578	563	789	407	679	516	981	197	962	213	887	291	983	179
57	5	327	7	324	324	322	8	324	4	328	3	329	9	323	8	326	7	326
58	19	21	17	22	28	27	16	22	10	30	19	20	19	19	20	20	17	21
59	6	413	10	404	410	410	11	407	10	408	7	410	8	409	8	409	6	411
60	705	230	649	293	474	451	616	332	546	399	762	181	721	214	670	272	730	199
61	304	224	283	242	297	288	273	256	263	265	343	183	321	201	298	228	324	187
62	825	339	624	543	656	633	566	598	529	640	841	312	852	312	774	384	944	205
63	30	526	25	528	537	533	21	533	27	527	26	526	28	526	29	526	31	519
64	79	291	69	298	322	318	64	304	60	310	77	291	74	296	72	294	84	283
65	747	251	562	430	546	528	479	522	458	550	791	191	770	226	718	270	850	135
66	653	159	530	288	397	381	492	328	464	361	658	147	647	165	616	198	691	114
67	91	785	83	792	814	814	77	799	75	802	86	790	90	785	82	792	99	773
68	553	353	453	456	568	544	401	514	350	564	551	341	535	367	515	390	618	278
69	805	273	761	313	566	536	677	395	600	483	843	224	831	232	781	292	843	214
70	250	431	242	434	497	482	211	469	196	487	267	416	254	423	241	441	269	406
71	25	17	22	21	25	24	20	22	21	22	27	15	25	17	24	18	25	17
72	290	383	253	415	466	463	236	434	221	449	282	386	283	388	278	395	310	356
73	867	330	693	507	658	652	583	621	579	627	872	309	875	325	802	394	944	236
74	889	231	812	313	560	549	761	367	674	451	943	172	900	213	849	271	929	173
75	21	142	18	146	148	150	16	147	18	145	18	147	19	145	14	151	26	139
76	39	208	39	208	219	218	38	210	30	218	39	210	36	212	37	211	40	207
77	15	448	18	445	450	446	17	446	15	448	14	450	18	444	12	452	16	447
78	259	426	220	461	519	512	207	475	185	499	280	407	271	409	274	410	292	381
79	578	328	441	466	546	515	412	494	373	540	602	299	586	320	561	345	634	250
80	97	25	81	43	53	53	79	46	73	52	98	25	98	25	93	29	99	21
81	8	305	10	302	306	307	6	306	7	305	7	304	9	301	11	301	7	304
82	261	439	245	456	503	486	246	454	228	473	287	412	276	422	258	443	293	404
83	373	97	340	132	243	233	298	179	275	196	378	86	371	93	341	128	384	77
84	17	480	21	473	475	476	15	480	15	481	17	480	15	482	16	476	16	477
85	45	556	50	544	554	552	52	546	39	556	45	553	51	549	45	549	65	530
86	254	185	210	229	273	272	197	245	165	279	263	178	255	182	245	191	279	154
87	53	335	46	340	349	348	49	335	41	346	56	326	53	335	47	341	62	324
88	104	166	91	179	201	200	86	185	86	184	104	167	106	165	100	168	109	157
89	37	98	36	99	106	109	30	106	33	103	37	98	37	99	40	96	41	94
90	5	16	4	17	17	17	4	17	3	18	8	13	9	12	9	12	8	12
91	247	34	200	86	133	132	201	79	179	107	248	33	235	43	228	51	250	24
92	288	182	260	215	276	267	246	228	222	257	304	172	297	178	278	195	304	163
93	38	172	37	174	187	181	31	180	27	183	41	170	40	167	36	174	40	169
94	729	284	554	455	560	562	497	527	484	539	747	253	735	272	694	315	838	172
95	139	83	121	100	132	131	108	116	98	126	151	70	137	86	128	93	137	84

96	39	128	34	133	144	141	30	137	30	137	41	124	37	128	33	133	41	123
97	1	0	1	0	1	1	1	0	1	0	1	0	1	0	1	0	1	0
98	64	31	54	42	53	54	55	42	49	48	71	25	64	33	57	39	70	24
99	50	104	43	107	117	117	42	110	39	114	56	97	53	99	48	105	59	94
100	678	391	540	530	653	637	496	583	451	630	699	369	706	373	652	424	766	299
101	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
102	49	17	44	22	36	31	42	24	35	32	58	9	47	19	46	21	49	11
103	4	1	4	1	1	1	4	1	4	1	4	1	4	1	4	1	4	1
104	40	4	36	8	17	15	31	13	29	15	41	2	38	5	33	10	39	3
105	15	10	14	11	15	14	14	11	13	12	15	10	15	10	15	10	15	9
106	6	3	3	6	5	5	3	6	4	5	4	5	4	5	3	6	6	3
107	3	0	2	1	2	2	1	2	2	1	3	0	3	0	3	0	3	0
108	157	49	132	79	122	118	128	84	118	95	174	36	155	54	160	53	169	30
109	54	15	53	15	29	29	48	21	43	25	54	14	52	16	51	17	56	11
TOTALS	25500	27193	21950	30750	36113	35405	20333	32497	18491	34493	26590	26001	25885	26672	24448	28264	27343	24747

	Proposition 1 STATE WIDE		Councilmember Place 3 PORT NECHES		Council member Place 5	PAISD Proposition PORT ARTHUR ISD	
	(FOR)	(AGAINST)	Corey Mellenger	John Davenport	Julie Gauthier	FOR (POR)	(AGAINST)
1	462	79					
2	277	32					
3	446	82					
4	581	91					
5	533	75					
6	291	36					
7	375	58					
8	177	30					
9	1282	267	515	910	1186		
10	139	28					
11	101	14					
12	176	24					
13	122	15					
14	368	40					
15	296	34					
16	95	21					
17	752	147					
18	367	42					
19	352	53					
20	290	40					
21	65	17					
22	1093	213					
23	694	129					
24	161	35					
25	572	142					
26	757	141					
27	388	48					
28	258	56					
29	566	134					
30	353	113					
31	411	126					
32	50	10					
33	498	205				208	478
34	604	97				508	198
35	219	59					
36	430	91					
37	671	147					
38	642	151	224	451	551		

39	597	69					
40	726	162	314	525	665		
41	41	10	15	39	42		
42	721	142	0	1	1		
43	632	130				38	42
44	188	47				122	110
45	279	70				224	125
46	276	78				233	122
47	307	58				265	106
48	196	43				166	68
49	73	12				69	20
50	618	97				555	173
51	105	20				101	23
52	134	11				126	29
53	335	58				333	75
54	133	24				127	30
55	114	25				113	30
56	917	205					
57	247	43				229	69
58	29	3					
59	315	51				325	57
60	738	148				8	6
61	403	76				179	170
62	962	159					
63	368	74					
64	280	50					
65	834	133					
66	655	111					
67	656	112					
68	737	105					
69	832	181					
70	495	113				273	161
71	32	8					
72	544	91					
73	1005	144					
74	871	190					
75	136	15					
76	198	26				175	50
77	325	62					
78	541	100					
79	738	119					
80	100	20					
81	233	38				212	77
82	528	95				302	132
83	377	67					
84	355	48					
85	435	50					
86	358	56					
87	297	51					
88	212	27					
89	95	23					
90	17	2					
91	212	63					
92	343	103					
93	161	24				137	50
94	858	111					
95	173	33				3	2

96	136	15				110	38
97	0	1				0	1
98	67	19				3	0
99	125	16					
100	895	132					
101	0	0					
102	55	8					
103	2	2					
104	29	14				13	30
105	20	5				20	4
106	5	3					
107	2	1					
108	172	33					
109	58	10	17	37	37		
LIMITED BALLOT	16	5					
TOTALS	40583	7572	1085	1963	2482	5177	2476

AGENDA ITEM **November 17, 2014**

Consider, possibly approve and authorize the County Judge to execute and receive and file Amended Inter-local Cooperation Agreement between Spindletop Center and Jefferson County for services of a Mental Health Officer.

AGENDA ITEM **October 27, 2014**

Consider, possibly approve and authorize the County Judge to execute an Interlocal Cooperation Contract between Jefferson County, Texas and Spindletop Center for services of a Mental Health Officer.

STATE OF TEXAS §
§ INTERLOCAL COOPERATION
COUNTY OF JEFFERSON § CONTRACT

This **Agreement** is made and entered into by and between **Spindletop Center,** a unit of local government whose principal office is in **Beaumont, Jefferson** County, Texas, **"Center"** and the **County of Jefferson,** a political subdivision of the State of Texas **("County").** The purpose of this **Agreement** is to fund a **Mental Health Liaison** position for the **Mental Health Liaison Program** and is authorized pursuant to Chapter 791, Texas Government Code.

Center, a community **Center** and an agency of the State of Texas established under the provisions of Chapter 534 of the Texas Health & Safety Code Ann. (Vernon 1992), as amended, is authorized to contract for the services made the subject of this **Agreement.**

In consideration of the mutual **Agreements** contained herein, the parties agree as follows:

I.
TERM OF AGREEMENT

The initial term of this **Agreement** shall begin on ~~January 1, 2015~~ November 1, 2014 and shall automatically renew on ~~January 1~~ November 1 of each year thereafter, on a year-to-year basis at the same amount in effect at the time of the initial term until such time as a modification to the **Agreement** is executed by both parties or this **Agreement** is terminated.

II.
SERVICES

Center is designated as a mental health and intellectual and developmental disability local authority by the Texas Department of State Health Services (DSHS) and Department of Aging and Disability Services (DADS), respectively. Its mission is to plan, coordinate, develop policy, develop and allocate resources, supervise, and ensure the provision of community-based mental health and intellectual and developmental disability services for residents of **Jefferson County,** Texas. These activities sometimes involve coordination of activities with the judicial system. **Center** requests **County** to provide a **Sheriff's** deputy as a **Mental Health Liaison** assist in fulfilling its mission and for providing other duties.

Responsibilities of the County:

The **County,** by and through the Jefferson County Sheriff Department, agrees to provide a **Mental Health Liaison** deputy, or deputies as agreed upon, ("**Liaison**") for the Mental Health Liaison program. The **Liaison** will hold a license of peace officer certified under Section 1701.404, Occupations Code assigned specifically to perform duties pursuant to applicable sections of the Texas Mental Health Code.

The **Liaison's** primary responsibilities will include:

- Assisting the **Center** Continuity of Care team with County Jail and hospital follow-ups;
- Assisting the **Center** Mobile Crisis team when they respond to crisis calls in the community;
- Assisting the **Center** PATH and CSS teams when they respond to calls in the community;
- Responding to calls from **Sheriff's** Office dispatches for the **Center** teams;
- Assisting **Center** clinical staff when working with aggressive or difficult clients; and
- Serving as a liaison with law enforcement and judicial entities.

In the performance of these duties, the **County** shall:

- Provide whatever administrative support and assistance as may be required to fulfill the needs of the parties;
- Provide the **Liaison** with the same basic provisions set forth in the current collective bargaining agreement between Jefferson County, Texas and the Jefferson County Sheriff's Association (herein known as "Articles of Agreement");
- Provide the mandated in-service training and collaborate with the **Center** on any additional training pertinent to the Texas Mental Health Code;
- Provide the same basic and necessary equipment provided to each deputy assigned to law enforcement duties and set forth in the Articles of Agreement, Article 13 Uniforms, safety, and equipment; and

The **Liaisons** and other **County** personnel who provide services pursuant to this **Agreement** are **Employees** of the **County,** and the **County Sheriff** shall maintain supervisory control and command over such **Employees.** In the performance of their duties, the law enforcement officer(s) will ensure collaboration with **Center** in successfully achieving the outcomes specified within the Medicaid 1115 Transformation Waiver to ensure funding is available to support this Memorandum of Understanding. Copies of all reports submitted to Texas Health and Human Services Commission ("HHSC") and Centers for Medicare and Medicaid Services ("CMS") shall also be submitted to the **County Sheriff.**

Responsibilities of the Center:

Center agrees to fund a clinician for the Mental Health Liaison program. This staff's primary responsibilities will include:

- Responding to calls with the **Liaison** to perform crisis assessments;
- Responding to calls with the **Liaison** to provide crisis intervention services;
- Responding to calls with the **Liaison** to provide crisis follow-up services;
- Coordinating referrals to various **Center** and community crisis services;
- Coordinating follow-up appointments and providing continuity of care for individuals seen by the team;
- Serving as a liaison for law enforcement entities (such as police department, local justices of the peace, and county judges) to the local community mental health system;

- Providing secure and adequate office space with designated locking file space to the Liaison to carry out his/her duties and permit access to all necessary facilities;
- Coordinating and assisting with all activity scheduling and ensure adequate time is allotted for preparation of any and all required reports; and
- Referring any comments, criticism, suggestions or recommendations concerning the Liaison's assignments or performance as soon as possible to the **Jefferson County Sheriff**, or his designee.

III.
TERMINATION

This **Agreement** may be terminated early, with or without cause or for convenience, by either party giving written notice of its intention to so terminate to the other party thirty (30) days before the effective date of termination.

This **Agreement** is contingent upon the availability and receipt of local, state or federal funds that **Center** has allocated to this **Agreement**. If such funds become unavailable during any budget period, this **Agreement** may be immediately terminated or reduced at the discretion of **Center. Center** will be responsible for payment of all monies due up through and including the date of such termination or reduction.

Since **Center** is responsible for all funding required for the **Liaison's** position, if **County** fails to receive such funding for any reason when it is due, **Liaison** will be immediately withdrawn from this service. This paragraph is not to be construed as a contract of employment with **Liaison.**

IV.
DOCUMENTATION

Liaison shall complete such reports of work-related activities as may be required by **Center.** The documentation of all reports will be in the manner and on forms prescribed by the **Center**. **Center will** provide the **Sheriff** with a copy of any reports or written documents prepared by the **Liaison** for the **Center.**

V.
PAYMENT

For the services provided, the **Center** agrees to pay the **County** based on the Sheriff's compensation terms of the Articles of Agreement between Jefferson County, Texas and the Jefferson County Deputy Association. The Compensation will pay **one hundred percent (100%)** of the cost to the **County** for supplying the law enforcement services, including salaries, benefits, deferred liabilities, training, equipment, vehicle fuel and any additional expenses the **County** may incur in providing the services of the Mental Health deputy for the term of the agreement. This payment will not exceed the total budgeted amount of **One Hundred Thousand dollars ($100,000)** per fiscal year unless prior written approval is granted from the **Center** to the **County.**

In addition, the **Center** also agrees to compensate **County** for hours worked in excess of 40, per deputy, per week at the rate of time and one half the officer's regular rate of pay.

Center agrees to reimburse **County** for all supplies and equipment utilized by Mental Health deputy.

Center expressly understands and agrees that if payment is not received within thirty (30) days of the date due, this Agreement may be terminated by County without further notice. Further, failure to make demand for payment due shall not be a waiver of **Center's** obligation to make timely payments.

Center agrees to restrict as part of the Center's fund balance the amount necessary to fund the deferred liabilities for sick leave, vacation accrual and other post-employment benefits related to the Mental Health deputy. This amount will be estimated by the County Auditor's Office on an annual basis.

County, acting through the **County Auditor's Department,** will submit a quarterly billing statement (invoice) to the **Spindletop Center, 655 S. 8th Street, Beaumont, Texas, 77701. Center** will make payment in accordance with the terms of what is commonly called the Texas Prompt Payment Act.

No payment can be made by **Center** until this **Agreement** has been signed and returned to **Center.**

VI.
BOOKS AND RECORDS

All books, records and other methods of documentation related to this **Agreement** are and will be open to audit by DSHS and DADS during normal business hours.

VII.
CENTER CONTRACT REQUIREMENTS

The Authority is required to insert the provisions of 25 TAC §412.57 in all of its contracts. Attached is a copy of the provisions. The parties agree that the majority of the provisions do not apply to **County**; however, those that are applicable shall apply.

VIII
VENUE

Venue and/or jurisdiction for this **Agreement** shall be in **Jefferson County**, Texas.

IX.
NOTICES

All notices to be given under this **Agreement** shall be sent by certified mail, return receipt requested, at the address shown below.

X.
EXECUTION BY SHERIFF

Sheriff Mitch Woods signs this **Agreement** to evidence his willingness to abide by all terms and conditions imposed upon the **Sheriff's Office.**

SIGNATURE PAGE TO FOLLOW

Executed this 27th day of OCTOBER, 2014.

SPINDLETOP CENTER

By: _____
Charlie Harris, Ph.D.
Executive Director

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

COUNTY OF JEFFERSON

By: _____
Jeff Branick, County Judge

JEFFERSON COUNTY SHERIFF'S OFFICE

By: _____
Mitch Woods, Sheriff

Attest: _____, Chief Deputy
Carolyn L Guidry, County Clerk

Address: **Jefferson County**
Attn: County Auditor
1149 Pearl Street, 7th Floor
Beaumont, TX 77701

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

I CERTIFY THAT THIS CONTRACT WAS APPROVED BY THE BOARD OF TRUSTEES OF **SPINDLETOP CENTER** IN OPEN MEETING ON THE ___ DAY OF _____, ____.

_____
Billy Pruett
Secretary to the Board of Trustees

EXHIBIT B
TAC §412.57

Texas Administrative Code

TITLE 25	HEALTH SERVICES
PART 1	DEPARTMENT OF STATE HEALTH SERVICES
CHAPTER 412	LOCAL MENTAL HEALTH AUTHORITY RESPONSIBILITIES
SUBCHAPTER B	CONTRACTS MANAGEMENT FOR LOCAL AUTHORITIES
RULE §412.57	**Provisions for Community Services Contracts**

(a) The local authority must ensure that all its community services contracts are consistent with the local authority's performance contract and with the model contracts designed by TDMHMR as required by the Texas Health and Safety Code, §534.055(c).

(b) The local authority must include in all of its community services contracts that are funded by TDMHMR provisions stating:

(1) the contract term;

(2) the community service(s) to be purchased;

(3) the identification of all parties;

(4) the total allowable payment or, if the community service is procured through open enrollment or is on a capitated basis, the rate of payment;

(5) the method of payment;

(6) that the contractor must comply with all applicable federal and state laws, rules, and regulations, including:

(A) Title VI of the Civil Rights Act of 1964;

(B) Section 504 of the Rehabilitation Act of 1973;

(C) the Americans with Disabilities Act of 1990 (ADA); and

(D) the Age Discrimination in Employment Act of 1967;

(7) that if, as a result of a change to a TDMHMR rule or state or federal law, the contractual obligations of the contractor are materially changed or a significant financial burden is placed on the contractor, then the parties may renegotiate in good faith to amend the contract;

(8) that no consumer will be excluded from participation in, denied the benefits of, or unlawfully discriminated against, in any program or activity funded by the contract on the grounds of race, color, ethnicity, national origin, religion, sex, age, disability, or political affiliation in accordance with applicable laws;

(9) that all documents pertinent to the contract, including consumer records, will be retained by the contractor for a period of five years;

(10) that all consumer-identifying information will be maintained by the contractor as confidential in accordance with applicable law and Chapter 414, Subchapter A of this title (relating to Client-Identifying Information);

(11) that the contractor, its licensed staff, and other appropriate staff (such as QMHP-CS) will be credentialed before services are delivered to consumers by such contractor and staff;

(12) a dispute resolution process;

(13) the clearly defined performance expectations which directly relate to the community service's objectives, including goals, outputs, and measurable outcomes, and that the contractor must provide services in accordance with such expectations;

(14) that any allegation of abuse, neglect, or exploitation of a consumer under the contract will be reported in accordance with applicable law, TDMHMR rules, and Texas Department of Protective and Regulatory Services rules;

(15) that AIDS/HIV workplace guidelines, similar to those adopted by TDMHMR and AIDS/HIV confidentiality guidelines and consistent with state and federal law, will be adopted and implemented by the contractor;

(16) that the contractor will comply with the relevant TDMHMR rules, certifications, accreditations, and licenses, that are specified in the contract;

(17) that services will be provided in accordance with consumers' treatment plans;

(18) that pursuant to Texas Health and Safety Code, §534.061, TDMHMR, the local authority, and their designees, including independent financial auditors, shall have, with reasonable notice, unrestricted access to all facilities, records, data, and other information under the control of the contractor as necessary to enable the local authority to audit, monitor, and review all financial and programmatic activities and services associated with the contract;

(19) any sanctions and remedies the local authority may take in response to the contractor's failure to comply with the contract provisions; and

(20) that the contractor will immediately notify the local authority of any change, or potential change, in its status that could affect its inclusion in the provider network.

(c) The local authority must include in all of its community services contracts for residential services that are funded by TDMHMR provisions stating:

(1) that the contractor shall provide evidence of criminal history record information on the contractor's applicants, **Employee**s, and volunteers, pursuant to the Texas Health and Safety Code, §533.007 and Chapter 250; the Texas Government Code, §411.115; and

Chapter 414, Subchapter K of this title (relating to Criminal History Clearances); and

(2) that if an applicant, **Employee**, or volunteer of the contractor has a criminal history relevant to his or her employment as described in Chapter 414, Subchapter K of this title (relating to Criminal History Clearances), then the contractor will take appropriate action with respect to the applicant, **Employee**, or volunteer, including terminating or removing the **Employee** or volunteer from direct contact with consumers served by the contractor.

(d) Community services contracts that require the contractor to assume responsibility for the funds of a consumer must contain provisions requiring the contractor to have and abide by a written policy, which is subject to approval by the local authority, for protecting and accounting for such funds in accordance with generally accepted accounting principles.

Source Note: The provisions of this §412.57 adopted to be effective April 22, 2001, 26 TexReg 2845

AGENDA ITEM **November 17, 2014**

Consider, possibly approve and authorize County Judge to execute, receive and file Letter of Agreement between Lamar University and the Jefferson County Commissioners Court for the Taping of Jefferson County Commissioners Court Meetings.

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

MARIO WATKINS
Executive Assistant

KENNETH MINKINS
Superintendent
Precinct 4 – Service Center

RECEIVED
NOV 10 2014

MEMO

TO: Ms. Loma George
Hon. Jeff Branick's Office

FROM: Commissioner Everette Alfred

DATE: November 10, 2014

RE: Agenda Item

Please place this item on the Agenda for Monday, November 17, 2014:

Consider and possibly authorize the County Judge to execute a letter of agreement with Lamar University for SETCAST for taping Commissioners Court meetings.

Thank you.

EA/nr

Letter of Agreement Between Lamar University and the Jefferson County Commissioners Court for the Taping of Jefferson County Commissioners Court Meetings

The Lamar University Department of Communication will provide video production services to the Jefferson County Commissioners Court for the production of videotapes of each regular meeting of the Commissioners Court from September 1, 2014 to August 31, 2015.

The services provided by the Lamar University Department of Communication for the Jefferson County Commissioners Court shall include, but not be limited to, the following:

a) the videotaping of each regular meeting of the Jefferson County Commissioners Court,

b) any post production work needed to broadcast the videotapes,

c) the delivery of the DVD's to the proper site for their broadcast,

d) supplying all equipment and supplies needed to produce DVD's of the meetings.

a) Copies of all Jefferson County Commissioners Court meetings.

The Jefferson County Commissioners Court will provide:

a) a schedule of and agenda for all regular Commissioners Court meetings to the Lamar University Department of Communication,

b) a location in the meeting room for the camera operator to setup the equipment needed to tape the meeting,

c) an audio outlet for the camera operator to plug into the meeting room sound system,

d) a payment of $12,135 to the Lamar University Department of Communication for video production services provided from September 1, 2014 to August 31, 2015. The payment is to be made on or before October 30, 2014.

For Lamar University,

W. Mike Spears

William Michael Spears, ~~Assistant Vice President for Operations~~ Director of Contract Mgt.

10/27/14

Date

For Jefferson County Commissioners Court

Jeff Branick, County Judge – Jefferson County Commissioners Court

Date

INVOICE

Lamar University
Department of Communication - SETCAST

P.O. BOX 10050
Beaumont, TX 77710
Phone 409-880-8155 Fax 409-880-8760

INVOICE #1005
DATE: OCTOBER 11, 2014

TO:
JEFFERSON COUNTY COMMISIONERS COURT
P.O. BOX 4025
Beaumont, TX 77704

FOR:
SETCAST videotaping services

DESCRIPTION	AMOUNT
Videotapes/DVD's of JEFFERSON COUNTY COMMISIONERS COURT meetings from 9/1/2014 to 8/31/2015	$12,135.00
TOTAL	$12,135.00

PRECINCT 4
NOV 05 REC'D

Make all checks payable to: Lamar University Department of Communication
Payment is due within 30 days.
If you have any questions concerning this invoice, contact O'Brien Stanley at 409-880-8155

Thank you for your business!

AGENDA ITEM **November 17, 2014**

Consider, possibly approve and authorize the County Judge to execute Appointment of Vivian Ballou as the Labor Standards Officer assigned to oversee the labor portion of Contract 713250 for compliance under Chapter 7 of the TxCDBG Project Implementation Manual.

Appointment of Labor Standards Officer

A701

(Submit form to **Labors@TexasAgriculture.gov**)

Grant Recipient: JEFFERSON COUNTY Contract No: 713250

I, JEFF R. BRANICK (Print Mayor/County Judge) hereby appoint VIVIAN BALLOU (Print Name)

as the Labor Standards Officer for the aforementioned contract. The appointed Labor Standards Officer is assigned to oversee the labor portion of the contract and will be responsible for assuring compliance with all requirements under **Chapter 7 of the TxCDBG Project Implementation Manual.**

Appointed Labor Standards Officer Name:	VIVIAN BALLOU				
Address:	2901 TURTLE CREEK SUITE 445				
City:	PORT ARTHUR	State:	TX	Zip:	77642
Telephone Number:	409-719-7657	Fax Number:	409-291-4259		
Email Address:	vballou@carlrgriffith.com				

I acknowledge the appointment and duties of Labor Standards Officer.

Signature: Vivian Ballou (Labor Standards Officer) Date: 11/10/14

Appointed by: JEFF R. BRANICK (Print Mayor/County Judge) Title: JUDGE

Signature: (Mayor/County Judge) Date:

AGENDA ITEM **November 17, 2014**

Consider, possibly approve, and authorize the County Judge to execute Designation Form for Civil rights Officer for Jefferson County for CDBG Contract 713250.

A1008

Designation Form for Civil Rights Officer

City/County: JEFFERSON COUNTY TxCDBG Contract # 713250

Address: 1149 PEARL STREET
BEAUMONT, TEXAS 77701

Telephone Number: 409-835-8400

****

I, JEFF R. BRANICK, do hereby appoint VIVIAN BALLOU,
(Chief Elected Official) (Name and Title)
as the Civil Rights Officer for the City/County of JEFFERSON.

The Civil Rights Officer shall be responsible for the oversight and compliance of fair housing and equal opportunity activities to be performed by the City/County of JEFFERSON, as required by the Texas Community Development Block Grant Program Contract No. 713250.

The Civil Rights Officer is responsible for being familiar with and adhering to all civil rights laws and regulations pertaining to the Texas Community Development Block Grant Program, including those described in the TxCDBG Implementation Manual and those listed in Exhibit E of the TxCDBG contract.

Civil Rights Officer: Vivian Ballou
(Signature)

Appointed by: _____ Date: _____
(Signature)

AGENDA ITEM **November 17, 2014**

Receive and File Certificate of Completion Commissioners Court Advanced Curriculum for Commissioner Brent Weaver. Commissioner Weaver has successfully completed all phases of the curriculum for a total of 64 credits through the Lyndon B. Johnson School of Public Affairs, The University of Texas, Austin, Texas Association of Counties, V.G. Young Institute of County Government, Texas A&M University, County Judges and Commissioners Association of Texas and the continuing education provisions of Article 81.0025 of the Texas Local Government Code.

Commissioners Court
ADVANCED CURRICULUM

County Judges & Commissioners Association of Texas

To all to whom these presents may come Greeting

Be it known that

Brent Weaver

having completed the studies and satisfied the requirements of

Commissioners Court Advanced Curriculum

the Advanced Certification Course of the County Judges & Commissioners Association of Texas is accordingly conferred the designation

Certified County Commissioners Court Member

with all of the honors, rights and privileges thereunto appertaining.

October 2, 2014

Attest:

Patti Jones, President
County Judges & Commissioners Association of Texas

Richard Cortese, Chairman
County Commissioners Education Committee

The Lyndon B. Johnson School of Public Affairs
The University of Texas at Austin

Texas Association of Counties

V.G.Young Institute of County Government
Texas A&M University

County Judges and Commissioners Association of Texas

AGENDA ITEM **November 17, 2014**

Consider, possibly approve and authorize the County Judge to execute an Inter-local Agreement between Jefferson County, Texas and the City of Port Arthur, Texas relating to Downtown Tax Increment Reinvestment Zone No.1.

INTERLOCAL AGREEMENT

BETWEEN THE

CITY OF PORT ARTHUR, TEXAS

AND

JEFFERSON COUNTY, TEXAS

RELATING TO

CITY OF PORT ARTHUR, TEXAS

DOWNTOWN TAX INCREMENT REINVESTMENT ZONE NO. 1

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

INTERLOCAL AGREEMENT
BETWEEN JEFFERSON COUNTY AND THE CITY OF PORT ARTHUR RELATED TO PORT ARTHUR, TEXAS TAX INCREMENT REINVESTMENT ZONE NO. 1

THIS INTERLOCAL AGREEMENT ("Agreement") is made by and between the **CITY OF PORT ARTHUR, TEXAS** (the "City"), a home rule municipality of the State of Texas, acting by and through its governing body, the City Council, and **JEFFERSON COUNTY, TEXAS** (the "County"), acting by and through its governing body, the Commissioners Court. This Agreement is made pursuant to Chapter 791 of the Texas Government Code and Chapter 311 of the Texas Tax Code for the participation of the City and the County in **REINVESTMENT ZONE NUMBER ONE, CITY OF PORT ARTHUR, TEXAS** (the "Reinvestment Zone"), a reinvestment zone to be created by the City pursuant to Chapter 311 of the Texas Tax Code.

RECITALS:

The City, on November 9, 2012, designated the Reinvestment Zone in the area more particularly described in the attached Exhibit A and on the map attached hereto as Exhibit B. The Reinvestment Zone consists of approximately 372 acres of land.

The general purpose of the Reinvestment Zone is to promote the redevelopment of the property in the Reinvestment Zone and in surrounding areas in the City and County pursuant to the tax increment finance provisions of Section 311.005(a)(1), (2) and (4) of the Texas Tax Code. The specific purpose of the Reinvestment Zone is to provide a financing mechanism to pay for a portion of the costs associated with certain water, wastewater, roads/drainage and reclaimed water improvements within the Reinvestment Zone as set forth in Exhibit C (the Project"). The purposes of the Project are to improve economic development and to enhance the quality of living conditions within the City of Port Arthur, Texas.

The financial plan for the Project is for the Developer to provide construction for the Project and for the City, with assistance from the County as provided in this Agreement, to reimburse the Developer for a portion of the Project Costs from tax increment revenues derived from increases in property values resulting from new development within the Reinvestment Zone.

The City and County wish to provide in this Agreement for the County to make payments to the City of a portion of the County's tax increment revenues derived from increases in

property values resulting from new development in the Reinvestment Zone, which payments are to be used by the City to reimburse the Developer for a portion of the Project Costs under the terms and conditions described in this Agreement.

AGREEMENT:

In consideration of the mutual covenants and agreements contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the County agree as follows:

SECTION 1. Definitions.

In this Agreement:

A. *Captured appraised value* for a year means the total appraised value of all real property taxable by the City of County and located in the Reinvestment Zone for that year, less the respective tax increment base of the City or County.

B. *Developer* will be the apartment owners, commercial business, industrial development organizations, economic development organizations and related organizations who commit to spending a minimum of FIFTY THOUSAND ($50,000.00) DOLLARS for economic development improvements within the Project Zone.

C. *Project* means, initially, the Project as set forth in Exhibit C. The public improvements constituting the Project may be revised or supplemented by amendments to the Project Plan that are adopted by the board of Directors of the Reinvestment Zone and approved by the City Council of the City from time to time.

D. *Project Plan* means the Project Plan and Reinvestment Zone financing plan for the Reinvestment Zone adopted by the Board of Directors of the Reinvestment Zone and approved by the City Council of the City, and amendments to these plans that are adopted by the Board of Directors of the Reinvestment Zone and approved by the City Council of the City from time to time. By entering this agreement the County is not obligating itself to directly fund or construct or repair any infrastructure within the zone and all such expenses will be borne by the Board

D. *Tax increment* for a year means the amount of property taxes levied and collected by the City or County for that year on the captured appraised value of real property taxable by the City or County and located in the Reinvestment Zone.

E. *Tax increment base* means the total appraised value of all real property taxable by the City or County and located in the Reinvestment Zone for the year 2012 according to the certified Jefferson County Tax Roll.

F. *Tax Increment Fund* means the tax increment fund created by the City for the Reinvestment Zone.

G. Terms other than those defined above shall have 1) their meanings as given in Chapter 311, Texas Tax Code, or 2) if not so defined, their usual and ordinary meanings.

H. References to state statutes shall include amendments to those statutes that are duly enacted from time to time.

SECTION 2. Obligations of the County.

A. **Payments to the City.** The County agrees to make payments to the City during the term of this Agreement, for deposit in the Tax Increment Fund, in the amount of 20% of the tax increment attributed to the captured appraised value of the County in the Reinvestment Zone. The County's obligation to make these payments will accrue only as taxes on the captured appraised value are collected by the County. Payments shall be due on May 1 of each year during the term of this Agreement. No interest or penalty will be charged to the County for any payments made by the County based on collections that occur after this due date; however, the County will pay to the City, for deposit in the Tax Increment Fund, 20% of any penalty or interest received by the County on any delinquent taxes on the captured appraised value of the County. The County may offset against future payments to the Tax Increment Fund any portion of payments to the City under this Agreement that the County subsequently refunds to taxpayers pursuant to the provisions of the Texas Tax Code.

B. **Limitations on Payments.** The County is not obligated to make payments under this Agreement 1) unless and until taxes on the captured appraised value are actually collection by the County, or 2) from any source other than taxes actually collected on the County's captured appraised value, or 3) from any County Taxes or revenues other than taxes actually collected on the County's captured appraised value. Notwithstanding any provisions contained herein, this Agreement is expressly contingent upon the availability of funds for each obligation herein for the term of this Agreement and any extension thereto. In the event that either no funds or insufficient funds are appropriated for the payments due under this Agreement for the period covered by such budget or appropriation, the contract shall terminate without penalty to the County.

C. **Expansion of the Reinvestment Zone; Supplemental Projects.** The County's obligation to make payments under this Agreement is limited to the County's captured appraised value on property in the Reinvestment Zone as described in this Agreement. The County is not obligated to make payments based on the addition of property to the Reinvestment zone unless the County specifically agrees to do so by amendment to this Agreement. The County's obligation to make payments under this Agreement is also limited to use by the City for partial reimbursement of the Project Costs, as described herein. The County is not obligated to make payments towards the costs of any other improvements unless the County specifically agrees to

do so by amendment to this Agreement. Any member of the County Commissioners Court may review and provide comments to the board of Directors of the Reinvestment Zone or the City Council of the City on any proposed expansion of the Reinvestment Zone or amendment to the Project Plan prior to its approval by the City Council.

D. **County Appointment to Board of Directors of the Reinvestment Zone.** Pursuant to the provisions of Section 311.009(a), Texas Tax Code, the Commissioners Court of the County shall have the unequivocal right during the term of this Agreement to appoint and remove, at its sole discretion, a qualified person to serve as a voting member of the Board of Directors of the Reinvestment Zone. Failure of the Commissioners Court to appoint a person to the Board of Directors of the Reinvestment Zone shall not be deemed a waiver of the County's right to make an appointment at a later date. The Commissioners Court will make best faith efforts to appoint a qualified person to serve on the Board of Directors, and to fill vacancies in this position as needed.

SECTION 3. Obligations of the City.

A. **Initial Project Plan.** The City agrees that the Project, as described herein will comprise the Project in the initial Project Plan to be adopted by the board of Directors of the Reinvestment Zone and approved by the City Council of the City. The City agrees that the Reinvestment Zone financing plan in the initial Project Plan to be adopted by the Board of Directors of the Reinvestment zone and approved by the City Council of the City shall provide for use of the County's payments under this Agreement solely to reimburse the Developer for a portion of the Project Costs.

B. **Use of County Payments.** The City agrees to use payments made by the County under this Agreement solely to reimburse the Developer for Project Costs.

C. **Notice to County of Amendments to Project Plan.** The City agrees to provide the County with written notice of any proposed amendments to the Project Plan at least 14 days prior to their submission to the City Council for approval. The City agrees to work with the Reinvestment Zone Board of Directors to implement the Project Plan.

D. **Disposition of Tax Increments.** Upon termination of the Reinvestment Zone, and after all obligations of the Reinvestment Zone have been paid, the City agrees to pay to the county, within 60 days of the termination, all monies remaining in the Tax Increment Fund that represent the County's pro rata amount of participation authorized under this Agreement.

E. **Annual Reports.** The City agrees to provide to the County an annual report regarding the Reinvestment Zone as required under Texas Tax Code Section 311.016.

F. **Audits – Redevelopment Authority.** In the event the City creates a redevelopment authority in connection with the Reinvestment Zone, the City shall provide to the County a copy of each of the audits required by the agreement between the City, the Reinvestment Zone and any

such redevelopment authority within 30 days of receipt of each audit.

SECTION 4. Term and Termination.

A. **Agreement Term.** This Agreement will take effect only upon designation of the Reinvestment Zone by ordinance of the City and will be in effect for the earlier of 1) thirty (30) years from the date of the designation of the Reinvestment Zone or 2) the date the Developer is reimbursed the Project Costs, unless earlier terminated by the parties hereto. Nothing in this Agreement limits the authority of the County or City to extend the term of this Agreement. Upon termination of this Agreement, the obligation of the County to make payments to the City shall end; however, any refund obligations of the City shall survive the termination.

B. **Early Termination of Reinvestment Zone.** The County or City may terminate the Reinvestment Zone pursuant to the provisions of Section 311.017 of the Texas Tax Code or at any time there is a breach by the other party. The party desiring to terminate this agreement may do so upon giving 30 days' written notice to the other party.

C. **Interpretation.** The parties acknowledge and confirm that this Agreement has been entered into pursuant to the authority granted under the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. All terms and provisions hereof are to be construed and interpreted consistently with that Act.

D. **Invalid Provisions.** Any clause, sentence, paragraph or article of this Agreement which is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect shall not be deemed to impair, invalidate, or nullify the remainder of this Agreement if the Agreement can be given effect without the invalid portion.

E. **Applicable Laws.** This Agreement shall be construed in accordance with the laws of the State of Texas. All obligations hereunder are performable in Jefferson County, Texas, and venue for any action arising hereunder shall be in Jefferson County, Texas.

F. **Authorization; Funding.** Each party hereto acknowledges and represents that this Agreement has been duly authorized by its respective governing body, and that funding from each party for the performance of this Agreement will be provided from current revenues available to the parties.

G. **Notices.** Notices required by this Agreement will be provided by the parties to one another by certified mail, return receipt requested, or by confirmed facsimile transmission, to the following address/fax numbers:

CITY:

City Manager

JEFFERSON COUNTY:

County Judge
P.O. Box 4025
Beaumont, TX 77704
FAX: 409-839-2311

H. **Non-Waiver.** Failure of any party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

I. **Successors.** This Agreement shall bind and benefit the parties and their legal successors. This Agreement does not create any personal liability on the part of any officer or agent of the City or the Reinvestment Zone or any officer, agent or employee of the County.

J. **No Waiver of Immunity**. No party hereto waives or relinquishes any immunity or defense on behalf of itself, its officers, employees, and agents as a result of its execution of this Agreement and performance of the covenants contained herein.

K. **Third Party Beneficiary**. The parties agree that Developer and its successors and assigns shall have the right to enforce as a third party beneficiary Section 2.A. against the County for any breach of its contractual obligations hereunder, as well as Section 5.B. and this Section 5.K.

IN WITNESS HEREOF, the City and the County have made and executed this Agreement in multiple copies, each of which is an original.

CITY OF PORT ARTHUR

_____
Mayor

_____
Date

ATTEST/SEAL:

_____
City Clerk

_____
Date

APPROVED AS TO FORM AND LEGALITY:

_____
City Attorney

JEFFERSON COUNTY

_____
Jefferson County Judge

_____
Date

ATTEST:

_____
County Clerk

_____
Date

AGENDA ITEM **November 17, 2014**

Consider, possibly approve and authorize the County Judge to execute and receive and file an Amended Professional Services Contract between Jefferson County, Texas and Tim Richardson for Gulf Restoration Projects.

AMENDED AGREEMENT

This Amended Agreement ("Agreement") is entered into by and between the **Jefferson County** (County), and **Tim Richardson** ("Consultant"). This agreement is intended to replace the agreement previously executed between the parties and, upon execution of this agreement, the previous agreement is declared null and void.

In consideration of the mutual promises contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the County and Consultant agree as follows:

I. SCOPE OF AGREEMENT

This Agreement shall cover the rights, duties and obligations of the parties hereto with regard to consulting work related to County activities associated with seeking BP *Deepwater Horizon* (DWH) restoration funding for a variety of purposes determined by the County including environmental infrastructure improvements.

II. RESPONSIBILITIES OF THE PARTIES

Consultant shall:

- Assist County with organizing and coordinating the County's approach to developing a priority project list for which DWH restoration funds will be sought;
- Identify key federal and state DWH restoration officials, non-profit, corporate, stakeholder, and other audiences, including specific people/contacts at each, that need to be informed about the County's restoration goals and priorities, and communicate with them on an ongoing basis, including making introductions for the County officials so that they can establish relationships with these entities;
- Draft a strategy and timeline for communicating with these groups for the County's review to ensure that the County's efforts are comprehensive and coordinated;
- Identify key people at BP who need to be educated about the restoration benefits available to Restore the Gulf by working the County and communicate with them; make introductions for County officials and participate in meetings with these contacts;
- Draft a strategy for Congressional outreach, including specific Representatives and staff that need to be briefed;
- Take the lead with preparation of materials for these groups;
- Help in drafting a strategy for the County to be recognized for environmental restoration leadership among Gulf of Mexico states, counties and cities;
- Serve as the "eyes and ears" of the County in Washington, D.C. and Austin, Texas with regard to updates on progress on the BP settlement, and development and

implementation of DWH restoration, alerting the County to any specific actions that need to be taken to ensure that its interests are represented.

B. The County shall:

1. Provide overall project direction and day-to-day coordination/clarification about the County's goals and objectives in DWH restoration.

III. PERSONNEL

A. All of the work performed under this Agreement shall be performed by Tim Richardson. If for any reason Tim Richardson becomes unable to provide his expertise, the County reserves the right to immediately terminate this Agreement unless Consultant provides a suitable replacement, agreed upon by the parties in writing.

B. Consultant is solely responsible for all employee-related salary and applicable benefits to Consultant's personnel performing under this Agreement and all actions or inactions performed by Consultant and Consultant's personnel in connection with this Agreement.

IV. TERM OF AGREEMENT AND TERMINATION

A. This Agreement shall begin October 1, 2014 and expire on September 30, 2015 unless earlier terminated in accordance with Section B. or C. below or by mutual agreement.

B. This Agreement may be terminated by any party upon fifteen (15) days advance written notice in the event of: (i) a material breach of this Agreement by any party; (ii) fraud by any party; (iii) insolvency, bankruptcy, reorganization or receivership of one of the parties; (iv) breach of fiduciary duties by any of parties; (v) the County's dissatisfaction with the quality of the Project; (vi) Consultant's failure to complete the Project in a timely manner; or (vii) gross or willful negligence, persistent or prolonged neglect or misconduct by the other party.

C. If the County is dissatisfied with any of the services rendered under this Agreement, it may notify Consultant and provide Consultant a reasonable time within which to remedy any unsatisfactory performance of services or it may terminate this Agreement pursuant to Section B above.

D. Any party may terminate this Agreement with or without cause upon thirty (30) days prior written notice to the other parties. Any terms of this Agreement that extend beyond its termination shall remain in effect until fulfilled, and apply to respective successors and assigns.

E. Upon termination of this Agreement, Consultant shall immediately, within seven days, deliver all work performed pursuant to this Agreement to the County (including documents provided to Consultant by the County and any work in progress, such as notes, drafts and sketches) and shall, upon the County's written request, document on a time and materials basis, in detail, the status of the services that have been terminated and the delivered work. If requested by the County, Consultant shall, after termination, cooperate on a time and materials basis with the County in it's or another's efforts on the County's behalf to complete any services or deliverables set forth in writing and to provide for an orderly transition.

V. COMPENSATION/TERMS OF PAYMENT

A. During the term of this Agreement the County shall pay Consultant $126,000 annually at $10,500 per month which payments will be made upon receipt of a monthly invoice.

B. All payments to sub-contractors used by the Consultant shall be the responsibility of the Consultant, unless otherwise agreed to in advance by the County.

C. If the Agreement is terminated pursuant to Paragraph IV above, Consultant shall be paid on a pro rata basis for satisfactory services rendered to the date of termination.

D. The County shall not be liable for any federal, state or local taxes, social security payments, sick pay, vacation pay, severance pay, bonuses or other social or welfare payments to Consultant. The County's liability to Consultant is limited to the dollar amounts set forth in Section A and for reasonable expenses incurred by Consultant as set forth in Section B and D. In no case shall the County be liable for the other costs or damages that may result from Consultant's normal course of doing business.

E. All routine travel expenses shall be paid for by Consultant with an understanding that any extraordinary travel requested and pre-approved in advance by the County and shall be coach, 14 day advance purchase, unless agreed to otherwise, in writing (email is an acceptable communication), by the County.

F. All invoices for fees/expenses to be paid by the County pursuant to this Agreement must be received by the County within thirty (30) days from the date the fee / expense is incurred. Any invoice received from Consultant more than thirty (30) days after termination or expiration of this Agreement will not be paid.

G. In the event of a dispute over the terms of this Agreement, including the provision of satisfactory services by Consultant, the County reserves the right to withhold payment of monies owed until the dispute is resolved.

VI. OWNERSHIP OF MATERIALS AND RESULTS

A. All materials provided to the County and all work performed under this Agreement, either by Consultant or by any sub-contractor hereunder, shall remain the property of the County. However, County shall grant full authority to Consultant to use all specific non-proprietary, non-confidential materials produced for any purpose, without prior approval.

B. Joint Copyright Ownership

1. It is understood and agreed that the County has the right to use or not use the Work Product and to use, assign to a third party, reproduce, re-use, alter, modify, edit, or change the Work Product as it sees fit and for any purpose, and that the Work Product shall not be returned except for pre-existing copyrighted or proprietary materials used by Consultant as a tool to develop the Work Product.

2. County and Consultant shall have joint rights, title and interests in the Work Product, as well as any license to use, sell, exploit, copy, or further develop such Work Product.

3. Consultant represents and warrants that the Work Product shall be original, and shall not infringe on the rights of any other person or party. In the event of a breach of this representation and warranty, Consultant shall immediately return to the County all monies received under this Agreement and shall be liable for any consequential damages resulting therefrom. The County and Consultant shall jointly retain all right, title and ownership in and to all work, including without limitation to all copyright, patent, trade secret and other intellectual property rights pertaining thereto, including but not limited to, the complete right to modify text, print, publish, copy, distribute, transfer, display and prepare derivative works based upon work prepared under this Agreement.

VII. AUTHORIZED CONTACTS

The following County employees are authorized contacts under this Agreement:

Jeff Branick, Judge, **Jefferson County**; jbranick@co.jefferson.tx.us ; office: 409-835-8466.

Tim Richardson, consultant, tlrs@rcn.com; office: 301-770-6496; mobile 202-352-1269.

VIII. NONDISCLOSURE OF PROPRIETARY INFORMATION

During the course of the term of this Agreement, Consultant may have access to information of a confidential and proprietary nature. Such confidential information may include, without limitation, lists, corporate or facility data regarding the County's legal strategies, policy goals and objectives, various plans for future development and any other development, and any other information of a similar nature pertaining to the County. Consultant hereby expressly covenants and agrees that, anytime during the term or after termination or expiration of this Agreement, Consultant shall not use, furnish, or disclose any confidential or proprietary information to any other person, corporation, association, or other entity without the prior written consent of the County, as applicable. This section shall survive termination of this Agreement.

IX. TAXES

It is understood and agreed that Consultant is an independent contractor, not an employee. Any compensation, therefore, will not be subject to withholding of either income taxes or Social Security taxes. It is understood that in the event that such payments should be deemed taxable, Consultant shall be solely responsible for the payment of those taxes; and Consultant shall indemnify the County against any claims for taxes or other payroll deductions, including penalties, provided the County promptly notify Consultant of any such claim.

X. TRANSFER OF INTEREST

Neither this Agreement, nor any of the rights and obligations stated herein or resulting therefrom, may be assigned, transferred or otherwise disposed of by Consultant without the prior written consent the County.

XI. NOTICE

Any legal notice or report required or permitted to be given under provisions of this Agreement shall be in writing and be delivered either by mail or by personal delivery. If delivered by mail, notices shall be sent by Federal Express or a similar type delivery service, or by certified or registered mail, return receipt requested; with all postage and charges prepaid. All notices shall be addressed to the individuals in the capacities indicated below, or as specified by subsequent written notice delivered by the party whose address has changed.

a) If to the County, to:
Honorable Jeff Branick
Jefferson County
County Court House
1149 Pearl Street
Beaumont, Texas 77701

b) If to Consultant, to:

Tim Richardson
6707 Old Stage Road
Rockville, MD 20852

A. Consultant agrees to indemnify, defend, and hold harmless the County, its officers, directors, employees, volunteers, agents, successors, and assigns, from any and all liability, losses, claims, demands, suits, costs, expenses and damages, including the cost of defense, investigation and reasonable attorneys' fees, of whatever nature and description, arising from or in connection with Consultant's breach of this Agreement or Consultant's negligence or willful misconduct, or a third-party claim arising out of Consultant's performance under this Agreement.

B. Consultant shall indemnify and hold the County harmless from any proceedings or claims asserted against the County resulting from materials solely furnished by Consultant involving copyright infringement, violations of personal rights of privacy, misappropriation of ideas or rights and literary piracy or plagiarism, excepting claims arising from materials or information furnished by the County or from matters with respect to which Consultant has advised the County, in writing, of the legal risks involved and the County, by their specific written approval, have assumed the risks thereof, in which cases the County shall so indemnify Consultant.

C. This section shall survive termination of this Agreement.

XII. GOVERNING LAW / VENUE

This Agreement shall be exclusively governed by and pursuant to the laws of the State of Texas. Any and all suits or claims by either party shall be brought exclusively in the State of Texas.

XIII. AGENCY

The parties agree that this Agreement is not intended to create any agency, subcontractor, or employer-employee relationship of any kind between the County and Consultant, or between the County and any other party with whom Consultant has contracted regarding this Agreement. The parties agree not to contract any obligation in the name of the other, to use each other's credit in conducting any activities under this Agreement, or to

represent that the County is in the business of providing the products and/or services provided by Consultant.

XIV. ENTIRE AGREEMENT / SEVERABILITY

This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior understandings and writings, and may be amended or modified only by a writing signed by the parties. If any provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be void, invalid, unenforceable or illegal for any reason, the remainder of this Agreement, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

XV. WAIVER

The failure of any Party to insist upon strict performance of any of the terms or provisions of this Agreement or to exercise any right or remedy contained in this Agreement shall not be construed as a waiver or as a relinquishment for the future of such term, provision, right or remedy. Neither this Agreement nor any provisions thereof may be changed, waived, or discharged, except by an instrument in writing signed by both parties.

XVI. EQUAL OPPORTUNITY

The County acknowledges that it is an Equal Employment Opportunity Employer, M/F/D/V. Consultant agrees that he is in compliance with Executive Order 11246 and Revised Order No. 4, the Vietnam-Era Veterans Readjustment Assistance Act of 1974, the Vocational Rehabilitation Act of 1973 and other federal and state anti-discrimination laws.

XVII. MISCELLANEOUS

A. The captions of each paragraph of this Agreement are inserted solely for the reader's convenience and are not to be construed as part of or in interpreting this Agreement.

B. During the term of this Agreement, upon reasonable notice and during regular business hours, the County shall have the right to audit all books and records of Consultant relating to the amounts payable by either party under this Agreement.

C. None of the Parties shall be liable for any failure or delay in the performance of its obligations due to a fire, flood, earthquake, elements of nature or acts of God, acts of war, acts or threats of terrorism, riots, civil disorder, rebellions, epidemics, governmental travel advisories, or other similar cause beyond the reasonable control of the party affected, provided such default or delay could not have been prevented by reasonable precautions and

cannot reasonably be circumvented, and provided further that the party hindered or delayed immediately notifies the other party describing the circumstances causing delay.

D. All attachments to this Agreement are incorporated herein by reference and made a part of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives.

Jefferson County

By _____ Date _____
Name: Jeff Branick
Title: Judge
EIN _____

Tim Richardson, Consultant

By Tim Richardson Date 11/6/14
Name: Tim Richardson
EIN 370-60-3504

I, Tim Richardson, Consultant, certify that, to the best of my knowledge, there is no conflict of interest between the issues/services that I provide for other clients and the County.

Signed:

Tim Richardson 11/6/14
Signature of Consultant Date

Proclamation

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

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

National Adoption Day Proclamation

WHEREAS, Jefferson County recognizes the importance of giving children permanent, safe and loving families through adoption; and

WHEREAS, More than 6,647 children in Texas are waiting for permanent families; and

WHEREAS, More than 49 children in Jefferson County are waiting for permanent families; and

WHEREAS, : To help these children find permanent, nurturing families, the local courts of Jefferson County will open their doors on National Adoption Day, November 21, 2014, to finalize the adoptions of local children and join other organizations to celebrate all adoptions; and

WHEREAS, This effort along with similar celebrations in all 50 states around the country will offer children the chance to live with stable and loving families and encourage other dedicated individuals to make a powerful difference in the lives of a child through adoption;

NOW, THEREFORE, BE IT RESOLVED that the Commissioners Court of Jefferson County, does hereby proclaim November 21, 2014, as NATIONAL ADOPTION DAY in Jefferson County, and in so doing, urge all citizens to join in a national effort to raise awareness about the importance of adoption.

SIGNED this _____ day of _____, 2014.

_____

JUDGE JEFF R. BRANICK
County Judge

_____

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

_____

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

_____

COMMISSIONER BRENT A.WEAVER
Precinct No. 2

_____

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

PROCLAMATION

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

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

MARCH OF DIMES

WHEREAS, the March of Dimes works to improve the health of babies by preventing birth defects, premature birth and infant mortality. The March of Dimes is the leading nonprofit organization for pregnancy and baby health. For more than 75 years, moms and babies have benefited from March of Dimes research, education, vaccines, and breakthroughs: and

WHEREAS, an estimated 15 million babies around the world are born premature each year and more than one million of them do not survive their early birth. Although the United States has seen sustained improvement in its preterm birth rate, it has one of the highest rates of preterm birth of any industrialized country; and

WHEREAS, every year, about 450,000 babies are born too soon in the United States. After rising by 36 percent over 25 years (1981-2006), our country's preterm birth rate has declined by 11 percent over the last 7 years. However, the U.S. preterm birth rate remains too high at 11.4 percent, which is higher than that of most developed nations; and

WHEREAS, premature birth, birth before 37 weeks of pregnancy, is a serious health problem that costs the United States more than $26 billion annually, according to the Institute of Medicine. It is the leading cause of newborn death, and babies who survive an early birth often face the risk of lifetime health challenges, such as breathing problems, cerebral palsy, intellectual disabilities and others. Even babies born just a few weeks early have higher rates of hospitalization and illness than full-term infants. At least 39 weeks of pregnancy are important to a baby's health because many important organs, including the brain and lungs, are not completely developed until then.

NOW, THEREFORE, BE IT RESOLVED that the Commissioners Court of Jefferson County, does hereby proclaim November 17th, 2014 the March of Dimes Day in Jefferson County and organizations from around the world will mark the fourth World Prematurity Day and we encourage all to support this effort by The March of Dimes.

Signed this _____ day of _____, 2014.

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER BRENT A. WEAVER
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

AGENDA ITEM **November 17, 2014**

Consider, possibly approve and authorize the County Judge to execute a Meter Pump Station Easement from Jefferson County, Texas to the City of Port Arthur to be located at Walter Umphrey State Park, Mesquite Point.

METER PUMP STATION EASEMENT

STATE OF TEXAS §
§
COUNTY OF JEFFERSON §

WHEREAS, **JEFFERSON COUNTY, TEXAS**, a political subdivision of the State of Texas, whose mailing address is: 1149 Pearl St., Beaumont, Texas, as GRANTOR, for and in consideration of Ten Dollars($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, convey and deliver unto **THE CITY OF PORT ARTHUR, TEXAS,** a political subdivision of the State of Texas**,** whose mailing address is: 444 Fourth St., Port Arthur, Texas 77642, hereinafter referred to as GRANTEE, its successors and assigns, a permanent easement, from the date of execution hereof, the right to use the area described below, hereinafter referred to as a water meter pump station, for purposes of ingress and egress, on, over and through those certain lands located within the following property in Jefferson County, Texas.

Being a 0.072 acre tract of land situated in the out of the Dennis Gahagan League, Abstract 1213 Jefferson County, Texas and which is described in more particularity in Exhibits "A" and "B" attached hereto.

It is understood and agreed that this meter pump station easement does not and shall not extend generally for the use of the public, but is limited to and for the use of the GRANTEE, its successors and assigns, for its agents and employees, and for persons, firms and corporations doing work for said GRANTEE, its successors and assigns.

It is understood that this easement is given in conjunction with the pipeline easement being granted by Jefferson County, Texas to Sabine Pass Liquefaction LLC which was executed on the ____ day of _____, 2014.

GRANTEE agrees to restore the subject access route/roadway and property as is necessary to correct any damage resulting from GRANTEE'S use. Said restoration shall be to as good or better condition than pre-existed GRANTEE'S use.

GRANTEE hereby releases, indemnifies and holds GRANTOR harmless of and from any and all damages and expenses for loss or injury to persons or property that may be caused by GRANTEE, its employees, representatives, agents or contractors and sub-contractors while performing its activities on or about GRANTOR'S premises. **GRANTEE, SHALL INDEMNIFY AND HOLD JEFFERSON COUNTY, TEXAS, GRANTOR, HARMLESS OF AND FROM ANY**

AND ALL CLAIMS, SUITS, OR CAUSES OF ACTION FOR INJURY,DAMAGES AND/OR DEATH ARISING FROM GRANTEE'S USE OF OR PRESENCE ON THE EASEMENT OR OTHER ADJACENT PROPERTY OF GRANTOR.THIS INDEMNITY AGREEMENT EXTENDS TO AND INDEMNIFIES GRANTOR/INDEMNITEE FOR THE INDEMNITEE'S OWN NEGLIGENCE.

This grant shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, assigns, successors, executors, and legal representatives.

IN WITNESS WHEREOF, GRANTOR has executed this instrument on this the _____ day of _____, 2014.

GRANTOR:

JEFFERSON COUNTY, TEXAS

By: _____
Jeff R. Branick, County Judge

STATE OF TEXAS §
§
COUNTY OF JEFFERSON §

BEFORE, ME the undersigned authority, on this day personally appeared, **Jeff R. Branick, County Judge of Jefferson County, Texas**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this_____ day of _____, 2014.

_____
Notary Public in and for the State of Texas

GRANTEE:

_____

Deloris Prince, Mayor of Port Arthur, Texas

STATE OF TEXAS §
§
COUNTY OF JEFFERSON §

BEFORE ME, the undersigned authority, on this day personally appeared, **Deloris Prince, Mayor of Port Arthur, Texas** known to me to be the person name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____day of _____**, 2014.**

_____

Notary Public in and for the State of Texas

ARCENEAUX WILSON & COLE LLC
Engineering • Surveying • Planning

DESCRIPTION OF A TRACT OF LAND CONTAINING 1.857 ACRES OF LAND, MORE OR LESS, OUT OF THE DENNIS GAHAGAN LEAGUE, ABSTRACT 123 JEFFERSON COUNTY, TEXAS FOR A WATERLINE EASEMENT

Being a 1.857 acres tract of land in the Dennis Gahagan League, Abstract 123, a portion of that certain tract of land (called "13.497 acres") described in that certain instrument to Jefferson County, Texas of record under Clerk's File No. 2000014412 in the Official Public Records of Jefferson County, Texas, a portion of that certain tract of land (called "2.94 acres") designated "Tract 2" and described in that certain instrument to Jefferson County, Texas of record under Clerk's File No. 9512741 in the Official Public Records of Jefferson County, Texas, and a portion of that certain tract of land (called "0.40 acre") designated "Tract 3" and described in that certain instrument to Jefferson County, Texas of record under Clerk's File No. 9512741 in the Official Public Records of Jefferson County, Texas, and being more particularly described by metes and bounds as follows:

FOR LOCATIVE PURPOSES COMMENCING at a TxDoT monument found for an angle point in the south right-of-way line of Texas State Highway 82, and north line of the said 13.497 acres tract of land, the said TxDoT monument having a State Plane Coordinate value of N 13,860,347.50 and E 3,585,618.89;

THENCE North 77 deg. 22 min. 02 sec. East, along and with the said south right-of-way line of State Highway 82 and north line of the 13.497 acres tract of land, a total distance of 197.51 feet to a 1/2" steel rod with yellow plastic cap marked "AWC LLC" set for a corner and for reference, and having a State Plane Coordinate value of N 13,860,390.63 and E 3,585,811.62;

THENCE South, 49.72 feet to a 1/2" steel rod with yellow plastic cap marked "AWC LLC" set for the most northerly northwest corner and **POINT OF BEGINNING** of the herein described tract of land, said corner having a State Plane Coordinate value of N 13,860,340.91 and E 3,585,811.62;

THENCE East, over and across the said 13.497 acres tract of land, a total distance of 20.00 feet to a 1/2" steel rod with yellow plastic cap marked "AWC LLC" set for the most northerly northeast corner of the said herein described tract of land, said corner having a State Plane Coordinate value of N 13,860,340.91 and E 3,585,831.62;

THENCE South, continuing over and across the said 13.497 acres tract of land, a total distance of 291.57 feet to a 1/2" steel rod with yellow plastic cap marked "AWC LLC" set for an angle point corner of the said herein described tract of land, said corner having a State Plane Coordinate value of N 13,860,049.34 and E 3,585,831.62;

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AWC Engineering Surveying Planning

THENCE South 45 deg. 00 min. 00 sec. East, continuing over and across the said 13.497 acres tract of land, a total distance of 14.29 feet to a 1/2" steel rod with yellow plastic cap marked "AWC LLC" set for an angle point corner of the said herein described tract of land, said corner having a State Plane Coordinate value of N 13,860,039.24 and E 3,585,841.72;

THENCE East, continuing over and across the said 13.497 acres tract of land, a total distance of 334.70 feet to a 1/2" steel rod with yellow plastic cap marked "AWC LLC" set for an angle point corner of the said herein described tract of land, said corner having a State Plane Coordinate value of N 13,860,039.24 and E 3,586,176.42;

THENCE South 64 deg. 21 min. 16 sec. East, continuing over and across the said 13.497 acres tract of land, at a distance of 510.18 feet passing a 1/2" steel rod with yellow plastic cap marked "AWC LLC" set for a reference point and continuing a total distance of 610.18 feet to a point in the southeasterly line of the said 2.94 acres tract of land for the most easterly corner of the said herein described tract of land, said corner having a coordinate value of N 13,859,775.15 and E. 3,586,726.49;

THENCE South 31 deg. 06 min. 31 sec. West, along and with the said southeasterly line of the 2.94 acres tract of land, a total distance of 24.00 feet to an angle point corner in the said southeasterly line of the said 2.94 acres tract of land;

THENCE continuing along and with the said southeasterly line of the said 2.94 acres tract of land the following courses:

North 45 deg. 18 min. 32 sec. West, a total distance of 17.75 feet;
North 71 deg. 39 min. 53 sec. West, a total distance of 36.75 feet;
North 88 deg. 49 min. 23 sec. West, a total distance of 39.17 feet to a point for the most easterly corner of the herein before said 0.40 acre tract of land, an angle point corner in the said southeasterly line of the 2.94 acres tract of land and an angle point corner of the said herein described tract of land;

THENCE South 61 deg. 28 min. 12 sec. West, along and with the southeasterly line of the said 0.40 acre tract of land, a total distance of 75.23 feet to a point for a southerly corner of the said herein described tract of land, the said corner having a coordinate value of N 13,859,743.52 and E. 3,586,561.33;

THENCE North 64 deg. 21 min. 16 sec. West, over and across the said 0.40 acre tract of land and continuing over and across the said 13.497 acres tract of land, at a distance of 100.00 feet passing a 1/2" steel rod with yellow plastic cap marked "AWC LLC" set for reference point and continuing a total distance of 544.64 feet to a 1/2" steel rod with yellow plastic

Arceneaux Wilson & Cole
AWC Engineering Surveying Planning

cap marked "AWC LLC" set for an angle point corner of the said herein described tract of land, said corner having a State Plane Coordinate value of N 13,859,979.24 and E 3,586,070.34;

THENCE West, continuing over and across the said 13.497 acres tract of land, a total distance of 239.40 feet to a 1/2" steel rod with yellow plastic cap marked "AWC LLC" set for an angle point corner of the said herein described tract of land, said corner having a State Plane Coordinate value of N 13,859,979.24 and E 3,585,830.95;

THENCE North 45 deg. 00 min. 00 sec. West, continuing over and across the said 13.497 acres tract of land, a total distance of 27.33 feet to a 1/2" steel rod with yellow plastic cap marked "AWC LLC" set for an angle point corner of the said herein described tract of land, said corner having a State Plane Coordinate value of N 13,859,998.56 and E 3,585,811.62;

THENCE North, continuing over and across the said 13.497 acres tract of land, a total distance of 342.34 feet returning back to the **POINT OF BEGINNING** and containing 1.857 acres of land, more or less.

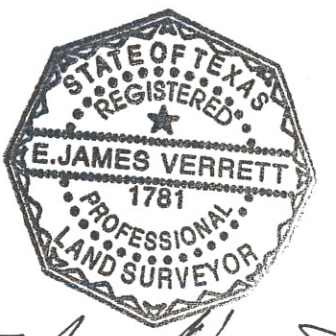
TOGETHER WITH TEMPORARY WORKSPACE EASEMENT-A containing 0.423 acre of land, more or less, and TEMPORARY WORKSPACE EASEMENT-B containing 0.549 acre of land, more or less, as indicated on the accompanying Plat.

TOGETHER WITH Park Road (to be used for non-exclusive temporary construction access)

Dimensions indicated hereon are based upon G.P.S. surveying, tied to the Trimble RTK Network, referenced to the (NAD 1983) Texas State Plane Coordinate System, South Central Zone (4204).

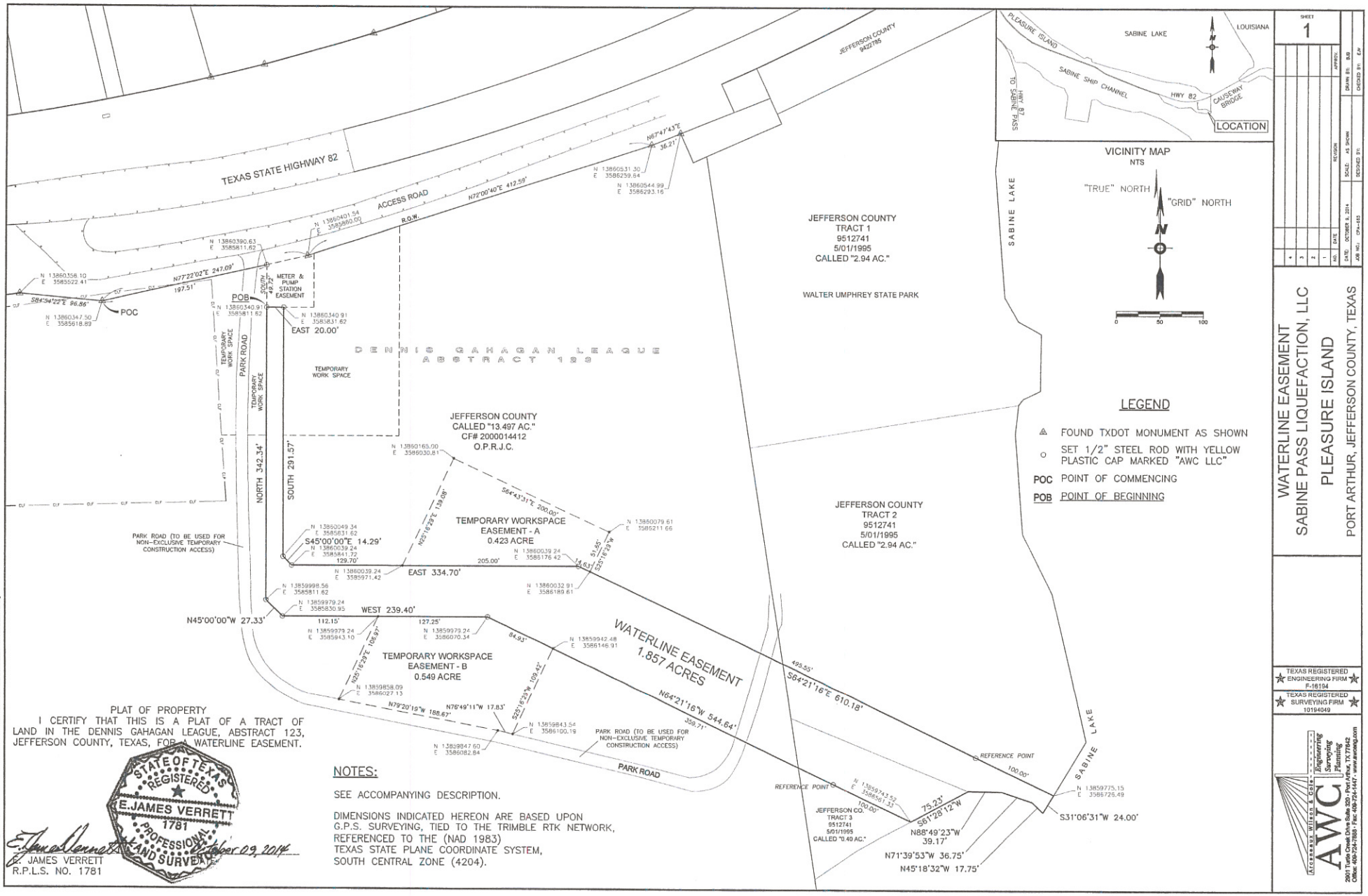
NOTE: See accompanying Plat.

Prepared: October 9, 2014



E. James Verrett, R.P.L.S. No.1781

Job No. CPA-665



PLAT OF PROPERTY

I CERTIFY THAT THIS IS A PLAT OF A TRACT OF LAND IN THE DENNIS GAHAGAN LEAGUE, ABSTRACT 123, JEFFERSON COUNTY, TEXAS, FOR A WATERLINE EASEMENT.

STATE OF TEXAS REGISTERED E. JAMES VERRETT 1781 PROFESSIONAL LAND SURVEYOR

E. James Verrett October 09, 2014

E. JAMES VERRETT
R.P.L.S. NO. 1781

NOTES:

SEE ACCOMPANYING DESCRIPTION.

DIMENSIONS INDICATED HEREON ARE BASED UPON G.P.S. SURVEYING, TIED TO THE TRIMBLE RTK NETWORK, REFERENCED TO THE (NAD 1983) TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204).

SHEET 1

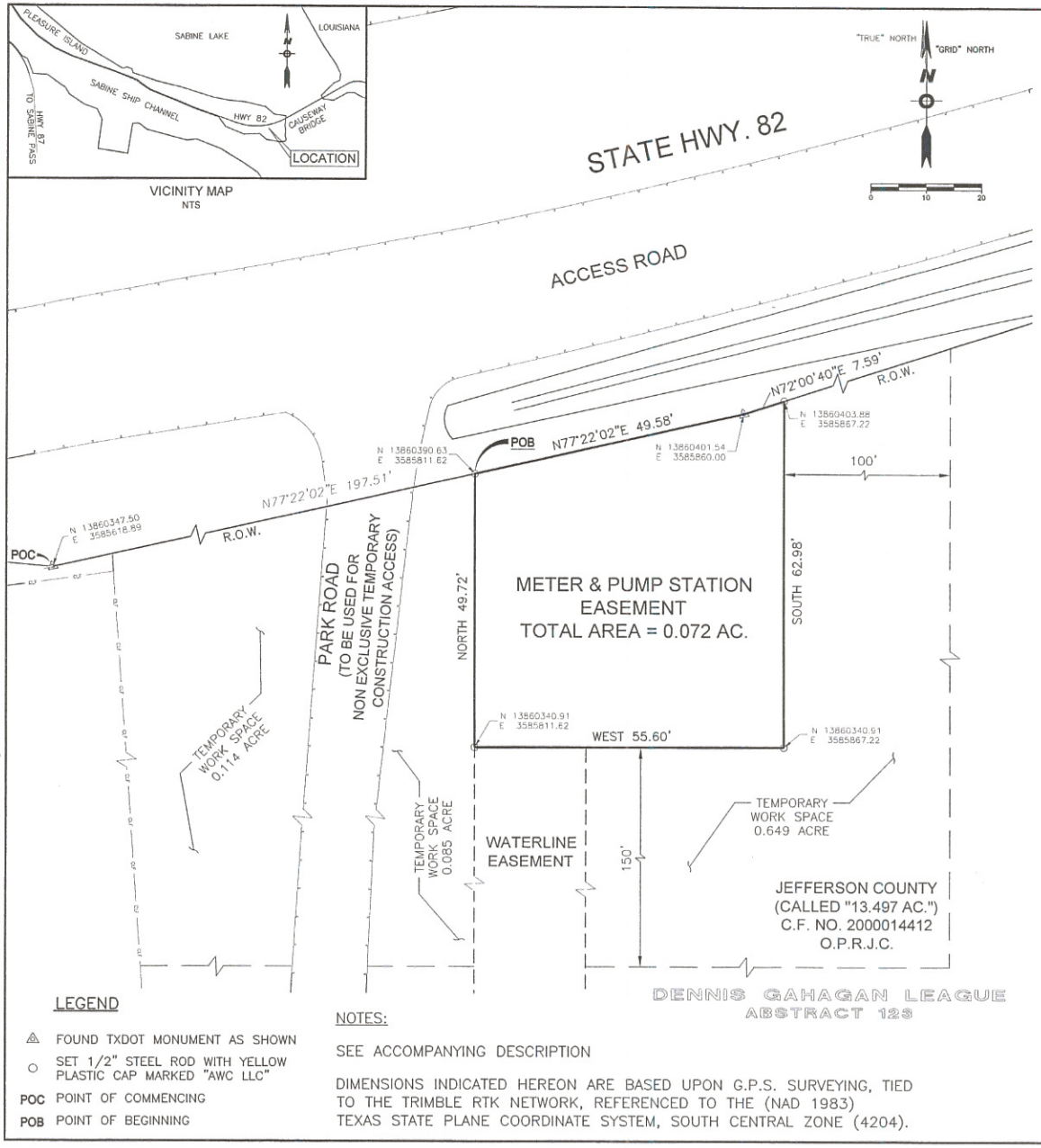
NO.	DATE	REVISION
4		
3		
2		
1		

DATE: OCTOBER 9, 2014 SCALE: AS SHOWN DRAWN BY: BJB
JOB NO.: CP4-165 DESIGNED BY: CHECKED BY: EJV

WATERLINE EASEMENT
SABINE PASS LIQUEFACTION, LLC
PLEASURE ISLAND
PORT ARTHUR, JEFFERSON COUNTY, TEXAS

TEXAS REGISTERED ENGINEERING FIRM F-16194
TEXAS REGISTERED SURVEYING FIRM 10194049

AWC Engineering Surveying Planning
Alexander Wilson & Cole
2901 Turtle Creek Drive Suite 320 - Port Arthur, TX 77642
Office: 409-724-7083 - Fax: 409-724-1447 - www.awcengr.com



LEGEND

- ⚠ FOUND TXDOT MONUMENT AS SHOWN
- ○ SET 1/2" STEEL ROD WITH YELLOW PLASTIC CAP MARKED "AWC LLC"
- POC POINT OF COMMENCING
- POB POINT OF BEGINNING

NOTES:

SEE ACCOMPANYING DESCRIPTION

DIMENSIONS INDICATED HEREON ARE BASED UPON G.P.S. SURVEYING, TIED TO THE TRIMBLE RTK NETWORK, REFERENCED TO THE (NAD 1983) TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204).

METES AND BOUNDS DESCRIPTION

BEING A 0.072 ACRE TRACT OF LAND IN THE DENNIS GAHAGAN LEAGUE, ABSTRACT 123 AND BEING A PORTION OF THAT CERTAIN TRACT OF LAND (CALLED "13.497 ACRES") DESCRIBED IN THAT CERTAIN INSTRUMENT TO JEFFERSON COUNTY, TEXAS OF RECORD UNDER CLERK'S FILE NO. 200014412 OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

FOR LOCATIVE PURPOSES COMMENCING A TXDOT MONUMENT FOUND IN THE SOUTH RIGHT-OF-WAY LINE OF TEXAS STATE HIGHWAY 82, A POINT OF INTERSECTION IN THE NORTH LINE OF SAID "13.497 ACRE" TRACT OF LAND, SAID MONUMENT HAVING A STATE PLANE COORDINATE VALUE OF N 13,860,347.50 AND E 3,585,618.89;

THENCE NORTH 77 DEG. 22 MIN. 02 SEC. EAST, ALONG AND WITH THE SAID SOUTH RIGHT-OF-WAY LINE, A TOTAL DISTANCE OF 197.51 FEET TO A 1/2" STEEL ROD WITH YELLOW PLASTIC CAP MARKED "AWC LLC" SET FOR THE NORTHWEST CORNER AND POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND, SAID CORNER HAVING A STATE PLANE COORDINATE VALUE OF N 13,860,390.63 AND E 3,585,811.62;

THENCE CONTINUING NORTH 77 DEG. 22 MIN. 02 SEC. EAST, ALONG AND WITH THE SAID RIGHT-OF-WAY LINE, A TOTAL DISTANCE OF 49.58 FEET TO A TXDOT MONUMENT FOUND FOR AN ANGLE POINT CORNER OF THE HEREIN DESCRIBED TRACT OF LAND, SAID CORNER HAVING A STATE PLANE COORDINATE VALUE OF N 13,860,401.54 AND E 3,585,860.00;

THENCE NORTH 72 DEG. 00 MIN. 40 SEC. EAST, CONTINUING ALONG AND WITH THE SAID RIGHT-OF-WAY LINE, A TOTAL DISTANCE OF 7.59 FEET TO A 1/2" STEEL ROD WITH YELLOW PLASTIC CAP MARKED "AWC LLC" SET FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND, SAID CORNER HAVING A STATE PLANE COORDINATE VALUE OF N 13,860,403.88 AND E 3,585,867.22;

THENCE SOUTH, OVER AND ACROSS SAID 13.497 ACRES TRACT OF LAND, A TOTAL DISTANCE OF 62.98 FEET TO A 1/2" STEEL ROD WITH YELLOW PLASTIC CAP MARKED "AWC LLC" SET FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND, SAID CORNER HAVING A STATE PLANE COORDINATE VALUE OF N 13,860,340.91 AND E 3,585,867.22;

THENCE WEST, CONTINUING OVER AND ACROSS SAID 13.497 ACRES TRACT OF LAND, A TOTAL DISTANCE OF 55.60 FEET TO A 1/2" STEEL ROD WITH YELLOW PLASTIC CAP MARKED "AWC LLC" SET FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND, SAID CORNER HAVING A STATE PLANE COORDINATE VALUE OF N 13,860,340.91 AND E 3,585,811.62;

THENCE NORTH, CONTINUING OVER AND ACROSS SAID 13.497 ACRES TRACT OF LAND, A TOTAL DISTANCE OF 49.72 FEET RETURNING BACK TO THE POINT OF BEGINNING AND CONTAINING A TOTAL AREA OF 0.072 ACRE OF LAND, MORE OR LESS.

TOGETHER WITH TEMPORARY WORKSPACE EASEMENTS CONTAINING 0.649 ACRE OF LAND, 0.085 ACRE OF LAND AND 0.114 ACRE OF LAND, MORE OR LESS.

TOGETHER WITH PARK ROAD (TO BE USED FOR NON-EXCLUSIVE TEMPORARY CONSTRUCTION ACCESS).

PLAT OF PROPERTY

I CERTIFY THAT THIS IS A PLAT OF A TRACT OF LAND IN THE DENNIS GAHAGAN LEAGUE, ABSTRACT 123, JEFFERSON COUNTY, TEXAS, FOR A METER AND PUMP STATION EASEMENT.

STATE OF TEXAS REGISTERED E.JAMES VERRETT 1781 PROFESSIONAL LAND SURVEYOR

E. James Verrett — October 09, 2014

E. JAMES VERRETT — DATE
R.P.L.S. NO. 1781

SHEET 1

NO.	DATE	REVISION	APPROV.
1			
2			
3			
4			

DATE: OCTOBER 9, 2014 | SCALE: 1" = 20' | DRAWN BY: BJB | CHECKED BY: EJV
JOB NO.: DPA-665 | TECHNICIAN:

METER & PUMP STATION EASEMENT
CITY OF PORT ARTHUR
JEFFERSON COUNTY, TEXAS

TEXAS REGISTERED ENGINEERING FIRM F-10194
TEXAS REGISTERED SURVEYING FIRM 10194049

Arceneaux Wilson & Cole
AWC Engineering Surveying Planning
2901 Turtle Creek Drive Suite 320 • Port Arthur, Texas 77642
Office: 409-724-7888 • Fax: 409-724-1447 • www.awcengr.com

AGENDA ITEM **November 17, 2014**

Consider, possibly approve and authorize the County Judge to execute a Permanent Easement between Jefferson County, Texas and Sabine Pass Liquefaction LLC for a waterline pipeline easement at Walter Umphrey State Park, Mesquite Point.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

PERMANENT EASEMENT AGREEMENT

This Permanent Easement Agreement ("Agreement"), dated _____, is between Jefferson County, whose mailing address is **1149 Pearl Street, Beaumont, Texas 77701-3321** (hereinafter referred to as "Grantor", whether one or more), and **Sabine Pass Liquefaction LLC.,**, whose mailing address is 700 Milam Suite 800, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby does forever GRANT, BARGAIN, SELL and CONVEY unto Grantee a non-exclusive free and unobstructed permanent easement as described in **Exhibit "A"** and **Exhibit "B"** in order to construct, operate and maintain two (2) water pipelines, not to exceed twenty-four inches (24") in nominal pipe diameter (the "Pipeline") and any appurtenant facilities in, over, through, across, under, and along land owned by the Grantor described in the attached **Exhibits "A" and "B"** (the "Permanent Easement"), attached hereto.

Grantor also hereby GRANTS, BARGAINS, SELLS and CONVEYS unto Grantee a temporary construction easement and additional temporary workspace immediately adjacent to the Permanent Easement area (collectively, the "Temporary Easement"), at such locations as substantially shown on the attached **Exhibits "A and "B",** in order to construct the Pipeline in, over, through, across, under, and along the property , and to otherwise exercise the rights granted to Grantee provided herein. The term of the Temporary Easement shall be for a period to extend twelve (12) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Easement prior to the twelve (12) month period and so states in writing, then the Temporary Easement shall immediately terminate. All rights, duties and/or obligations arising by or under this Agreement shall only apply to the Temporary Easement while same is in effect. The Permanent Easement and Temporary Easement (collectively, the "Easements") lie and are located in lands owned by Grantor described as follows:

> 1.857 acres tract of land in the Dennis Gahagan League, Abstract 123 and being a portion of that certain tract of land (called 13.497 acres) described in that certain instrument to Jefferson County, Texas of record under Clerk's File No. 200014412 of the Official Public Records of said County and which is more particularly described on Exhibits A and B attached hereto and incorporated herein.

It is further agreed as follows:

1. The right to use the Easements shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, surveying, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of water, together with above- and below-ground appurtenances as may be necessary or desirable for the operation of the Pipeline.

2. Grantee shall bury the Pipeline to a minimum depth of forty-eight inches (48") below the surface of the ground and any then-existing drainage ditches, creeks and roads, except at those locations where rock is encountered, the Pipeline may be buried at a lesser depth.

3. Grantee shall have the right to select the exact location of the Pipeline within the Permanent Easement. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills to ensure proper lateral and subjacent support for and drainage for the Pipeline and appurtenant facilities related to this pipeline project.

4. The consideration paid by Grantee in this Agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's remaining property and for reasonably anticipated damages caused to the surface of Grantor's lands within the Easements during the initial construction of the Pipeline and related facilities. The consideration includes Grantee's provision of construction materials necessary to construct a parking lot located at the Walter Umphrey State Park Keith Lake Unit to comply with a drawing prepared by the Jefferson County Engineering Department. Grantee will provide materials which will include: 1) 17624 S.Y of BX 1300 Geogrid, 2) 2937 C.Y. of flexible base 6" thick, 3)17624 S.Y. of chip Seal surfacing (2 layers of ½" thick, 18329 gallons of CRSl-2P asphalt emulsion, 441 tons of Aggregate (1/2" sieve size), 4) 64 each Timber Bollards (assume 6" diameter x 8.) The initial consideration includes all damages to Grantor (or, if leased, to Grantor's tenant) caused to trees currently growing on the Easements. The initial consideration does not cover any damages which may accrue after initial construction of the Pipeline to Grantor's other lands or the Permanent Easement from time to time by reason of the operation, maintenance, repair, alteration and/or servicing of the Pipeline, or any other damages for loss, injury, or death of Grantor's (or, if leased, to Grantor's tenant's), injury or death is due to Grantee's exercise of any right under this Agreement. Grantee shall pay Grantor for any and all other such reasonable damages promptly as they may accrue.

5. Grantee shall have the right of unimpaired ingress, egress, entry and access in, to, through, on, over, under, and across the Easements and where same intersects any public road or public right-of-way or other easement to which Grantee has the right to access and along any roads designated by Grantor, for any and all purposes necessary and/or incident to the exercise by the Grantee of the rights granted to it by this Agreement. Grantee shall promptly repair any damage to Grantor's roads caused by Grantee so as to maintain the roads in as good or better condition as existed prior to use by Grantee.

6. Grantee will, insofar as reasonably practicable, level, re-grade and reseed the ground disturbed by Grantee's use of the Easements and will construct and maintain soil conservation devices on the Easements immediately after the initial disturbance of the soil and maintain throughout construction as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from construction of the Pipeline.

7. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor may not use any part of the Easements if such use may damage, destroy, injure, and/or interfere with Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee. Without limiting the foregoing, Grantor is expressly not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct any temporary or permanent building or site improvements; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above- or below-ground obstruction that may interfere with the purposes for which the Easements are being acquired may be placed, erected, installed or permitted upon the Easements without the written permission of Grantee. Grantor's authorized uses may include, but shall not be limited to a parking lot, open space, set-back, density, street and roadway purposes; provided that Grantor shall not construct any improvements on the Permanent Easement that would unreasonably interfere with Grantee's exercise of the rights herein conveyed. Grantor is permitted, after review and written approval by Grantee, to construct, reconstruct or maintain any and all streets, roads and utilities (including, but not limited to, water, sewer, gas, electric, cable TV, telephone or other utility lines) at any angle of not less than forty five (45) degrees to Grantee's Pipeline over and across the Permanent Easement at such place or places as Grantor may select which do not damage, destroy or alter the operation of the Pipeline and its appurtenant facilities and provided that all of Grantee's required and applicable spacing, including depth separation limits and other protective requirements (including Cathodic protection) are met by Grantor. The use of the Permanent Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Permanent Easement. Grantor must notify Grantee in writing of its intention to install any such encroachments. In the event the terms of this paragraph are violated, Grantor shall have thirty (30) days in which to eliminate such violation upon receipt of written notice from Grantee, except in case of emergency when Grantee shall have the right to immediately correct or eliminate such violation without liability to Grantor for damages.

8. Grantee has the right to mow the Permanent Easement and to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with the operation of the Pipeline, to remove possible hazard thereto and to comply with governmental regulations, and the right to remove or prevent the construction of, any and all buildings, structures,

reservoirs or other obstructions on the Permanent Easement which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the Pipeline and appurtenant facilities or conflict with governmental regulations. All trees, brush and other debris caused by construction shall be burned and/or chipped and spread on the Easements or removed to an authorized disposal site. Grantee shall select the method of disposal. Grantee shall not be liable for damages to any tree, brush or tree limbs upon the permanent easement as a result of its exercise of its rights under this paragraph.

9. Grantor shall retain all the oil, gas, and other minerals in, on and under the Permanent Easement; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Permanent Easement, but it will be permitted to extract the oil and other minerals from and under the Permanent Easement by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Permanent Easement for the purposes for which the permanent easement is being sought by Grantee.

10. Grantee shall have the right to remove any fence which now crosses or may cross the Easements during initial construction of the Pipeline. Prior to cutting any fence, however, Grantee shall brace the existing fence to be cut adequately on both sides of the proposed cut by suitable H-braces to prevent the remainder of the fence from sagging. Before the fence wire is cut, it is to be attached to the posts in a manner that there will be no slackening of or damage to the wire. Each such wire gap is to be reinforced so as to be strong enough to prevent livestock from passing through same. Upon completion of initial construction operations, each wire gap will be removed and a permanent gate installed, which gate shall, to the extent reasonably practicable, be constructed out of similar or better grade materials than already used for existing gates on the property. Upon completion of initial construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee will restore all fences cut during construction as nearly as possible to as good, or better, condition as they were prior to the construction of the Pipeline. Each entry and exit gate shall be securely closed and locked, except when Grantee or its authorized personnel are actually passing through same, so that cattle, horses and/or other livestock located on the remainder portion of Grantor's property cannot stray from the fenced pastures. Grantee and Grantor shall have the right to install locks on the gates so as to allow access to each party.

11. Grantee agrees that, after completion of initial construction or in the event Grantee's operation, maintenance, repair, alteration and/or servicing of the Pipeline disturbs the surface of the Permanent Easement, Grantee will restore the surface of the Permanent Easement, as much as is reasonably practicable, to the condition that existed prior to such use of the Permanent Easement, except to the extent that the surface may be permanently modified by such construction, maintenance, repair, alteration and/or servicing of the Pipeline. Grantee shall restore any surface area of the Temporary Easement disturbed during initial construction, as much as is reasonably practicable, to the condition that existed immediately preceding Grantee's use of the Temporary Easement, except to the extent that the surface may be permanently modified by Grantee's permitted use of the Temporary Easement as set forth in this Agreement.

12. The undersigned warrant that he/she/they/it is/are the owner(s) of the property herein described and have authority to execute this Agreement on behalf of the parties to this Agreement.

13. Cathodic protection test stations, if necessary for the operation of the Pipeline, as determined by Grantee, may be placed by Grantee at the junction of the Permanent Easement and the fence lines on Grantor's property and at any other location required by law.

14. The rights granted to Grantee in this Agreement may be assigned, in whole or in part, to one or more assignees, in which event Grantor acknowledges and agrees that the assignee shall succeed to the rights and obligations of Grantee to the extent conveyed in such assignment. The Permanent Easement shall be perpetual.

15. This Agreement shall be interpreted in accordance with the laws of the state of Texas and all applicable federal laws (without regard to any conflicts-of-law rule or principle that would require the application of same to the laws of another jurisdiction).

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon their respective heirs, representatives, successors and assigns. Facsimile signatures shall be deemed as an original signature by the enforcing party, but Grantor shall deliver at least one (1) original signature to Grantee for recording purposes.

17. This Agreement contains the entire agreement and supersedes any and all prior oral understandings and/or agreements, if any, concerning the subject of the Agreement. Grantor confirms and agrees that Grantor has been made no promise or agreement by Grantee or any agent of Grantee that is not expressed or referenced specifically within the Agreement in executing the Agreement, that Grantor is not relying upon any statement or representation of Grantee or any agent of Grantee and that Grantor's execution of this Agreement is free and voluntary; this Agreement may not be modified or amended except on or after the date hereof by a writing signed by the other party against whom such modification or amendment is to be enforced and no party shall be liable or bound to any other party in any manner except as specifically set forth herein.

18. Any and all notices to which the parties shall be entitled hereunder or under any law, statue, rule, regulation, order, ordinance or policy of any governmental agency or entity having jurisdiction of the subject matter for which this Agreement is granted, shall be deemed delivered when the same has been placed in the U.S. Mail in a properly stamped envelope or other appropriate mail container, addressed to the addresses shown above, bearing the adequate amount of postage to result in delivery of same to the address shown thereon, and sent by certified mail, return receipt requested, to the party to whom such notice is given. In the alternative, either party may give such notice by United Parcel Service (UPS), Federal Express or other similar national expedited mail service guaranteeing not later than two (2) day delivery of any such letter or notice to the addresses provided for herein. Grantor and Grantee designate the following persons, addresses and telephone numbers for all notices and information. Such persons, addresses, and telephone numbers may be changed by the respective party by delivering written notice of such change to the other party.

19. The location of the permanent Easement, as determined by Grantee, shall be within the approximate area described in Exhibit A and B, unless otherwise agreed in writing by Grantor. Grantor does hereby authorize Grantee to file an as built plat of record describing the final location of the centerline of the permanent Easement and the related workspace. If Grantee requires additional work space and/or easement or the final survey of the Easements increases the size of the Easements, then an additional payment shall be made to the Grantor on a pro rata basis. If the final survey does not increase the size of the Easements or include additional work space/easements, then Grantor shall retain all funds paid to it by Grantee with no refund required.

20. Grantor and Grantee shall execute and deliver any instruments and documents and take such action as may be necessary or reasonably requested or required by the other party to give full force and effect to this Agreement and to carry out its intent.

21. If, at any time after five years from the date hereof, Grantee should abandon all of the rights granted herein for said Pipeline and appurtenances constructed upon said land and if such abandonment should continue for a continuous twenty-four (24) month period, this Agreement shall ipso facto terminate and revert to Grantor, his heirs, legal representatives, and assigns, provided, however, such time shall be extended for such period of time that Grantee is unable to exercise his rights granted hereunder because of Force Majeure. Force Majeure shall be any event beyond the reasonable control of Grantee in the exercise of due diligence. Grantee shall have the right for two years following any termination of this Agreement to remove its pipe, valves and all other property. Following the expiration of such period, any such property remaining on said land shall be and become the property of Grantor.

22. GRANTEE SHALL DEFEND, INDEMNIFY, PROTECT AND HOLD HARMLESS GRANTOR, GRANTOR'S HEIRS, SUCCESSORS, ASSIGNS, TRANSFEREES, EMPLOYEES, AGENTS, LESSEES, CONTRACTORS, SUBCONTRACTORS, AS WELL AS TRUSTEES, BENEFICIARIES, RELATIVES, PARTNERS, OFFICERS, DIRECTORS AND RELATED OR AFFILIATED ENTITIES(THE "INDEMNIFIED PARTIES")FROM ANY AND ALL LIENS, CLAIMS, DEMANDS, COSTS (INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ACCOUNTANT'S FEES, ENGINEER'S FEES, CONSULTANT'S FEES AND EXPERT'S FEES), EXPENSES, DAMAGES, LOSSES AND CAUSES OF ACTION FOR DAMAGES (COLLECTIVELY, "LOSSES") BECAUSE OF INJURY TO PERSONS (INCLUDING DEATH) AND INJURY

OR DAMAGE TO OR LOSS OF ANY PROPERTY OR IMPROVEMENTS ARISING FROM OR CAUSED BY THE ACTS AND/OR OMISSIONS OF GRANTEE, EXCEPT TO THE EXTENT SUCH LOSSES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF GRANTEE .

GRANTEE SHALL ALSO INDEMNIFY, DEFEND AND HOLD HARMLESS GRANTOR, GRANTOR'S HEIRS, SUCCESSORS, ASSIGNS, TRANSFEREES, EMPLOYEES, AGENTS, LESSEES, CONTRACTORS, SUBCONTRACTORS, AS WELL AS TRUSTEES, BENEFICIARIES, RELATIVES, PARTNERS, OFFICERS, DIRECTORS AND RELATED OR AFFILIATED ENTITIES FROM AND AGAINST ANY LOSSES ARISING FROM THE IMPOSITION OR RECORDING OF A LIEN BY THROUGH, OR UNDER GRANTEE FROM AND/OR IN CONNECTION WITH OR RESULTING FROM GRANTEE'S OPERATIONS ON GRANTOR'S LANDS, THE INCURRING OF COSTS OF REQUIRED REPAIRS, CLEAN UP, OR DETOXIFICATION AND REMOVAL UNDER ANY HAZARDOUS MATERIAL LAW WHICH MAY RESULT FROM GRANTEE'S ACTS OR OMISSIONS ON GRANTOR'S LANDS. GRANTEE IS NEITHER AN AGENT NOR AN EMPLOYEE OF GRANTOR, AND GRANTOR SHALL HAVE NO RESPONSIBILITY TO INSPECT OR OVERSEE GRANTEE'S OPERATIONS NOR TO INDEMNIFY OR CORRECT ANY POTENTIALLY HARMFUL, DANGEROUS OR DAMAGING CONDITIONS. IN THE EVENT THAT GRANTEE'S OPERATIONS RESULT IN A VIOLATION OF ANY RULES AND REGULATIONS OF ANY STATE OR FEDERAL REGULATORY AUTHORITY, GRANTEE AGREES TO SATISFY THE REQUIREMENTS OF SUCH AGENCY AND PROVIDE GRANTOR WITH A CERTIFICATE FROM SUCH AGENCY REFLECTING THAT GRANTEE HAS SATISFIED THE REQUIREMENTS OF SUCH AGENCY OR A LETTER EVIDENCING THAT NO FURTHER ACTION IS REQUIRED.

SPECIFICALLY EXCLUDED FROM THE FOREGOING INDEMNITIES IS ANY CLAIM FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OR ANY CLAIM FOR THE DISCOVERY OF ADVERSE ENVIRONMENTAL CONDITIONS NOT CAUSED BY THE ACTS OR OMISSIONS OF THE INDEMNIFIED PARTIES.

TO HAVE AND TO HOLD the rights, privileges and authority hereby granted unto the Grantee, its successors and assigns, forever, and Grantor does hereby agree to warrant and defend said Easements unto Grantee, its successors and assigns. This Agreement and all of its terms, provisions and obligations shall be covenants running with the land affected thereby and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective heirs, executors, administrators, successors and assigns.

[Signature Page(s) Follow]

EXECUTED this _____ day of _____, 2014.

GRANTOR:

Jefferson County
By: _____
Name: _____
Title: _____

STATE OF _____ §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared_____ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this_____ day of _____ 2014

_____
Notary Public in and for the State of _____

_____
Print Name of Notary Public

My Commission Expires: _____

Sabine Pass Liquefaction LLC

By: _____
Name:
Title:

STATE OF _____ §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared_____ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this_____ day of _____ 2014

_____
Notary Public in and for the State of _____

_____
Print Name of Notary Public

My Commission Expires: _____

PLEASE RETURN RECORDED ORIGINAL TO:

SABINE PASS LIQUEFACTION, LLC
700 Milam Suite 800
Houston, Texas 77002

EXHIBIT "A"

EXHIBIT “B”

Arceneaux Wilson & Cole
AWC Engineering Surveying Planning

Arceneaux Wilson & Cole LLC

Consulting Engineers

2901 Turtle Creek Drive, Suite #320 Port Arthur, TX 77642
Phone: 409-724-7888 Fax: 409-724-1447
www.awceng.com

OCT 2014
Received
Jefferson County
Engineer's Office

LETTER OF TRANSMITTAL

DATE: **October 14, 2014**

PROJECT NO.: **CHE-040**

TO: **Jefferson Co. Engineering**
1149 Pearl Street, 5th Floor
Beaumont, TX 77701

ATTENTION: **Mr. Don Rao**

RE: **Pleasure Island Horizontal Directional Drill**

WE ARE SENDING YOU ☐ **Attached** ☐ **Under Separate Cover** **Via:** Hand Delivery **The following items:**

☐ Memo ☐ Monthly Invoice ☑ Plans ☐ Construction Documents

☑ Letter ☐ Change Order No.___ ☐ Form ☑ Other Application/Easements

COPIES	DATE	DESCRIPTION
1	10-14-14	Cover Letter
1	10-14-14	Pipeline Permit Application
1	10-14-14	Easement fro City of Port Arthur Meter Station
1	10-14-14	Easement for 12" and 24" Waterlines
1	10-14-14	Construction Plans for 12" and 24" Waterline

THESE ARE TRANSMITTED **as checked below:**

☑ For approval ☐ Approved as submitted ☐ Resubmit ____ copies for approval

☐ For your use ☐ Approved as noted ☐ Submit ____ copies for distribution

☐ As requested ☐ Returned for corrections ☐ Submit ____ corrected prints

☐ For review and comment Execute and return original

RECEIVED BY: _____

COMMENTS:

COPY TO: _____

SIGNED: Stephanie Morrell

ARCENEAUX WILSON & COLE LLC

Engineering • Surveying • Planning

October 14, 2014

Mr. Don Rao
Director
Jefferson County Engineering
1149 Pearl Street
Beaumont, Texas 77701

RE: PIPELINE PERMIT APPLICATION

Dear Don,

Attached is the Jefferson County Pipeline Permit Application for the Sabine Pass Liquefaction 12" and 24" Waterlines that will cross Walter Umphrey State Park, Mesquite Point Unit. Included with the permit application is a metes and bounds description of the easements for the 12" and 24" waterlines and the easement for the City of Port Arthur Meter Station. Also included is a complete set of construction drawings for the for the 12" and 24" waterlines.

In our previous meetings it was indicated that the Jefferson County would accept participation in construction of a parking lot at Walter Umphrey State Park Keith Lake Unit by Sabine Pass Liquefaction as compensation for the easements required for the 12" and 24" waterlines and the City of Port Arthur Meter Station. On behalf of Sabine Pass Liquefaction we propose to provide the following construction materials as our participation in the construction of the parking lot located at Walter Umphrey State Park Keith Lake Unit.

The materials we would provide will include: (values are approximate and based on proposed parking lot drawing provided by Jefferson County Engineering.)

1. 17624 S.Y. of BX1300 Geogrid.
2. 2937 C.Y. of Flexible Base 6" thick.
3. 17624 S.Y. of Chip Seal surfacing (2 layer of ½" thick).
    a. 18329 gal of CRS-2P Asphalt Emulsion.
    b. 441 tons of Aggregate (1/2" Sieve Size).
4. 64 ea. Timber Bollard (Assume 6" Dia. x 8').

Arceneaux Wilson & Cole
AWC
Engineering
Surveying
Planning

We request that these items be incorporated into the easement documentation prepared by Jefferson County as compensation for the requested easements. We also request that the time frame for completion of the construction be extended to a period of one year (1) after issuance of the permit and that the easement be provided for perpetuity. In addition, we request that Jefferson County prepare a draft of the easement documentation for our review prior to action by Commissioners Court. Should you have any questions or require additional information please call or email me at Joe.Wilson@awceng.com, or if you prefer we would be happy to meet with you to discuss.

Sincerely,
Arceneaux Wilson & Cole LLC
F-16194

Joe M. Wilson, Jr., PE
President

Cc: Randy Parr, Sabine Pass Liquefaction, LLC
Kirby Ducayet, Sabine Pass Liquefaction, LLC

Attachments:
Jefferson County Permit Application
Easement for CPA Meter Station
Easement for 12" and 24" Waterlines
Construction plans for 12" and 24" Waterline

Rev. 2011

PIPELINE PERMIT POLICY

GENERAL REQUIREMENTS

Who Must Apply

Any person company, corporation, excluding public utilities or common carrier pipelines serving the public, but including pipeline common carriers laying a parallel line closer than fifteen feet (15') to any improved section of the right-of-way, desiring to place utility or pipelines in or above the rights-of-way of public roads in Jefferson County shall obtain a permit from Jefferson County Commissioners' Court for the construction, operation and maintenance of said line. The permitee shall comply with all rules, regulations, principles, and specifications herein contained an only other subsequently adopted by the Jefferson County Commissioners' Court prior to issuance of the permit.

Application

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

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 permitee shall notify the County Engineer in writing of the emergency repairs effected, detailing the repairs and the reasons immediate action was required.

Time Limits

The permitee is allowed three months from the granting of the permit to start construction. Once started, the permitee is allowed three months to complete all work. All construction must be completed within six (6) months from the date of issuance. Upon application, the Jefferson County Commissioners' Court may grant extensions.

Such applications for extensions must be received by the Court at least thirty days before the expiration of the six-month period. A new permit fee will be charged for each extension. Permit is issued for a period of twenty-five (25) years at which time the permit must be renewed.

Work Order

Permitee may not start construction until a Work Order from the Jefferson County Engineering Department has been issued. If this requirement is violated, permit will become null and void.

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 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 pipeline installed by the permi5ee ever be found to interfere with the construction, maintenance or repair of any public road or future public road, the permitee shall, upon the request of the Commissioners' Court, or the County Engineer, promptly change or alter such installation, at its own expense, in such a manner that the same no longer interferes with such construction, maintenance or repair.

No pipeline shall ever be installed in such a way or manner that it interferes with the use of a public road for vehicular or pedestrian traffic, nor such that it interferes with any drainage now or hereafter affected on or along any such road.

No pipeline shall ever be installed in such a way or manner as to constitute a danger or hazard, or to become a nuisance to any person.

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.

Should Grantee abandon or cease to use the Permanent Easement for the purposes herein granted for a period of twenty-four (24) consecutive months or longer, then the lands covered by this Easement Agreement shall revert to Grantor, its successors or

assigns, without the necessity of Grantee executing a conveyance or release of same.

Responsibility for Repairs

The permitee, 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 permitee.

In any case in which the pubic welfare demands immediate action to remedy conditions arising out of the actions or inactions of the permitee and in which it is judged that the permitee cannot provide such immediate action, and in any case in which the permitee has failed to comply with the directions of Commissioners' Court or the County Engineer or his representative, or to comply with the rules, regulations, principles, or specifications contained herein, it shall be the right of Jefferson County to perform all work necessary to remedy such conditions or provide compliance with such directions.

INDEMNIFICATION OF COUNTY

The permitee shall indemnify and hold harmless Jefferson County against any and all liabilities that it may have, or appear to have, to any person whomsoever, by reason of any act or thing, that the permitee, its agents, servants, employees, and contractors may do or cause to be done.

The permitee agrees that Jefferson County will not be liable for any damages to the pipelines incurred during the maintenance or construction on the road rights-of-way.

SPECIFICATIONS

General

The permitee 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 permitee is not in compliance with said rules, regulations, principles, specifications and directions, he will require that the permitee cease all work until such compliance can be obtained by issuance of a "Stop Work Order." Permitee agrees to immediately cease all work not necessary to abatement of hazardous conditions.

The work necessary to abate a hazardous condition shall be at the sole discretion of the County Engineer. Failure of permitee to correct any defect noted in said "Stop Work Order" within the time specified in said order shall be cause for termination of permit held by permitee for such work.

Line Crossing, Method of Placement (See Standard Detail)

Any pipeline crossing a public road, regardless of roadway surfacing or lack thereof, shall be bored, jacked or driven under the roadway ad shall be placed in an iron, steel or other approved casing of approximately the same diameter as the pipeline. Such casing shall extend 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.

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

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

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

Where evidence is presented indicating the impracticality of boring, jacking, or driving the line under the roadway, Commissioners' Court may at its option, grant permission for placement by open cut or 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.

Base The base shall be replaced with crushed limestone base material from 2" below the existing bass to 1" below the existing op of base and compacted to a minimum 95% Proctor density. In no case shall the compacted thickness of the replacement base e less than 6".

c. Surface

1. Dirt, Shell or Gravel Surface The original surface shall be replaced with an equal thickness of shell or gravel, bet 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 e 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.

Lines may be placed by an open cut of the road shoulder. When excavated material from the cut is piled along the cut, the permitee 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.

Inspection Notice

The permitee 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 discontinue for more than 5 working days.

Line Markers

All lines crossing pubic 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 permitee 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 permitee 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 permitee 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.

Permit Fee

The permit fee shall be $100.00 per road crossing and $150.00 per mile of parallel construction or fraction thereof.

ROUTE MAP

Permitee 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.

Permitee 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._____

APPLICATION FOR PIPE LINE PERMIT
(2003 REVISION)

Date: October 14, 2014

HONORABLE COMMISSIONERS' COURT
JEFFERSON COUNTY
BEAUMONT, TEXAS 77701

Gentlemen:

Sabine Pass Liquefaction, LLC (Company) does hereby-made application to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing a pipe line for the distribution of water, location of which is fully described as follows:

22 pages of drawings attached.
Construction will begin on or after November 1, 2014.

It is understood that all work will comply with the requirements of the Pipe Line Policy adopted by Jefferson County Commissioners' Court on _____, and all subsequent revisions thereof to date.

Enclosed, please find the required permit fee:

Please see attached letter for proposed easement compensation.

_____ road crossing @ $100.00	_____	$_____
0.45 miles parallel @ $150.00/mile or fraction	_____	$ 67.50
Total	_____	$ 67.50

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.

~~Permit is issued for a period of twenty-five (25) years, at which time, the permit must be renewed.~~

Company: Sabine Pass Liquefaction, LLC

By: Randy Parr

Title: Vice President – Business Development - Transportation

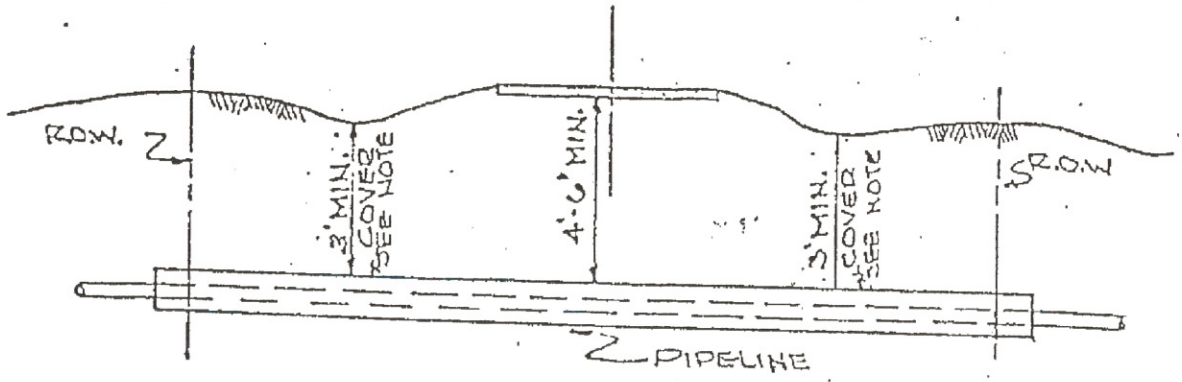
Address: 700 Milam

Suite 800

Houston, TX 77002

Phone No.: (713) 375-5000

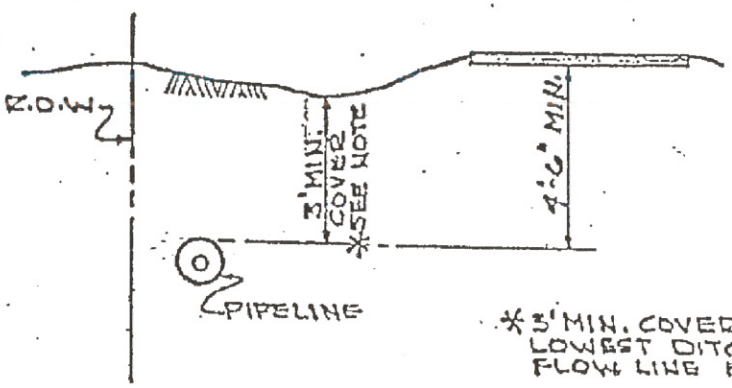
FAX No.: (713) 375-6000



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

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

1. STANDARD PIPELINE CROSSING



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

2. STANDARD PARALLEL LINE

JEFFERSON COUNTY
ENGINEERING DEPARTMENT.
PIPELINE DETAILS (STD.)

ENGINEERING ACTION FORM

The minimum standard bond required is $ PER ATTACHED CONSIDERATIONS

X _____
Director of Engineering

X _____
Date

COMMISSIONERS COURT ORDER

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

COMMISSIONERS COURT

X _____
County Judge

ARCENEAUX WILSON & COLE LLC
Engineering • Surveying • Planning

DESCRIPTION OF A TRACT OF LAND CONTAINING 0.072 ACRE OF LAND, MORE OR LESS, OUT OF THE DENNIS GAHAGAN LEAGUE, ABSTRACT 123 JEFFERSON COUNTY, TEXAS FOR A METER AND PUMP STATION EASEMENT

Being a 0.072 acre tract of land in the Dennis Gahagan League, Abstract 123 and being a portion of that certain tract of land (called "13.497 acres") described in that certain instrument to Jefferson County, Texas of record under Clerk's File No. 200014412 of the Official Public Records of said County and being more particularly described by metes and bounds as follows:

FOR LOCATIVE PURPOSES COMMENCING a TxDoT monument found in the south right-of-way line of Texas State Highway 82, a point of intersection in the north line of said "13.497 acre" tract of land, said monument having a State Plane Coordinate value of N 13,860,347.50 and E 3,585,618.89;

THENCE North 77 deg. 22 min. 02 sec. East, along and with the said south right-of-way line, a total distance of 197.51 feet to a 1/2" steel rod with yellow plastic cap marked "AWC LLC" set for the northwest corner and **POINT OF BEGINNING** of the herein described tract of land, said corner having a State Plane Coordinate value of N 13,860,390.63 and E 3,585,811.62;

THENCE continuing North 77 deg. 22 min. 02 sec. East, along and with the said right-of-way line, a total distance of 49.58 feet to a TxDoT monument found for an angle point corner of the herein described tract of land, said corner having a State Plane Coordinate value of N 13,860,401.54 and E 3,585,860.00;

THENCE North 72 deg. 00 min. 40 sec. East, continuing along and with the said right-of-way line, a total distance of 7.59 feet to a 1/2" steel rod with yellow plastic cap marked "AWC LLC" set for the northeast corner of the herein described tract of land, said corner having a State Plane Coordinate value of N 13,860,403.88 and E 3,585,867.22;

THENCE South, over and across said 13.497 acres tract of land, a total distance of 62.98 feet to a 1/2" steel rod with yellow plastic cap marked "AWC LLC" set for the southeast corner of the herein described tract of land, said corner having a State Plane Coordinate value of N 13,860,340.91 and E 3,585,867.22;

Arceneaux Wilson & Cole
AWC Engineering Surveying Planning

THENCE West, continuing over and across said 13.497 acres tract of land, a total distance of 55.60 feet to a 1/2" steel rod with yellow plastic cap marked "AWC LLC" set for the southwest corner of the herein described tract of land, said corner having a State Plane Coordinate value of N 13,860,340.91 and E 3,585,811.62;

THENCE North, continuing over and across said 13.497 acres tract of land, a total distance of 49.72 feet returning back to the **POINT OF BEGINNING** and containing a total area of 0.072 acre of land, more or less.

TOGETHER WITH TEMPORARY WORKSPACE EASEMENTS containing 0.649 acre of land, 0.085 acre of land and 0.114 acre of land, more or less, as indicated on the accompanying Plat.

TOGETHER WITH Park Road (to be used for non-exclusive temporary construction access)

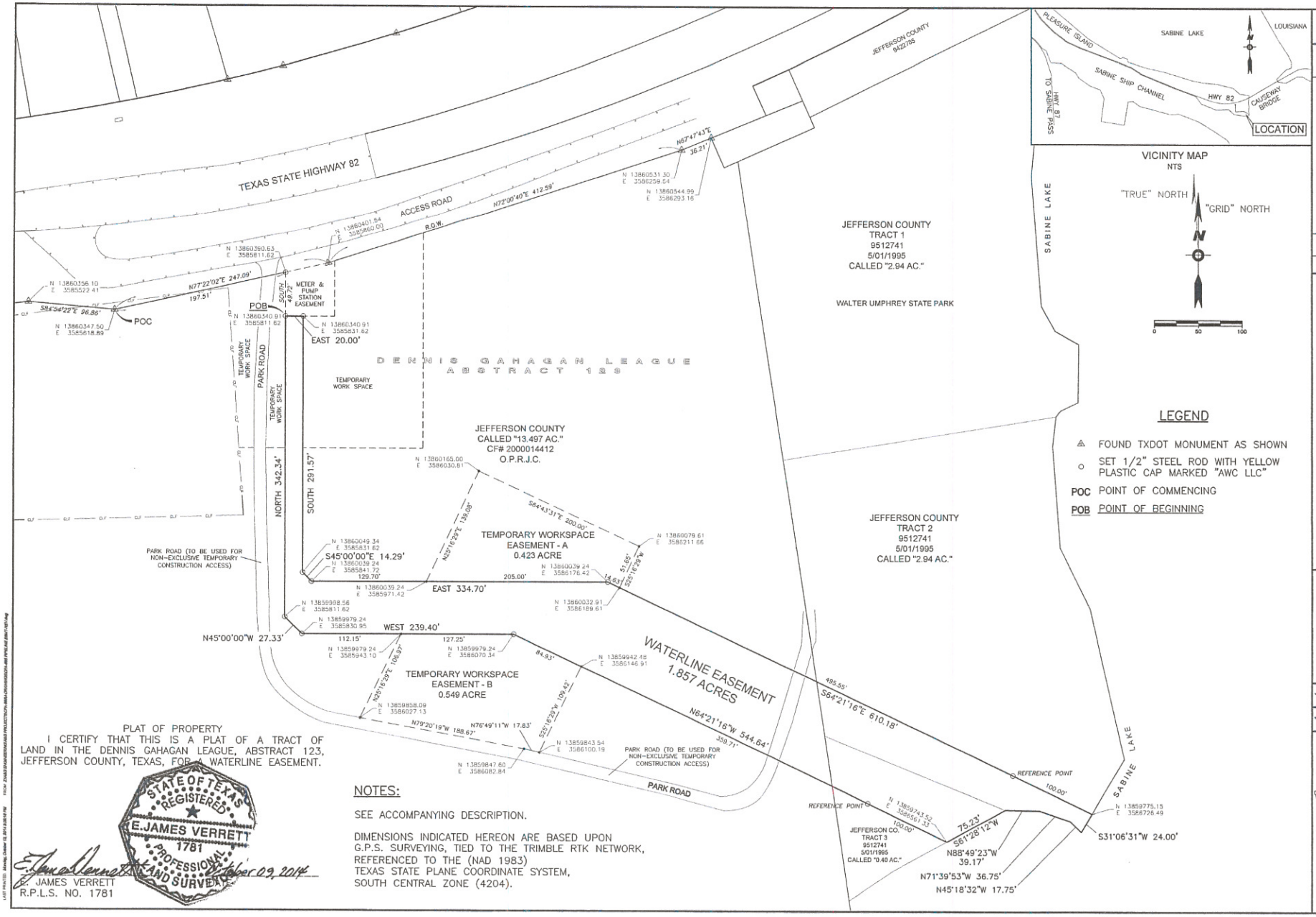
Dimensions indicated hereon are based upon G.P.S. surveying, tied to the Trimble RTK Network, referenced to the (NAD 1983) Texas State Plane Coordinate System, South Central Zone (4204).

NOTE: See accompanying Plat.

Prepared: October 9, 2014

E. James Verrett, R.P.L.S. No.1781

Job No. CPA-665



PLAT OF PROPERTY

I CERTIFY THAT THIS IS A PLAT OF A TRACT OF LAND IN THE DENNIS GAHAGAN LEAGUE, ABSTRACT 123, JEFFERSON COUNTY, TEXAS, FOR A WATERLINE EASEMENT.

STATE OF TEXAS REGISTERED E. JAMES VERRETT 1781 PROFESSIONAL LAND SURVEYOR

E. James Verrett October 09, 2014

E. JAMES VERRETT
R.P.L.S. NO. 1781

NOTES:

SEE ACCOMPANYING DESCRIPTION.

DIMENSIONS INDICATED HEREON ARE BASED UPON G.P.S. SURVEYING, TIED TO THE TRIMBLE RTK NETWORK, REFERENCED TO THE (NAD 1983) TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204).

SHEET 1

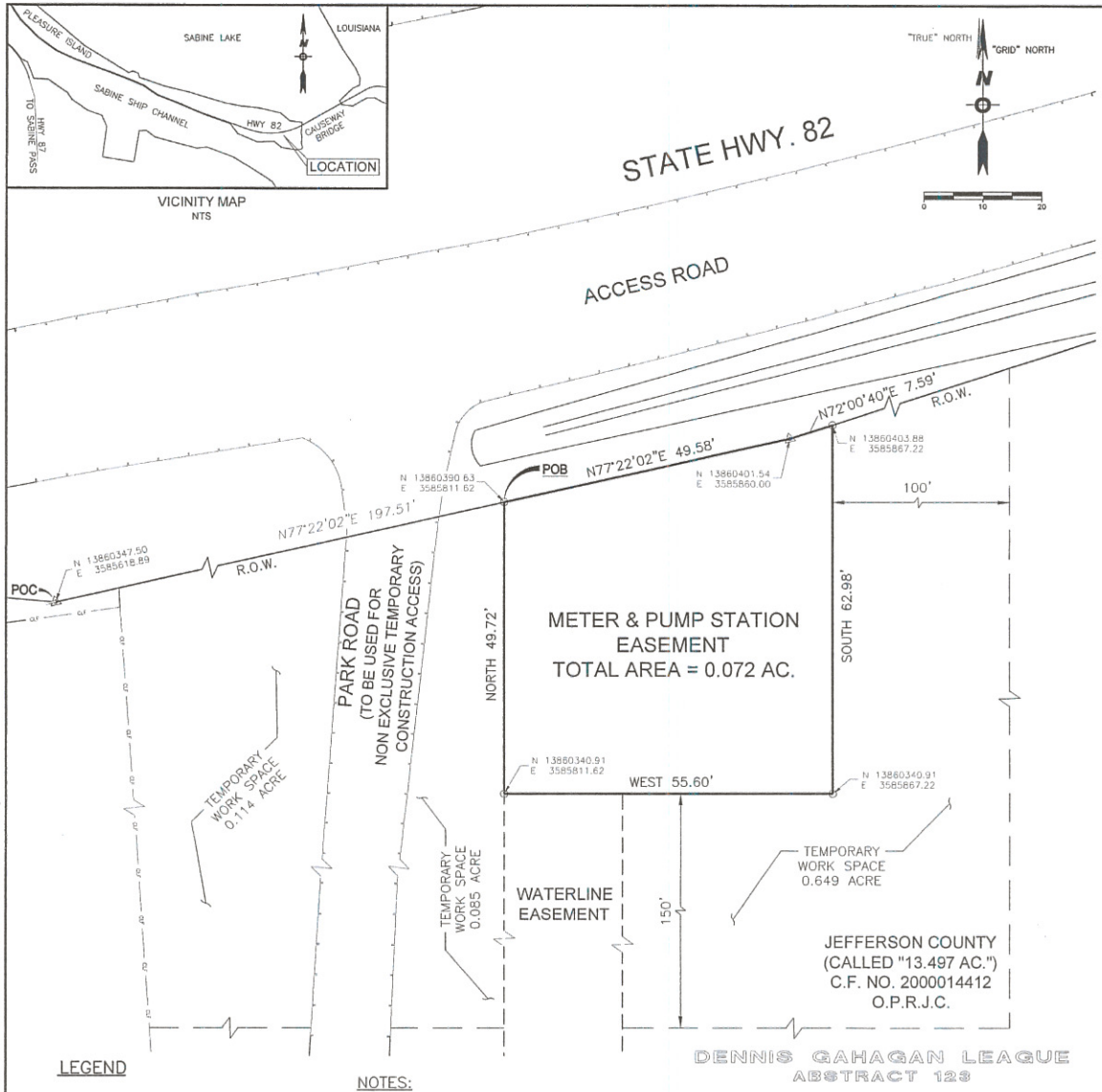
NO.	DATE	REVISION	APPROV.
1			
2			
3			
4			

DATE: OCTOBER 9, 2014 | SCALE: AS SHOWN | DRAWN BY: BJB | CHECKED BY: EJV
JOB NO.: CP-1485 | DESIGNED BY:

WATERLINE EASEMENT
SABINE PASS LIQUEFACTION, LLC
PLEASURE ISLAND
PORT ARTHUR, JEFFERSON COUNTY, TEXAS

TEXAS REGISTERED ENGINEERING FIRM F-10194
TEXAS REGISTERED SURVEYING FIRM 10194049

AWC Engineering Surveying Planning
Arceneaux Wilson & Cole
2901 Turtle Creek Drive, Suite 200, Port Arthur, TX 77642
Office: 409-724-7888 | Fax: 409-724-7447 | www.awcengineering.com



LEGEND

- ⚠ FOUND TXDOT MONUMENT AS SHOWN
- ○ SET 1/2" STEEL ROD WITH YELLOW PLASTIC CAP MARKED "AWC LLC"
- POC POINT OF COMMENCING
- POB POINT OF BEGINNING

NOTES:

SEE ACCOMPANYING DESCRIPTION

DIMENSIONS INDICATED HEREON ARE BASED UPON G.P.S. SURVEYING, TIED TO THE TRIMBLE RTK NETWORK, REFERENCED TO THE (NAD 1983) TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204).

METES AND BOUNDS DESCRIPTION

BEING A 0.072 ACRE TRACT OF LAND IN THE DENNIS GAHAGAN LEAGUE, ABSTRACT 123 AND BEING A PORTION OF THAT CERTAIN TRACT OF LAND (CALLED "13.497 ACRES") DESCRIBED IN THAT CERTAIN INSTRUMENT TO JEFFERSON COUNTY, TEXAS OF RECORD UNDER CLERK'S FILE NO. 200014412 OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

FOR LOCATIVE PURPOSES COMMENCING A TXDOT MONUMENT FOUND IN THE SOUTH RIGHT-OF-WAY LINE OF TEXAS STATE HIGHWAY 82, A POINT OF INTERSECTION IN THE NORTH LINE OF SAID "13.497 ACRE" TRACT OF LAND, SAID MONUMENT HAVING A STATE PLANE COORDINATE VALUE OF N 13,860,347.50 AND E 3,585,618.89;

THENCE NORTH 77 DEG. 22 MIN. 02 SEC. EAST, ALONG AND WITH THE SAID SOUTH RIGHT-OF-WAY LINE, A TOTAL DISTANCE OF 197.51 FEET TO A 1/2" STEEL ROD WITH YELLOW PLASTIC CAP MARKED "AWC LLC" SET FOR THE NORTHWEST CORNER AND POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND, SAID CORNER HAVING A STATE PLANE COORDINATE VALUE OF N 13,860,390.63 AND E 3,585,811.62;

THENCE CONTINUING NORTH 77 DEG. 22 MIN. 02 SEC. EAST, ALONG AND WITH THE SAID RIGHT-OF-WAY LINE, A TOTAL DISTANCE OF 49.58 FEET TO A TXDOT MONUMENT FOUND FOR AN ANGLE POINT CORNER OF THE HEREIN DESCRIBED TRACT OF LAND, SAID CORNER HAVING A STATE PLANE COORDINATE VALUE OF N 13,860,401.54 AND E 3,585,860.00;

THENCE NORTH 72 DEG. 00 MIN. 40 SEC. EAST, CONTINUING ALONG AND WITH THE SAID RIGHT-OF-WAY LINE, A TOTAL DISTANCE OF 7.59 FEET TO A 1/2" STEEL ROD WITH YELLOW PLASTIC CAP MARKED "AWC LLC" SET FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND, SAID CORNER HAVING A STATE PLANE COORDINATE VALUE OF N 13,860,403.88 AND E 3,585,867.22;

THENCE SOUTH, OVER AND ACROSS SAID 13.497 ACRES TRACT OF LAND, A TOTAL DISTANCE OF 62.98 FEET TO A 1/2" STEEL ROD WITH YELLOW PLASTIC CAP MARKED "AWC LLC" SET FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND, SAID CORNER HAVING A STATE PLANE COORDINATE VALUE OF N 13,860,340.91 AND E 3,585,867.22;

THENCE WEST, CONTINUING OVER AND ACROSS SAID 13.497 ACRES TRACT OF LAND, A TOTAL DISTANCE OF 55.60 FEET TO A 1/2" STEEL ROD WITH YELLOW PLASTIC CAP MARKED "AWC LLC" SET FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND, SAID CORNER HAVING A STATE PLANE COORDINATE VALUE OF N 13,860,340.91 AND E 3,585,811.62;

THENCE NORTH, CONTINUING OVER AND ACROSS SAID 13.497 ACRES TRACT OF LAND, A TOTAL DISTANCE OF 49.72 FEET RETURNING BACK TO THE POINT OF BEGINNING AND CONTAINING A TOTAL AREA OF 0.072 ACRE OF LAND, MORE OR LESS.

TOGETHER WITH TEMPORARY WORKSPACE EASEMENTS CONTAINING 0.649 ACRE OF LAND, 0.085 ACRE OF LAND AND 0.114 ACRE OF LAND, MORE OR LESS.

TOGETHER WITH PARK ROAD (TO BE USED FOR NON-EXCLUSIVE TEMPORARY CONSTRUCTION ACCESS).

PLAT OF PROPERTY

I CERTIFY THAT THIS IS A PLAT OF A TRACT OF LAND IN THE DENNIS GAHAGAN LEAGUE, ABSTRACT 123, JEFFERSON COUNTY, TEXAS, FOR A METER AND PUMP STATION EASEMENT.

STATE OF TEXAS
REGISTERED
E. JAMES VERRETT
1781
PROFESSIONAL
LAND SURVEYOR

E. James Verrett — October 09, 2014

E. JAMES VERRETT — DATE
R.P.L.S. NO. 1781

SHEET 1

NO.	DATE	REVISION	APPROV.
4			
3			
2			
1			

DATE: OCTOBER 9, 2014 | SCALE: 1" = 30' | DRAWN BY: BJB
JOB NO.: 014-445 | DESIGNED BY: | CHECKED BY: EJV

METER & PUMP STATION EASEMENT
CITY OF PORT ARTHUR
JEFFERSON COUNTY, TEXAS

TEXAS REGISTERED ENGINEERING FIRM F-16194
TEXAS REGISTERED SURVEYING FIRM 10194049

Alexander Wilson & Cole
AWC Engineering Surveying Planning
2901 Turtle Creek Drive Suite 320 · Port Arthur, Texas 77642
Office: 409-724-7888 · Fax: 409-724-1447 · www.awceng.com

AGENDA ITEM **November 17, 2014**

Consider and possibly approve and authorize the County Judge to execute an Air Monitoring Site Agreement between the Texas Commission on Environmental Quality and Jefferson County to be located at the Jack Brooks Regional Airport.

Fred Jackson

From: Andreger Tolbert [Andreger.Tolbert@tceq.texas.gov]
Sent: Wednesday, November 12, 2014 4:58 PM
To: fjackson@co.jefferson.tx.us; George@co.jefferson.tx.us
Subject: FW: Jefferson County Site Agreement
Attachments: Jefferson County Airport Air Monitoring Site Agreement.docx

Mr. Jackson,

It was very nice speaking with you and I hope that you continue to have a pleasant afternoon. Per our conversation, I am attaching a copy of the updated site agreement for the Jefferson County air monitoring site which is located at the Jefferson County Airport. The sites that have been selected provide the state with valuable information which may be viewed by the public at the following link:

http://www.tceq.texas.gov/airquality/monops/sites/mon_sites.html

This site agreement asks for a five year commitment for the use of the property. Once that 5 year period expires, the agreement will automatically renew for an additional five year period at the end of the term. Please review this document and let me know if you have any questions or if any revisions are needed. Any changes made to this site agreement will need to be approved by our legal department prior to a signature being obtained. It is understood that once you review the agreement, it will be presented at the next session which will be held on November 17, 2014.

Please feel free to contact me if you have any additional questions or concerns.

Thank you for your time,

Andreger Tolbert
Network Coordinator
Ambient Monitoring Section
Texas Commission on Environmental Quality
Phone: (512) 239-3613
Fax: (512) 239-1605

Andreger Tolbert
Network Coordinator
Ambient Monitoring Section
Texas Commission on Environmental Quality
Phone: (512) 239-3613
Fax: (512) 239-1605

Bryan W. Shaw, Ph.D., P.E., *Chairman*
Toby Baker, *Commissioner*
Zak Covar, *Commissioner*
Richard A. Hyde, P.E., *Executive Director*

Texas Commission on Environmental Quality

Protecting Texas by Reducing and Preventing Pollution

Air Monitoring Site Agreement
582-14-45007

The Jefferson County Airport (hereafter the "Licensor") hereby agrees to permit the Texas Commission on Environmental Quality (hereafter the "Licensee" or the "TCEQ") to locate and operate a continuous air monitoring station on land owned by the Licensor at the Jefferson County Airport on Highway 365 in Nederland, Texas (the "Property"). In consideration for such permission, the TCEQ shall provide the Licensor full access, via the TCEQ web page (http://www.tceq.state.tx.us/nav/data/aq-data.html), to the monitoring information gathered by TCEQ from the air monitoring station situated at the Property. The term of this Agreement is five years from the date this Agreement is executed, and at the end of the term, this Agreement automatically renews for additional five-year periods thereafter, unless written notice of Termination is provided by one of the parties.

1. Equipment Site Location at the Property ("the Site")

The equipment is approximately 400 meters away for Highway 365 located on the property of the Licensor, and is no more than 100 yards from the South East Texas Region Planning Commission existing site at this area, as seen in Exhibit A.

2. Air Monitoring Equipment

The proposed method of monitoring is with a continuous air monitoring system housed in an aluminum utility trailer with metal roof plus auxiliary equipment outside the trailer, including a 10-meter weather tower. The station requires approximately 1600 square feet of ground space covered with a site pad (e.g., six inches of limestone). The trailer is environmentally controlled and contains instrumentation as deemed appropriate by the TCEQ as well as peripherals required for the proper operation of the instruments.

3. Provision for Utilities

The TCEQ arranges and pays for phone and electrical installation and service.

4. Occupation of the Station

The station is normally unmanned, except for routine maintenance visits by TCEQ staff, agents or contractors (except for visits described under Section 5, "Right of Access") occurring approximately twice a week.

5. Right of Access

The TCEQ, its employees, agents, and equipment service contractors have the right of ingress and egress to the property, during regular working hours and when issues related to the site arise, including equipment and utility malfunctions and emergencies, at the direction of the Licensor's or its staff maintaining or in possession of the property, subject to the Licensor's property management policies and practices, and not inconsistent with the Licensor's primary use of the Property and other operations incident thereto.

6. Liability and Indemnity

The TCEQ acknowledges that it is not an agent, servant, or employee of the Licensor, and that it is responsible for its own acts and deeds and for those of its agents, servants or employees to the extent provided by the Texas Tort Claims Act, Civ. Rem & Prac. Code ' Title 5 Chapter 101 (Vernon's 2000), provided the legislature appropriates funds to satisfy any such claims. Any provision in this Agreement creating a debt against the State is void ab initio. Further, in no way do the foregoing declarations waive the State's sovereign immunity.

7. Restoration of Property

The TCEQ shall make reasonable repairs and/or replace any property of the Licensor damaged by the TCEQ's operations conducted at the Site, to the extent funds are made available by the Texas Legislature for such purpose. Upon removal of the TCEQ equipment, and at the request of the Licensor, the TCEQ shall restore the Site to the condition it was in prior to the installation of the monitoring equipment, to the extent funds are made available by the Texas Legislature for such purpose. If the Licensor requests that TCEQ leave any items in place, such as the site pad, the Licensor will be solely responsible for the items left in place, in the condition that they are left in place.

8. Equipment to Remain the Property of the TCEQ

All equipment installed at the Site to support TCEQ's air monitoring operations (whether or not said equipment constitutes a fixture under Texas Property Code) shall remain the property of the TCEQ.

9. Notice of Termination

If the Licensor wishes to terminate this Agreement and reclaim possession and use of the Site, the Licensor shall give the TCEQ 45 days written notice of Termination. Under such circumstances, Licensor shall make a reasonable effort to assist TCEQ in locating an alternative Site in the general vicinity. The TCEQ may also terminate this Agreement upon 30 days written notice to the Licensor.

10. Removal of Equipment

Within 60 days of receiving Notice of Termination of this Agreement, the TCEQ shall remove any equipment placed at the Site pursuant to this Agreement.

11. Sovereign Immunity

The Licensor agrees that by entering this Agreement, TCEQ does not waive the State's sovereign immunity relating to suit, liability, and the payment of damages. The parties agree that all claims, suits, or obligations arising under or related to this Agreement are subject and limited to the availability of funds appropriated by the Texas legislature for that respective claim, suit, or obligation.

12. Severability

The fact that a particular provision is held under any applicable law to be void or unenforceable in no way affects the validity of other provisions and the Agreement will continue to be binding on both parties. Any provision that is held to be void or unenforceable will be replaced with language that is as close as possible to the intent of the original provision.

13. Entire Agreement

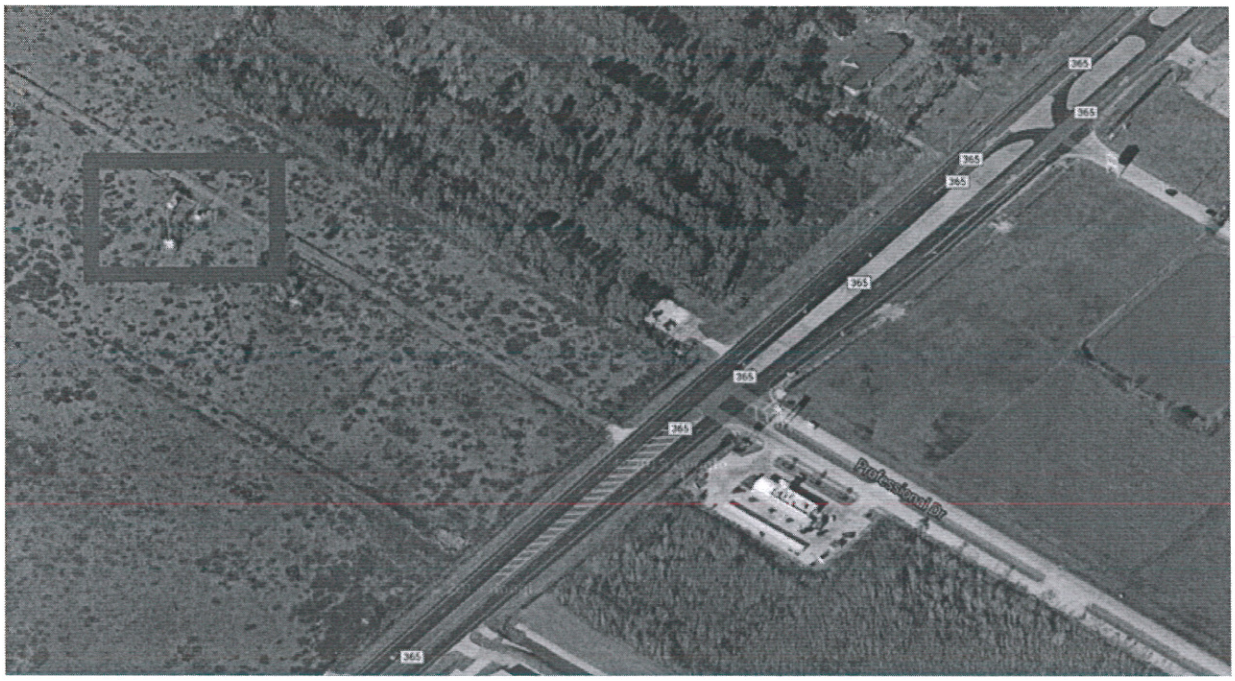
This Agreement constitutes the entire agreement of the parties as to the subject matter contained herein and may not be changed, modified, discharged, or extended except by written instrument duly signed by both of the parties.

IN WITNESS WHEREOF, TCEQ and Licensor have signed this Agreement.

Texas Commission on Environmental Quality	**Licensor**
By:	By:
_____	_____
Signature	Signature
Richard C. Chism	
Printed Name	Printed Name
Director, Monitoring Division	
Title	Title
_____	_____
Date Signed	Date Signed

582-14-45007

Exhibit A



Joleen E. Fregia
Chief Deputy
E-Mail
joleen@co.jefferson.tx.us

Tim Funchess
County Treasurer
1149 Pearl Street – Basement
Beaumont, Texas 77701

Office (409) 835-8509
Fax (409) 839-2347
E-Mail
tfunchess@co.jefferson.tx.us

November 12, 2014

Judge Jeff R. Branick and
Commissioners Court
Jefferson County Courthouse
Beaumont, Texas 77701

Gentlemen:

Enclosed is the Investment Schedule as of October 31, 2014, including interest earnings.

The weighted average yield to maturity on the County's investments is 1.019%. The interest rate on funds invested in an investment account at Wells Fargo is currently .15%.

The 90 day Treasury interest rate on October 31, 2014 was .01% and the interest on your checking accounts for the month of October was .184%

Included in the attached report are the balances for the County's pledged collateral.

This report meets the requirements for investment officers in compliance with the Texas Government Code. Title 10, Section 2256.023.

This should be on the agenda November 17, 2014, to be received and filed.

Sincerely,

Tim Funchess

Tim Funchess, CCT, CIO
Enclosure

Agenda should read:
Receive and File Investment Schedule for October, 2014,
including the year to date total earnings on County funds.

JEFFERSON COUNTY
MONTH END OCTOBER 31, 2014 INVESTMENT SCHEDULE

SECURITY DESCRIPTION	SETTLEMENT DATE	PAR AMOUNT	AMOUNT PAID	PRICE PAID	EXP. YIELD	MATURITY Date	CALL DATE	# Days to mat.	# Days Invested	CUSIP/C.D. NUMBER	BROKER DEALER	CURRENT VALUE	Current Price	ACCRUED FROM PURCHASE/COUPON	Coupon paid TO DATE	BOOK VALUE ACCRUED INT.)
POOLED CASH ACCOUNT																
INVESTMENT ACCT	01-Oct-14	$7,663.38	$7,663.38	100	0.150%	31-Oct-14	NONE	31	31	7580310386	WELLS FARGO	$7,663.38				$7,663.38
CDs and Securities																
FHLMC .85%	30-Dec-13	$2,000,000.00	$2,000,000.00	100	0.850%	30-Dec-16	30-Jun-14	791	1096	3134G4QW1	COASTAL SECURITIES	$2,002,200.00	$100.11	$5,713.89	$8,500.00	$2,007,913.89
FHLMC 1.10%	30-Jun-14	$2,000,000.00	$2,000,000.00	100	1.100%	30-Jun-17	30-Sep-14	973	1096	3134G5AG0	COASTAL SECURITIES	$2,000,000.00	$100.00	$7,394.44	$0.00	$2,007,394.44
FHLB .50%	20-Jun-13	$2,000,000.00	$2,000,000.00	100	0.500%	20-Jun-16	20-Dec-13	598	1096	313383ED9	COASTAL SECURITIES	$1,996,200.00	$99.81	$3,638.89	$10,000.00	$1,999,838.89
FHLMC 0.90%	20-Mar-14	$2,000,000.00	$2,000,000.00	100	0.900%	20-Mar-17	20-Jun-14	871	1096	3134G4WH7	WELLS SECURITIES	$2,000,600.00	$100.03	$2,050.00	$9,000.00	$2,002,650.00
FHLMC 1.0%	27-Mar-14	$2,000,000.00	$2,000,000.00	100	1.000%	27-Mar-17	27-Jun-14	878	1096	3134G4XX1	COASTAL SECURITIES	$2,002,400.00	$100.12	$1,888.89	$10,000.00	$2,004,288.89
FHLB 1.12%	25-Aug-14	$2,000,000.00	$2,000,000.00	100	1.120%	25-Aug-17	25-Feb-15	1029	1096	3130A2UB0	COASTAL SECURITIES	$1,994,400.00	$99.72	$4,106.67	$0.00	$1,998,506.67
FHLB 1.25%	28-Aug-14	$2,000,000.00	$2,000,000.00	100	1.250%	28-Aug-17	28-Nov-14	1032	1096	3130A2RW8	COASTAL SECURITIES	$1,998,600.00	$99.93	$4,375.00	$0.00	$2,002,975.00
FHLMC 1.0%	10-Apr-14	$2,000,000.00	$2,000,000.00	100	1.000%	10-Apr-17	10-Jul-14	892	1096	3134G4YG7	WELLS SECURITIES	$1,994,000.00	$99.70	$1,166.67	$10,000.00	$1,995,166.67
FHLMC 1.125% (NEW)	15-Sep-14	$2,000,000.00	$2,000,000.00	100	1.125%	15-Sep-17	15-Mar-15	1050	1096	3134G5GR0	COASTAL SECURITIES	$2,002,400.00	$100.12	$2,875.00	$0.00	$2,005,275.00
FHLB 1.30% (NEW)	29-Sep-14	$2,000,000.00	$2,000,000.00	100	1.300%	29-Sep-17	29-Dec-14	1064	1096	3130A32N3	COASTAL SECURITIES	$2,002,200.00	$100.11	$2,311.11	$0.00	$2,004,511.11
ICD-BMW Bank 1.05%*	20-Jun-14	$248,000.00	$248,000.00	100	1.050%	20-Jun-17	None	963	1096	05580AAK0	WELLS SECURITIES	$248,000.00	$100.00	$955.99	$0.00	$248,955.99
ICD-Discover Bk 1.10%*	26-Jun-14	$248,000.00	$248,007.47	100	1.100%	26-Jun-17	None	969	1096	254671X21	WELLS SECURITIES	$248,000.00	$100.00	$956.67	$0.00	$248,956.67
ICD-Ally Bank 1.15%*	26-Jun-14	$248,000.00	$248,007.81	100	1.150%	26-Jun-17	None	969	1096	02006LFK4	WELLS SECURITIES	$248,000.00	$100.00	$1,000.15	$0.00	$249,000.15
ICD-Goldman S. 1.15%*	26-Jun-14	$248,000.00	$248,007.81	100	1.150%	26-Jun-17	None	969	1096	38147JK76	WELLS SECURITIES	$248,000.00	$100.00	$1,000.15	$0.00	$249,000.15
* (Investment CD's)														$39,433.52		

	TOTAL PAR	AMT. INVESTED		WEIGHTED AVG. YLD	EQUIVALENT TREAS. RATE	WEIGHTED AVG.	MATURITY		TOTAL MARKET VALUE			TOTAL BOOK VALUE
INVESTMENT ACCT	$7,663.38	$7,663.38							$7,663.38			
CDs and Securities	$20,992,000.00	$20,992,023.09		1.019%	0.774%				$20,985,000.00			
TOTALS ALL ACCTS:	**$20,999,663.38**	**$20,999,686.47**				920	DAYS		**$20,992,663.38**			**$21,032,096.90**

PLEDGE COLLATERAL REPORT WELLS FARGO
ALL COUNTY FUNDS
AS OF OCTOBER 31, 2014

MARKET VALUE OF PLEDGE SECURITIES	**$102,037,672.97**
BALANCE IN ALL ACCOUNTS:	**$67,289,346.81**
OVER OR (UNDER) AMOUNT:	**$34,748,326.16**
	151.64%

COMPLIANCE STATEMENT

This in an unaudited statement made in accordance with provisions of Government Code Title 10 Section 2256.023 The Public Funds Investment Act
The investment portfolios of Jefferson County comply with the strategies in the Jefferson County Investment Policy and Procedures.

Tim Funchess, Jefferson County Investment Officer

OCTOBER 2014, JEFFERSON COUNTY INVESTMENT MATURITIES
MATURED SECURITIES AND INTEREST EARNED

SECURITY DESCRIPTION	PURCHASE DATE	PAR AMOUNT	AMOUNT INVESTED	PRICE PAID	EXPECT. YIELD	MATURITY DATE	Coupon Pay DATE		# DAYS INVEST.	CUSIP/C.D. NUMBER	BROKER DEALER	INTEREST EARNINGS	
POOLED CASH ACCOUNT													
INVESTMENT ACCT	01-Sep-14	$7,663.38	$7,663.38		0.150%	30-Sep-14			31	7580310386	WELLS FARGO	$0.87	
FHLMC 1.0%	10-Apr-14	$2,000,000.00	$2,000,000.00	100	1.000%	10-Apr-17	10-Oct-14	42835	1096	3134G4YG7	WELLS SECURITIES	$10,000.00	COUPON
FHLMC 1.15%	28-Jul-14	$2,000,000.00	$2,000,000.00	100	1.150%	28-Jul-17	28-Oct-14	42944	1096	3134G5D36	WELLS SECURITIES	$5,750.00	CALLED
													$15,750.87
CHECKING INTEREST													
POOLED CASH ACCT		OCTOBER INTEREST			0.184%						WELLS FARGO	$8,129.27	
OTHER COUNTY ACCTS		OCTOBER INTEREST			0.184%						WELLS FARGO	$539.21	
TAX LICENSE ACCT		SEPTEMBER INTEREST			0.187%						WELLS FARGO	$74.84	$8,743.32
TOTAL 11/12/2014		**$4,007,663.38**	**$4,007,663.38**									**$24,494.19**	**$24,494.19**

FISCAL YEAR 2014-2015

YIELD TO MATURITY AND INTEREST EARNINGS

MONTH	90 DAY T. BILL YIELD	INVESTMENT INTEREST EARNED	CHECKING ACCOUNT YIELD
OCTOBER	0.01%	$24,494.19	0.184%
NOVEMBER			
DECEMBER			
JANUARY			
FEBRUARY			
MARCH			
APRIL			
MAY			
JUNE			
JULY			
AUGUST			
SEPTEMBER			
ANNUAL TOTALS		**$ 24,494.19**	

Joleen E. Fregia
Chief Deputy
e-mail
joleen@co.jefferson.tx.us

Tim Funchess
County Treasurer
1149 Pearl Street – Basement
Beaumont, Texas 77701

Office (409) 835-8509
Fax (409) 839-2347
e-mail
tfunchess@co.jefferson.tx.us

November 12, 2014

Judge Jeff R. Branick
County Commissioners
Jefferson County
Beaumont, TX 77701

Dear Judge and Commissioners:

The Public Funds Investment Act requires an annual review of the County Investment Policy. The Investment Advisory Committee and I have reviewed the 2014-2015 Jefferson County Investment Policy and recommend approval.

There are no changes to this policy from last year.

Sincerely,

Tim Funchess, CCT, CIO
Enclosure

FOR COMMISSIONERS COURT AGENDA NOVEMBER 17, 2014
Agenda should read:

Consider, review and possibly approve, receive and file the 2014-2015 Jefferson County Investment Policy and Procedures

2014-2015

Jefferson County

Investment Policy and Procedures

Jeff R. Branick

County Judge

Eddie Arnold
Commissioner, Pct. 1

Brent A. Weaver
Commissioner, Pct. 2

Michael Sinegal
Commissioner, Pct. 3

Everette "Bo" Alfred
Commissioner, Pct. 4

Tim Funchess
County Treasurer/Investment Officer

JEFFERSON COUNTY
INVESTMENT POLICY AND PROCEDURES

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ATTACHMENTS, EXHIBITS, AND APPENDICES

Appendix A:	Govt. Code Title 10: Chapter 2256 The Public Funds Investment Act
Appendix B:	Govt. Code Title 10: Chapter 2257 The Public Funds Collateral Act
Exhibit #1:	Broker/Dealer Certification
Exhibit #2:	Approved List of Broker/Dealers
Exhibit #3:	Approving Order: Jefferson County Commissioners Court

1.0 INVESTMENT STRATEGY

1.01 Jefferson County Pooled Cash Funds:
Funds included are: Road and Bridge
Debt Service
Jury
General
Library
Mosquito Control
Airport
Engineering
Parks and Recreation
Special Revenue
Capital Projects
Internal Service

1.0101 **The funds of Jefferson County, that are invested, are invested by matching the maturity of investments with liabilities. Investments are made with the intention of holding to maturity, but with the ability to liquidate should funds be needed at any time. This strategy is achieved by utilizing highly liquid short term Certificates of Deposit, Treasury Bills and Obligations of the United States or its agencies and instrumentalities with a stated final maturity of three years or less.**

1.02 Other funds of Jefferson County:
Funds included are: Tax Office
Community Supervision
State Fee Officers
Child Support
Other account with surplus funds

1.0201 **Other funds of Jefferson County, that are invested, are invested by matching maturity of investments with cash needs. Investments are made with the intention of holding to maturity, but with the ability to liquidate should funds be needed at any time. This strategy is achieved by utilizing highly liquid, short term, Treasury Bills and Obligations of the United States or its agencies and instrumentalities with a stated final maturity of three years or less.**

2.0 INVESTMENT SCOPE

2.01 Legal Authority to Invest

TEXAS GOVERNMENT CODE ANN., sec. 2256.003 et seq. (Vernon 1995) authorizes the Commissioners Court to invest county funds.

2.02 County Investment Portfolio Structure

This investment policy applies to all financial assets of all funds of the County of Jefferson, Texas, at the present time and any funds to be created in the future and other funds held in custody by the County Treasurer, unless expressly prohibited by law or unless it is in contravention of any depository contract between Jefferson County and any depository bank.

2.03 Applicability of Policy

This policy governs the investment of all financial assets of all funds of Jefferson County, and are managed in compliance with this policy and all applicable state and federal laws.

3.0 INVESTMENT OBJECTIVES AND PRIORITIES

3.01 General Statement

This policy serves to satisfy the statutory requirements of the TEXAS GOVERNMENT CODE, ANN., Title 10, Section 2256, Public Funds Investment Act, to define and adopt a formal investment policy.

3.02 Safety of Principal

The primary objective of Jefferson County is to ensure the safety of principal in all funds and to avoid speculative investing.

3.03 Maintenance of Adequate Liquidity

The secondary objective of Jefferson County is to strive to maintain adequate liquidity, through scheduled maturity of investments, to cover the cash needs of the county consistent with the objectives of this policy.

3.04 Desired Diversification

It will be the policy of Jefferson County to diversify its portfolio to eliminate the risk of loss resulting from over concentration of assets in a specific maturity, a specific issuer or a specific class of investment. Investments of the County shall always be selected that provide for stability of income and reasonable liquidity.

3.05 Rate of Return on Investments

It will be the objective of Jefferson County to earn the maximum rate of return allowed on its investments within the policies imposed by its safety and liquidity objectives and state and federal law governing investment of public funds.

3.06 Maturity

Portfolio maturities will be structured to achieve the highest return of interest consistent with liquidity requirements of the County's cash needs. No investment shall have a legal stated maturity of more than thirty six (36) months.

3.07 Quality and Capability of Investment Manager

It is the County's policy to provide periodic training in investments for the County Treasurer through courses and seminars offered by professional organizations and associations in order to insure the quality and capability of the County Treasurer in making investment decisions, in compliance with Sec. 2256.008 of the Public Funds Investment Act.

4.0 INVESTMENT RESPONSIBILITY AND CONTROL

4.01 Delegation of Investment Authority

In accordance with Sec. 2256.005 of the Public Funds Investment Act, the County Commissioners Court, may invest County funds that are not immediately required to pay obligations of the County. The County Treasurer, hereby appointed as Investment Officer, shall develop and maintain written administrative procedures for the operation of the investment program, consistent with this investment policy.

4.02 Investment Advisory Committee

The Investment Advisory Committee reviews investment policies and procedures, investment strategies, and investment performance. Members of the Committee should be composed of the County Judge or his designee, County Auditor, County Treasurer, the Head of the Civil Division of the District Attorney's Office and an appointee representing the Commissioners Court. The Chairman will be elected by the Committee, and meetings will be called no less than annually and as needed.

4.03 Fiduciary, Prudence, and Ethical Standards

Jefferson County adopts the prudent fiduciary rule as applied in the then prevailing circumstances, when managing the County's portfolio, within the applicable legal and policy constraints. The prudent person rule is restated as follows:

"Investments must be made with the judgement and care, under prevailing circumstances, which persons of prudence, discretion and intelligence would exercise in the management of their own affairs for investment, not for speculation, considering the probable safety of their capital as well as the probable income to be derived."

4.04 Liability of Investment Officer

In accordance with Sec. 113.005, Texas Local Government Code, the County Treasurer is not responsible for any loss of the county funds through the failure or negligence of a depository. This section does not release the Treasurer from responsibility for a loss resulting from the official misconduct or negligence of the Treasurer, including a misappropriation of the funds, or from responsibility for funds until a depository is selected and the funds are deposited.

4.05 Accounting and Audit Control

The Jefferson County Treasurer will establish liaison with the Jefferson County Auditor in preparing investment forms to assist the County Auditor for accounting and auditing control.

4.06 Subject to Audit

The Jefferson County Treasurer is subject to audit by the Jefferson County Auditor. In addition, it is the policy of the Jefferson County Commissioner's Court, at a minimum, to have an annual audit of all County funds by an independent auditing firm. The Jefferson County Treasurer and the county's investment procedures shall be subject to the annual and any special audits as required.

5.0 INVESTMENT REPORTING

5.01 Monthly Reporting

In accordance with Texas Government Code, Title 10, Sec. 2256.023, the Jefferson County Treasurer will report in writing monthly to Commissioners' Court and to the County Auditor. The report shall include a detailed listing of all purchases, sales and payments, and description of each security held.

5.02 Quarterly Reporting

In accordance with Texas Government Code, Title 10, Sec. 2256.023, the Jefferson County Treasurer will report quarterly the portfolio statistics, listing the type and description of investment in detail, the broker/dealer used for purchase, the yield to maturity, the stated maturity date, and the previous and current market value.

6.0 INVESTMENT INSTITUTIONS

6.01 Depository Bank

Fully collateralized Time Deposits, Certificates of Deposit, and interest-bearing checking accounts shall be placed at the County Depository Bank under a depository contract executed by Jefferson County Commissioners' Court and in compliance with V.C.T.A., Texas Local Government Code, Chapter 116 and Chapter 117.

6.02 Broker/Dealers

The Jefferson County Treasurer shall invest county funds through the Federal Reserve Bank book entry system, consistent with federal and state law and the current Bank Depository contract. Purchases shall be made with:

6.0201 U.S. Government Securities Dealers maintaining a National Association of Securities Dealers Series 7 license, and with knowledge of Institutional Investing, recommended by the County Treasurer, the Jefferson County Investment Advisory Committee, and approved by Commissioners Court. Dealers must comply with Section 6.03 of this Investment Policy to be selected.

6.0202 The Capital Markets Division of the Depository Bank.

6.0203 Investment Pools meeting the standards of Section 2256.016 of the Texas Public Funds Investment Act.

6.03 Approval of Broker/Dealer

The Jefferson County Treasurer reviews the applications of the broker/dealer/financial institutions for compliance with this policy and recommends institution must demonstrate possession of the following criteria:

6.0301 Institutional investment experience,

6.0302 Good references from public fund investment officers.

6.0303 Adequate capitalization per the Capital Adequacy Guidelines for Government Securities Dealers published by the New York Federal Reserve Bank.

6.0304 An understanding of this Investment Policies and Procedures Manual,

6.0305 Regulation by the Securities and Exchange Commission (SEC),

6.0306 Membership in good standing in the National Association of Securities Dealers, Inc., and
6.0307 Valid licensure from the State of Texas.

7.0 INVESTMENT INSTRUMENTS

The Jefferson County Treasurer shall use any or all of the following authorized investment instruments consistent with governing law and this policy:

7.01 Bank Investments

7.0101 Fully collateralized Time Deposits.
7.0102 Fully collateralized Certificates of Deposit.
7.0103 Fully collateralized interest-bearing checking accounts.
7.0104 Fully collateralized sweep accounts

7.02 Direct Investments

7.0201 United States Treasury Securities.
7.0202 Obligations of the United States or its agencies and instrumentalities, with a legal stated maturity of no more than thirty six (36) months.
7.0203 Excluded in the direct investments are derivative securities including but not limited to Collateralized Mortgage Obligations.
7.0204 Investment Pools meeting the standards of Section 2256.016 of the Texas Public Funds Investment Act.

8.0 INVESTMENT PROCEDURES

8.01 Confirmation of Trade

A confirmation of trade will be provided by the broker/dealer to the Jefferson County Treasurer for every purchase of an investment security. This trade ticket and confirmation will become a part of the file that is maintained on every investment security.

Delivery Versus Payment

It will be the policy of the County that all Treasury, and Government Agency securities shall be purchased using the delivery vs. Payment (DVP) method through the Federal Reserve System. By so doing, County funds are not released until the county has received, through the Federal Reserve wire, the securities purchased.

Safekeeping Institutions

All purchased securities shall be held in safekeeping by the County, or a County account in a third party financial institution, or with a Federal Reserve Bank.

9.0 COLLATERAL AND SAFEKEEPING

9.01 Collateral or Insurance

The Jefferson County Treasurer shall insure that all county funds are fully collateralized or insured consistent with federal and state law and the current Depository Contract in one or more of the following manners:

9.0101 FDIC insurance coverage
9.0102 United States Government Bonds, Notes, and Bills
9.0103 Securities of federally-sponsored U. S. Agencies and instrumentalities of the United States Government.
9.0104 Letters of Credit issued by the Federal Home Loan Bank of Dallas.

9.02 Safekeeping

Securities pledged as collateral shall be deposited in trust with the Federal Reserve Bank, or another disinterested third party bank, under an appropriate legal contract. The amount of such securities pledged shall be determined by their market value.

9.03 Collateral Reporting

The Treasurer of Jefferson County shall report to the County Commissioners' Court valuation of all collateral compared to all county deposits on a monthly basis. Collateral deficiencies should be identified and immediately corrected through additional collateral deposited or reductions in the volume of deposited funds.

10.0 INVESTMENT POLICY REVIEW AND AMENDMENT

Review Procedures

The Jefferson County Commissioners' Court shall review its investment policy and investment strategies not less than annually.

Changes to the Investment Policy

The County Treasurer and the Investment Advisory Committee, must review the Jefferson County Investment Policy not less than annually and recommend any changes to the Commissioners' Court.

EXHIBIT 1

Certification

CERTIFICATION

I hereby certify that I have personally read and understand the investment policy and procedures of Jefferson County, and have implemented reasonable procedures and controls designed to fulfill those objectives and conditions. Transactions between this firm and Jefferson County, will be directed towards precluding imprudent investment activities and protecting the Counties from credit risk.

All the sales personnel of this firm dealing with Jefferson County's accounts have been informed and will be routinely informed of the County's investment horizons, limitations, strategy, and risk constraints, whenever we are so informed.

This firm pledges due diligence in informing the County of foreseeable risks associated with financial transactions connected to this firm.

_____
(Firm)

_____
(Firm Representative)

_____
(Representative's Title)

_____
(Registration or Dealer Number)

_____
(Signature)

_____
(Date)

EXHIBIT 2

APPROVED LIST OF BROKER/DEALERS

Approved List of Broker/Dealers

UBS Financial Services, Inc.
Larry Burns
109 N. Post Oak Lane #150
Houston, TX 77024

National Alliance Securities
Howard LeDet
2245 Texas Drive
Suite 300
Sugar Land, TX 77479

PiperJaffray & Co.
Scott Waltmon
One Riverway, Suite 1700
777 South Post Oak Lane
Houston, Texas 77056

Wells Fargo Bank
Josh Rodriguez
6250 Delaware Street
Beaumont, Texas 77706

Wells Fargo Capital Markets
Kenneth Guillory
Houston, Texas

(Continued)

Coastal Securities, Inc.
Tony D. Sekaly
5555 San Felipe, Suite 2200
Houston, TX 77056

Texas Class
Bill Moritz, Danny King
2435 N. Central Expressway, Suite 1200
Richardson, TX 75080
(C/O Karen Proctor)

EXHIBIT 3

APPROVING ORDER

ORDER APPROVING
JEFFERSON COUNTY INVESTMENT POLICY AND PROCEDURES

Upon a motion of Commissioner _____, seconded by Commissioner _____, unanimously adopted the following policies and procedures, and the same are hereby approved, received and ordered filed.

ORDERED this _____ day of _____, 2013

_____
Jeff R. Branick
County Judge

_____
Commissioner Eddie Arnold
Precinct No. 1

_____
Commissioner Michael Sinegal
Precinct No. 2

_____
Commissioner Brent A. Weaver
Precinct No. 3

_____
Commissioner Everette D. Alfred
Precinct No. 2

ATTEST:

_____
Carolyn L. Guidry
Jefferson County Clerk

APPENDIX A

Chapter 2256-Public Funds Investment Act

GOVERNMENT CODE

TITLE 10. GENERAL GOVERNMENT

SUBTITLE F. STATE AND LOCAL CONTRACTS AND FUND MANAGEMENT

CHAPTER 2256. PUBLIC FUNDS INVESTMENT

SUBCHAPTER A. AUTHORIZED INVESTMENTS FOR GOVERNMENTAL ENTITIES

Sec. 2256.001. SHORT TITLE. This chapter may be cited as the Public Funds Investment Act.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Sec. 2256.002. DEFINITIONS. In this chapter:

(1) "Bond proceeds" means the proceeds from the sale of bonds, notes, and other obligations issued by an entity, and reserves and funds maintained by an entity for debt service purposes.

(2) "Book value" means the original acquisition cost of an investment plus or minus the accrued amortization or accretion.

(3) "Funds" means public funds in the custody of a state agency or local government that:

(A) are not required by law to be deposited in the state treasury; and

(B) the investing entity has authority to invest.

(4) "Institution of higher education" has the meaning assigned by Section 61.003, Education Code.

(5) "Investing entity" and "entity" mean an entity subject to this chapter and described by Section 2256.003.

(6) "Investment pool" means an entity created under this code to invest public funds jointly on behalf of the entities that participate in the pool and whose investment objectives in order of priority are:

(A) preservation and safety of principal;

(B) liquidity; and

(C) yield.

(7) "Local government" means a municipality, a county, a school district, a district or authority created under Section 52(b)(1) or (2), Article III, or Section 59, Article XVI, Texas Constitution, a fresh water supply district, a hospital district, and any political subdivision, authority, public corporation, body politic, or instrumentality of the State of Texas, and any nonprofit corporation acting on behalf of any of those entities.

(8) "Market value" means the current face or par value of an investment multiplied by the net selling price of the security as quoted by a recognized market pricing source quoted on the valuation date.

(9) "Pooled fund group" means an internally created fund of an investing entity in which one or more institutional accounts

of the investing entity are invested.

(10) "Qualified representative" means a person who holds a position with a business organization, who is authorized to act on behalf of the business organization, and who is one of the following:

(A) for a business organization doing business that is regulated by or registered with a securities commission, a person who is registered under the rules of the National Association of Securities Dealers;

(B) for a state or federal bank, a savings bank, or a state or federal credit union, a member of the loan committee for the bank or branch of the bank or a person authorized by corporate resolution to act on behalf of and bind the banking institution;

(C) for an investment pool, the person authorized by the elected official or board with authority to administer the activities of the investment pool to sign the written instrument on behalf of the investment pool; or

(D) for an investment management firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or, if not subject to registration under that Act, registered with the State Securities Board, a person who is an officer or principal of the investment management firm.

(11) "School district" means a public school district.

(12) "Separately invested asset" means an account or

fund of a state agency or local government that is not invested in a pooled fund group.

(13) "State agency" means an office, department, commission, board, or other agency that is part of any branch of state government, an institution of higher education, and any nonprofit corporation acting on behalf of any of those entities. Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1421, Sec. 1, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 1454, Sec. 1, eff. Sept. 1, 1999.

Sec. 2256.003. AUTHORITY TO INVEST FUNDS; ENTITIES SUBJECT TO THIS CHAPTER. (a) Each governing body of the following entities may purchase, sell, and invest its funds and funds under its control in investments authorized under this subchapter in compliance with investment policies approved by the governing body and according to the standard of care prescribed by Section 2256.006:

(1) a local government;

(2) a state agency;

(3) a nonprofit corporation acting on behalf of a local government or a state agency; or

(4) an investment pool acting on behalf of two or more local governments, state agencies, or a combination of those entities.

(b) In the exercise of its powers under Subsection (a), the governing body of an investing entity may contract with an investment management firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or with the State Securities Board to provide for the investment and management of its public funds or other funds under its control. A contract made under authority of this subsection may not be for a term longer than two years. A renewal or extension of the contract must be made by the governing body of the investing entity by order, ordinance, or resolution.

(c) This chapter does not prohibit an investing entity or investment officer from using the entity's employees or the services of a contractor of the entity to aid the investment officer in the execution of the officer's duties under this chapter.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1999, 76th Leg., ch. 1454, Sec. 2, eff. Sept. 1, 1999.

Sec. 2256.004. APPLICABILITY. (a) This subchapter does not apply to:

(1) a public retirement system as defined by Section 802.001;

(2) state funds invested as authorized by Section 404.024;

(3) an institution of higher education having total endowments of at least $95 million in book value on May 1, 1995;

(4) funds invested by the Veterans' Land Board as authorized by Chapter 161, 162, or 164, Natural Resources Code;

(5) registry funds deposited with the county or district clerk under Chapter 117, Local Government Code; or

(6) a deferred compensation plan that qualifies under either Section 401(k) or 457 of the Internal Revenue Code of 1986 (26 U.S.C. Section 1 et seq.), as amended.

(b) This subchapter does not apply to an investment donated to an investing entity for a particular purpose or under terms of use specified by the donor.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 505, Sec. 24, eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 1421, Sec. 2, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 62, Sec. 8.21, eff. Sept. 1, 1999; Acts 1999, 76th Leg., ch. 1454, Sec. 3, eff. Sept. 1, 1999.

Sec. 2256.005. INVESTMENT POLICIES; INVESTMENT STRATEGIES; INVESTMENT OFFICER. (a) The governing body of an investing entity shall adopt by rule, order, ordinance, or resolution, as appropriate, a written investment policy regarding the investment of its funds and funds under its control.

(b) The investment policies must:

(1) be written;

(2) primarily emphasize safety of principal and liquidity;

(3) address investment diversification, yield, and maturity and the quality and capability of investment management; and

(4) include:

(A) a list of the types of authorized investments in which the investing entity's funds may be invested;

(B) the maximum allowable stated maturity of any individual investment owned by the entity;

(C) for pooled fund groups, the maximum dollar-weighted average maturity allowed based on the stated maturity date for the portfolio;

(D) methods to monitor the market price of investments acquired with public funds;

(E) a requirement for settlement of all transactions, except investment pool funds and mutual funds, on a delivery versus payment basis; and

(F) procedures to monitor rating changes in investments acquired with public funds and the liquidation of such investments consistent with the provisions of Section 2256.021.

(c) The investment policies may provide that bids for certificates of deposit be solicited:

(1) orally;

(2) in writing;

(3) electronically; or

(4) in any combination of those methods.

(d) As an integral part of an investment policy, the governing body shall adopt a separate written investment strategy for each of the funds or group of funds under its control. Each investment strategy must describe the investment objectives for the particular fund using the following priorities in order of importance:

(1) understanding of the suitability of the investment to the financial requirements of the entity;

(2) preservation and safety of principal;

(3) liquidity;

(4) marketability of the investment if the need arises to liquidate the investment before maturity;

(5) diversification of the investment portfolio; and

(6) yield.

(e) The governing body of an investing entity shall review its investment policy and investment strategies not less than annually. The governing body shall adopt a written instrument by rule, order, ordinance, or resolution stating that it has reviewed the investment policy and investment strategies and that the written instrument so adopted shall record any changes made to

either the investment policy or investment strategies.

(f) Each investing entity shall designate, by rule, order, ordinance, or resolution, as appropriate, one or more officers or employees of the state agency, local government, or investment pool as investment officer to be responsible for the investment of its funds consistent with the investment policy adopted by the entity. If the governing body of an investing entity has contracted with another investing entity to invest its funds, the investment officer of the other investing entity is considered to be the investment officer of the first investing entity for purposes of this chapter. Authority granted to a person to invest an entity's funds is effective until rescinded by the investing entity, until the expiration of the officer's term or the termination of the person's employment by the investing entity, or if an investment management firm, until the expiration of the contract with the investing entity. In the administration of the duties of an investment officer, the person designated as investment officer shall exercise the judgment and care, under prevailing circumstances, that a prudent person would exercise in the management of the person's own affairs, but the governing body of the investing entity retains ultimate responsibility as fiduciaries of the assets of the entity. Unless authorized by law, a person may not deposit, withdraw, transfer, or manage in any other manner the funds of the investing entity.

(g) Subsection (f) does not apply to a state agency, local government, or investment pool for which an officer of the entity is assigned by law the function of investing its funds.

Text of subsec. (h) as amended by Acts 1997, 75th Leg., ch. 685, Sec. 1

(h) An officer or employee of a commission created under Chapter 391, Local Government Code, is ineligible to be an investment officer for the commission under Subsection (f) if the officer or employee is an investment officer designated under Subsection (f) for another local government.

Text of subsec. (h) as amended by Acts 1997, 75th Leg., ch. 1421, Sec. 3

(h) An officer or employee of a commission created under Chapter 391, Local Government Code, is ineligible to be designated as an investment officer under Subsection (f) for any investing entity other than for that commission.

(i) An investment officer of an entity who has a personal business relationship with a business organization offering to engage in an investment transaction with the entity shall file a statement disclosing that personal business interest. An

investment officer who is related within the second degree by affinity or consanguinity, as determined under Chapter 573, to an individual seeking to sell an investment to the investment officer's entity shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the governing body of the entity. For purposes of this subsection, an investment officer has a personal business relationship with a business organization if:

(1) the investment officer owns 10 percent or more of the voting stock or shares of the business organization or owns $5,000 or more of the fair market value of the business organization;

(2) funds received by the investment officer from the business organization exceed 10 percent of the investment officer's gross income for the previous year; or

(3) the investment officer has acquired from the business organization during the previous year investments with a book value of $2,500 or more for the personal account of the investment officer.

(j) The governing body of an investing entity may specify in its investment policy that any investment authorized by this chapter is not suitable.

(k) A written copy of the investment policy shall be

presented to any person offering to engage in an investment transaction with an investing entity or to an investment management firm under contract with an investing entity to invest or manage the entity's investment portfolio. For purposes of this subsection, a business organization includes investment pools and an investment management firm under contract with an investing entity to invest or manage the entity's investment portfolio. Nothing in this subsection relieves the investing entity of the responsibility for monitoring the investments made by the investing entity to determine that they are in compliance with the investment policy. The qualified representative of the business organization offering to engage in an investment transaction with an investing entity shall execute a written instrument in a form acceptable to the investing entity and the business organization substantially to the effect that the business organization has:

(1) received and reviewed the investment policy of the entity; and

(2) acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the entity and the organization that are not authorized by the entity's investment policy, except to the extent that this authorization is dependent on an analysis of the makeup of the entity's entire portfolio or requires an interpretation of subjective investment standards.

(l) The investment officer of an entity may not acquire or otherwise obtain any authorized investment described in the investment policy of the investing entity from a person who has not delivered to the entity the instrument required by Subsection (k).

(m) An investing entity other than a state agency, in conjunction with its annual financial audit, shall perform a compliance audit of management controls on investments and adherence to the entity's established investment policies.

(n) Except as provided by Subsection (o), at least once every two years a state agency shall arrange for a compliance audit of management controls on investments and adherence to the agency's established investment policies. The compliance audit shall be performed by the agency's internal auditor or by a private auditor employed in the manner provided by Section 321.020. Not later than January 1 of each even-numbered year a state agency shall report the results of the most recent audit performed under this subsection to the state auditor. Subject to a risk assessment and to the legislative audit committee's approval of including a review by the state auditor in the audit plan under Section 321.013, the state auditor may review information provided under this section. If review by the state auditor is approved by the legislative audit committee, the state auditor may, based on its review, require a state agency to also report to the state auditor other information the state auditor determines necessary to assess compliance with

laws and policies applicable to state agency investments. A report under this subsection shall be prepared in a manner the state auditor prescribes.

(o) The audit requirements of Subsection (n) do not apply to assets of a state agency that are invested by the comptroller under Section 404.024.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 685, Sec. 1, eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 1421, Sec. 3, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 1454, Sec. 4, eff. Sept. 1, 1999; Acts 2003, 78th Leg., ch. 785, Sec. 41, eff. Sept. 1, 2003.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1004, Sec. 1, eff. June 17, 2011.

Sec. 2256.006. STANDARD OF CARE. (a) Investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. Investment of funds shall be governed by the following investment objectives, in order of priority:

(1) preservation and safety of principal;

(2) liquidity; and

(3) yield.

(b) In determining whether an investment officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

(1) the investment of all funds, or funds under the entity's control, over which the officer had responsibility rather than a consideration as to the prudence of a single investment; and

(2) whether the investment decision was consistent with the written investment policy of the entity.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Sec. 2256.007. INVESTMENT TRAINING; STATE AGENCY BOARD MEMBERS AND OFFICERS. (a) Each member of the governing board of a state agency and its investment officer shall attend at least one training session relating to the person's responsibilities under this chapter within six months after taking office or assuming duties.

(b) The Texas Higher Education Coordinating Board shall provide the training under this section.

(c) Training under this section must include education in investment controls, security risks, strategy risks, market risks,

diversification of investment portfolio, and compliance with this chapter.

(d) An investment officer shall attend a training session not less than once each state fiscal biennium and may receive training from any independent source approved by the governing body of the state agency. The investment officer shall prepare a report on this subchapter and deliver the report to the governing body of the state agency not later than the 180th day after the last day of each regular session of the legislature.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 73, Sec. 1, eff. May 9, 1997; Acts 1997, 75th Leg., ch. 1421, Sec. 4, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 1454, Sec. 5, eff. Sept. 1, 1999.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1004, Sec. 2, eff. June 17, 2011.

Sec. 2256.008. INVESTMENT TRAINING; LOCAL GOVERNMENTS. (a) Except as provided by Subsections (b) and (e), the treasurer, the chief financial officer if the treasurer is not the chief financial officer, and the investment officer of a local government shall:

(1) attend at least one training session from an independent source approved by the governing body of the local

government or a designated investment committee advising the investment officer as provided for in the investment policy of the local government and containing at least 10 hours of instruction relating to the treasurer's or officer's responsibilities under this subchapter within 12 months after taking office or assuming duties; and

(2) except as provided by Subsections (b) and (e), attend an investment training session not less than once in a two-year period that begins on the first day of that local government's fiscal year and consists of the two consecutive fiscal years after that date, and receive not less than 10 hours of instruction relating to investment responsibilities under this subchapter from an independent source approved by the governing body of the local government or a designated investment committee advising the investment officer as provided for in the investment policy of the local government.

(b) An investing entity created under authority of Section 52(b), Article III, or Section 59, Article XVI, Texas Constitution, that has contracted with an investment management firm under Section 2256.003(b) and has fewer than five full-time employees or an investing entity that has contracted with another investing entity to invest the entity's funds may satisfy the training requirement provided by Subsection (a)(2) by having an officer of the governing body attend four hours of appropriate instruction in

a two-year period that begins on the first day of that local government's fiscal year and consists of the two consecutive fiscal years after that date. The treasurer or chief financial officer of an investing entity created under authority of Section 52(b), Article III, or Section 59, Article XVI, Texas Constitution, and that has fewer than five full-time employees is not required to attend training required by this section unless the person is also the investment officer of the entity.

(c) Training under this section must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with this chapter.

(d) Not later than December 31 each year, each individual, association, business, organization, governmental entity, or other person that provides training under this section shall report to the comptroller a list of the governmental entities for which the person provided required training under this section during that calendar year. An individual's reporting requirements under this subsection are satisfied by a report of the individual's employer or the sponsoring or organizing entity of a training program or seminar.

(e) This section does not apply to a district governed by Chapter 36 or 49, Water Code.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1,

1995; Acts 1997, 75th Leg., ch. 1421, Sec. 5, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 1454, Sec. 6, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 69, Sec. 4, eff. May 14, 2001.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1004, Sec. 3, eff. June 17, 2011.

Sec. 2256.009. AUTHORIZED INVESTMENTS: OBLIGATIONS OF, OR GUARANTEED BY GOVERNMENTAL ENTITIES. (a) Except as provided by Subsection (b), the following are authorized investments under this subchapter:

(1) obligations, including letters of credit, of the United States or its agencies and instrumentalities;

(2) direct obligations of this state or its agencies and instrumentalities;

(3) collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States;

(4) other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this state or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal

Deposit Insurance Corporation or by the explicit full faith and credit of the United States;

(5) obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent; and

(6) bonds issued, assumed, or guaranteed by the State of Israel.

(b) The following are not authorized investments under this section:

(1) obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;

(2) obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;

(3) collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; and

(4) collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1999, 76th Leg., ch. 1454, Sec. 7, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 558, Sec. 1, eff. Sept. 1, 2001.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1004, Sec. 4, eff. June 17, 2011.

Sec. 2256.010. AUTHORIZED INVESTMENTS: CERTIFICATES OF DEPOSIT AND SHARE CERTIFICATES. (a) A certificate of deposit or share certificate is an authorized investment under this subchapter if the certificate is issued by a depository institution that has its main office or a branch office in this state and is:

(1) guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor;

(2) secured by obligations that are described by Section 2256.009(a), including mortgage backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the certificates, but excluding those mortgage backed securities of the nature described by Section 2256.009(b); or

(3) secured in any other manner and amount provided by law for deposits of the investing entity.

(b) In addition to the authority to invest funds in certificates of deposit under Subsection (a), an investment in certificates of deposit made in accordance with the following conditions is an authorized investment under this subchapter:

(1) the funds are invested by an investing entity through:

(A) a broker that has its main office or a branch office in this state and is selected from a list adopted by the investing entity as required by Section 2256.025; or

(B) a depository institution that has its main office or a branch office in this state and that is selected by the investing entity;

(2) the broker or the depository institution selected by the investing entity under Subdivision (1) arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the investing entity;

(3) the full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and

(4) the investing entity appoints the depository institution selected by the investing entity under Subdivision (1), an entity described by Section 2257.041(d), or a clearing broker-dealer registered with the Securities and Exchange Commission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the investing entity with respect to the certificates of deposit issued for the account of the investing entity.

Amended by Acts 1995, 74th Leg., ch. 32, Sec. 1, eff. April 28, 1995; Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1421, Sec. 6, eff. Sept. 1, 1997.

Amended by:

Acts 2005, 79th Leg., Ch. 128, Sec. 1, eff. September 1, 2005.

Acts 2011, 82nd Leg., R.S., Ch. 1004, Sec. 5, eff. June 17, 2011.

Sec. 2256.011. AUTHORIZED INVESTMENTS: REPURCHASE AGREEMENTS. (a) A fully collateralized repurchase agreement is an authorized investment under this subchapter if the repurchase agreement:

(1) has a defined termination date;

(2) is secured by a combination of cash and obligations described by Section 2256.009(a)(1); and

(3) requires the securities being purchased by the entity or cash held by the entity to be pledged to the entity, held in the entity's name, and deposited at the time the investment is made with the entity or with a third party selected and approved by the entity; and

(4) is placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in this state.

(b) In this section, "repurchase agreement" means a

simultaneous agreement to buy, hold for a specified time, and sell back at a future date obligations described by Section 2256.009(a)(1), at a market value at the time the funds are disbursed of not less than the principal amount of the funds disbursed. The term includes a direct security repurchase agreement and a reverse security repurchase agreement.

(c) Notwithstanding any other law, the term of any reverse security repurchase agreement may not exceed 90 days after the date the reverse security repurchase agreement is delivered.

(d) Money received by an entity under the terms of a reverse security repurchase agreement shall be used to acquire additional authorized investments, but the term of the authorized investments acquired must mature not later than the expiration date stated in the reverse security repurchase agreement.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1004, Sec. 6, eff. June 17, 2011.

Sec. 2256.0115. AUTHORIZED INVESTMENTS: SECURITIES LENDING PROGRAM. (a) A securities lending program is an authorized investment under this subchapter if it meets the conditions provided by this section.

(b) To qualify as an authorized investment under this subchapter:

(1) the value of securities loaned under the program must be not less than 100 percent collateralized, including accrued income;

(2) a loan made under the program must allow for termination at any time;

(3) a loan made under the program must be secured by:

(A) pledged securities described by Section 2256.009;

(B) pledged irrevocable letters of credit issued by a bank that is:

(i) organized and existing under the laws of the United States or any other state; and

(ii) continuously rated by at least one nationally recognized investment rating firm at not less than A or its equivalent; or

(C) cash invested in accordance with Section:

(i) 2256.009;

(ii) 2256.013;

(iii) 2256.014; or

(iv) 2256.016;

(4) the terms of a loan made under the program must require that the securities being held as collateral be:

(A) pledged to the investing entity;

(B) held in the investing entity's name; and

(C) deposited at the time the investment is made with the entity or with a third party selected by or approved by the investing entity;

(5) a loan made under the program must be placed through:

(A) a primary government securities dealer, as defined by 5 C.F.R. Section 6801.102(f), as that regulation existed on September 1, 2003; or

(B) a financial institution doing business in this state; and

(6) an agreement to lend securities that is executed under this section must have a term of one year or less.

Added by Acts 2003, 78th Leg., ch. 1227, Sec. 1, eff. Sept. 1, 2003.

Sec. 2256.012. AUTHORIZED INVESTMENTS: BANKER'S ACCEPTANCES. A bankers' acceptance is an authorized investment under this subchapter if the bankers' acceptance:

(1) has a stated maturity of 270 days or fewer from the date of its issuance;

(2) will be, in accordance with its terms, liquidated in full at maturity;

(3) is eligible for collateral for borrowing from a Federal Reserve Bank; and

(4) is accepted by a bank organized and existing under the laws of the United States or any state, if the short-term obligations of the bank, or of a bank holding company of which the bank is the largest subsidiary, are rated not less than A-1 or P-1 or an equivalent rating by at least one nationally recognized credit rating agency.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Sec. 2256.013. AUTHORIZED INVESTMENTS: COMMERCIAL PAPER. Commercial paper is an authorized investment under this subchapter if the commercial paper:

(1) has a stated maturity of 270 days or fewer from the date of its issuance; and

(2) is rated not less than A-1 or P-1 or an equivalent rating by at least:

(A) two nationally recognized credit rating agencies; or

(B) one nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any state.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Sec. 2256.014. AUTHORIZED INVESTMENTS: MUTUAL FUNDS. (a) A no-load money market mutual fund is an authorized investment under this subchapter if the mutual fund:

(1) is registered with and regulated by the Securities and Exchange Commission;

(2) provides the investing entity with a prospectus and other information required by the Securities Exchange Act of 1934 (15 U.S.C. Section 78a et seq.) or the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.);

(3) has a dollar-weighted average stated maturity of 90 days or fewer; and

(4) includes in its investment objectives the maintenance of a stable net asset value of $1 for each share.

(b) In addition to a no-load money market mutual fund permitted as an authorized investment in Subsection (a), a no-load mutual fund is an authorized investment under this subchapter if the mutual fund:

(1) is registered with the Securities and Exchange Commission;

(2) has an average weighted maturity of less than two years;

(3) is invested exclusively in obligations approved by this subchapter;

(4) is continuously rated as to investment quality by at least one nationally recognized investment rating firm of not less than AAA or its equivalent; and

(5) conforms to the requirements set forth in Sections 2256.016(b) and (c) relating to the eligibility of investment pools to receive and invest funds of investing entities.

(c) An entity is not authorized by this section to:

(1) invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in mutual funds described in Subsection (b);

(2) invest any portion of bond proceeds, reserves and funds held for debt service, in mutual funds described in Subsection (b); or

(3) invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund described in Subsection (a) or (b) in an amount that exceeds 10 percent of the total assets of the mutual fund.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1421, Sec. 7, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 1454, Sec. 8, eff. Sept. 1, 1999.

Sec. 2256.015. AUTHORIZED INVESTMENTS: GUARANTEED INVESTMENT CONTRACTS. (a) A guaranteed investment contract is an authorized investment for bond proceeds under this subchapter if the guaranteed investment contract:

(1) has a defined termination date;

(2) is secured by obligations described by Section 2256.009(a)(1), excluding those obligations described by Section 2256.009(b), in an amount at least equal to the amount of bond proceeds invested under the contract; and

(3) is pledged to the entity and deposited with the entity or with a third party selected and approved by the entity.

(b) Bond proceeds, other than bond proceeds representing reserves and funds maintained for debt service purposes, may not be invested under this subchapter in a guaranteed investment contract with a term of longer than five years from the date of issuance of the bonds.

(c) To be eligible as an authorized investment:

(1) the governing body of the entity must specifically authorize guaranteed investment contracts as an eligible investment in the order, ordinance, or resolution authorizing the issuance of bonds;

(2) the entity must receive bids from at least three separate providers with no material financial interest in the bonds

from which proceeds were received;

(3) the entity must purchase the highest yielding guaranteed investment contract for which a qualifying bid is received;

(4) the price of the guaranteed investment contract must take into account the reasonably expected drawdown schedule for the bond proceeds to be invested; and

(5) the provider must certify the administrative costs reasonably expected to be paid to third parties in connection with the guaranteed investment contract.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1421, Sec. 8, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 1454, Sec. 9, 10, eff. Sept. 1, 1999.

Sec. 2256.016. AUTHORIZED INVESTMENTS: INVESTMENT POOLS. (a) An entity may invest its funds and funds under its control through an eligible investment pool if the governing body of the entity by rule, order, ordinance, or resolution, as appropriate, authorizes investment in the particular pool. An investment pool shall invest the funds it receives from entities in authorized investments permitted by this subchapter. An investment pool may invest its funds in money market mutual funds to the extent permitted by and consistent with this subchapter and the investment policies and objectives adopted by the investment pool.

(b) To be eligible to receive funds from and invest funds on behalf of an entity under this chapter, an investment pool must furnish to the investment officer or other authorized representative of the entity an offering circular or other similar disclosure instrument that contains, at a minimum, the following information:

(1) the types of investments in which money is allowed to be invested;

(2) the maximum average dollar-weighted maturity allowed, based on the stated maturity date, of the pool;

(3) the maximum stated maturity date any investment security within the portfolio has;

(4) the objectives of the pool;

(5) the size of the pool;

(6) the names of the members of the advisory board of the pool and the dates their terms expire;

(7) the custodian bank that will safekeep the pool's assets;

(8) whether the intent of the pool is to maintain a net asset value of one dollar and the risk of market price fluctuation;

(9) whether the only source of payment is the assets of the pool at market value or whether there is a secondary source of payment, such as insurance or guarantees, and a description of the secondary source of payment;

(10) the name and address of the independent auditor of the pool;

(11) the requirements to be satisfied for an entity to deposit funds in and withdraw funds from the pool and any deadlines or other operating policies required for the entity to invest funds in and withdraw funds from the pool; and

(12) the performance history of the pool, including yield, average dollar-weighted maturities, and expense ratios.

(c) To maintain eligibility to receive funds from and invest funds on behalf of an entity under this chapter, an investment pool must furnish to the investment officer or other authorized representative of the entity:

(1) investment transaction confirmations; and

(2) a monthly report that contains, at a minimum, the following information:

(A) the types and percentage breakdown of securities in which the pool is invested;

(B) the current average dollar-weighted maturity, based on the stated maturity date, of the pool;

(C) the current percentage of the pool's portfolio in investments that have stated maturities of more than one year;

(D) the book value versus the market value of the pool's portfolio, using amortized cost valuation;

(E) the size of the pool;

(F) the number of participants in the pool;

(G) the custodian bank that is safekeeping the assets of the pool;

(H) a listing of daily transaction activity of the entity participating in the pool;

(I) the yield and expense ratio of the pool, including a statement regarding how yield is calculated;

(J) the portfolio managers of the pool; and

(K) any changes or addenda to the offering circular.

(d) An entity by contract may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with its local funds.

(e) In this section, "yield" shall be calculated in accordance with regulations governing the registration of open-end management investment companies under the Investment Company Act of 1940, as promulgated from time to time by the federal Securities and Exchange Commission.

(f) To be eligible to receive funds from and invest funds on behalf of an entity under this chapter, a public funds investment pool created to function as a money market mutual fund must mark its portfolio to market daily, and, to the extent reasonably possible, stabilize at a $1 net asset value. If the ratio of the market value of the portfolio divided by the book value of the

portfolio is less than 0.995 or greater than 1.005, portfolio holdings shall be sold as necessary to maintain the ratio between 0.995 and 1.005. In addition to the requirements of its investment policy and any other forms of reporting, a public funds investment pool created to function as a money market mutual fund shall report yield to its investors in accordance with regulations of the federal Securities and Exchange Commission applicable to reporting by money market funds.

(g) To be eligible to receive funds from and invest funds on behalf of an entity under this chapter, a public funds investment pool must have an advisory board composed:

(1) equally of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for a public funds investment pool created under Chapter 791 and managed by a state agency; or

(2) of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for other investment pools.

(h) To maintain eligibility to receive funds from and invest funds on behalf of an entity under this chapter, an investment pool must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service.

(i) If the investment pool operates an Internet website, the

information in a disclosure instrument or report described in Subsections (b), (c)(2), and (f) must be posted on the website.

(j) To maintain eligibility to receive funds from and invest funds on behalf of an entity under this chapter, an investment pool must make available to the entity an annual audited financial statement of the investment pool in which the entity has funds invested.

(k) If an investment pool offers fee breakpoints based on fund balances invested, the investment pool in advertising investment rates must include either all levels of return based on the breakpoints provided or state the lowest possible level of return based on the smallest level of funds invested.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1421, Sec. 9, eff. Sept. 1, 1997.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1004, Sec. 7, eff. June 17, 2011.

Sec. 2256.017. EXISTING INVESTMENTS. An entity is not required to liquidate investments that were authorized investments at the time of purchase.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.46(a), eff. Sept. 1, 1995; Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Amended by Acts 1997, 75th Leg., ch. 1421, Sec. 10, eff. Sept. 1,

1997.

Sec. 2256.019. RATING OF CERTAIN INVESTMENT POOLS. A public funds investment pool must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service.

Added by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 1421, Sec. 11, eff. Sept. 1, 1997.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1004, Sec. 8, eff. June 17, 2011.

Sec. 2256.020. AUTHORIZED INVESTMENTS: INSTITUTIONS OF HIGHER EDUCATION. In addition to the authorized investments permitted by this subchapter, an institution of higher education may purchase, sell, and invest its funds and funds under its control in the following:

(1) cash management and fixed income funds sponsored by organizations exempt from federal income taxation under Section 501(f), Internal Revenue Code of 1986 (26 U.S.C. Section 501(f));

(2) negotiable certificates of deposit issued by a bank that has a certificate of deposit rating of at least 1 or the equivalent by a nationally recognized credit rating agency or that

is associated with a holding company having a commercial paper rating of at least A-1, P-1, or the equivalent by a nationally recognized credit rating agency; and

(3) corporate bonds, debentures, or similar debt obligations rated by a nationally recognized investment rating firm in one of the two highest long-term rating categories, without regard to gradations within those categories.

Added by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Sec. 2256.0201. AUTHORIZED INVESTMENTS; MUNICIPAL UTILITY. (a) A municipality that owns a municipal electric utility that is engaged in the distribution and sale of electric energy or natural gas to the public may enter into a hedging contract and related security and insurance agreements in relation to fuel oil, natural gas, coal, nuclear fuel, and electric energy to protect against loss due to price fluctuations. A hedging transaction must comply with the regulations of the Commodity Futures Trading Commission and the Securities and Exchange Commission. If there is a conflict between the municipal charter of the municipality and this chapter, this chapter prevails.

(b) A payment by a municipally owned electric or gas utility under a hedging contract or related agreement in relation to fuel supplies or fuel reserves is a fuel expense, and the utility may credit any amounts it receives under the contract or agreement

against fuel expenses.

(c) The governing body of a municipally owned electric or gas utility or the body vested with power to manage and operate the municipally owned electric or gas utility may set policy regarding hedging transactions.

(d) In this section, "hedging" means the buying and selling of fuel oil, natural gas, coal, nuclear fuel, and electric energy futures or options or similar contracts on those commodities and related transportation costs as a protection against loss due to price fluctuation.

Added by Acts 1999, 76th Leg., ch. 405, Sec. 48, eff. Sept. 1, 1999.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 7, Sec. 1, eff. April 13, 2007.

Sec. 2256.0202. AUTHORIZED INVESTMENTS: MUNICIPAL FUNDS FROM MANAGEMENT AND DEVELOPMENT OF MINERAL RIGHTS. (a) In addition to other investments authorized under this subchapter, a municipality may invest funds received by the municipality from a lease or contract for the management and development of land owned by the municipality and leased for oil, gas, or other mineral development in any investment authorized to be made by a trustee under Subtitle B, Title 9, Property Code (Texas Trust Code).

(b) Funds invested by a municipality under this section shall be segregated and accounted for separately from other funds of the municipality.

Added by Acts 2009, 81st Leg., R.S., Ch. 1371, Sec. 1, eff. September 1, 2009.

Sec. 2256.0203. AUTHORIZED INVESTMENTS: PORTS AND NAVIGATION DISTRICTS. (a) In this section, "district" means a navigation district organized under Section 52, Article III, or Section 59, Article XVI, Texas Constitution.

(b) In addition to the authorized investments permitted by this subchapter, a port or district may purchase, sell, and invest its funds and funds under its control in negotiable certificates of deposit issued by a bank that has a certificate of deposit rating of at least 1 or the equivalent by a nationally recognized credit rating agency or that is associated with a holding company having a commercial paper rating of at least A-1, P-1, or the equivalent by a nationally recognized credit rating agency.

Added by Acts 2011, 82nd Leg., R.S., Ch. 804, Sec. 1, eff. September 1, 2011.

Sec. 2256.0204. AUTHORIZED INVESTMENTS: INDEPENDENT SCHOOL DISTRICTS. (a) In this section, "corporate bond" means a senior secured debt obligation issued by a domestic business entity and

rated not lower than "AA-" or the equivalent by a nationally recognized investment rating firm. The term does not include a debt obligation that:

(1) on conversion, would result in the holder becoming a stockholder or shareholder in the entity, or any affiliate or subsidiary of the entity, that issued the debt obligation; or

(2) is an unsecured debt obligation.

(b) This section applies only to an independent school district that qualifies as an issuer as defined by Section 1371.001.

(c) In addition to authorized investments permitted by this subchapter, an independent school district subject to this section may purchase, sell, and invest its funds and funds under its control in corporate bonds that, at the time of purchase, are rated by a nationally recognized investment rating firm "AA-" or the equivalent and have a stated final maturity that is not later than the third anniversary of the date the corporate bonds were purchased.

(d) An independent school district subject to this section is not authorized by this section to:

(1) invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds, reserves, and other funds held for the payment of debt service, in corporate bonds; or

(2) invest more than 25 percent of the funds invested in corporate bonds in any one domestic business entity, including subsidiaries and affiliates of the entity.

(e) An independent school district subject to this section may purchase, sell, and invest its funds and funds under its control in corporate bonds if the governing body of the district:

(1) amends its investment policy to authorize corporate bonds as an eligible investment;

(2) adopts procedures to provide for:

(A) monitoring rating changes in corporate bonds acquired with public funds; and

(B) liquidating the investment in corporate bonds; and

(3) identifies the funds eligible to be invested in corporate bonds.

(f) The investment officer of an independent school district, acting on behalf of the district, shall sell corporate bonds in which the district has invested its funds not later than the seventh day after the date a nationally recognized investment rating firm:

(1) issues a release that places the corporate bonds or the domestic business entity that issued the corporate bonds on negative credit watch or the equivalent, if the corporate bonds are rated "AA-" or the equivalent at the time the release is issued; or

(2) changes the rating on the corporate bonds to a rating lower than "AA-" or the equivalent.

(g) Corporate bonds are not an eligible investment for a public funds investment pool.

Added by Acts 2011, 82nd Leg., R.S., Ch. 1347, Sec. 1, eff. June 17, 2011.

Sec. 2256.0205. AUTHORIZED INVESTMENTS; DECOMMISSIONING TRUST. (a) In this section:

(1) "Decommissioning trust" means a trust created to provide the Nuclear Regulatory Commission assurance that funds will be available for decommissioning purposes as required under 10 C.F.R. Part 50 or other similar regulation.

(2) "Funds" includes any money held in a decommissioning trust regardless of whether the money is considered to be public funds under this subchapter.

(b) In addition to other investments authorized under this subchapter, a municipality that owns a municipal electric utility that is engaged in the distribution and sale of electric energy or natural gas to the public may invest funds held in a decommissioning trust in any investment authorized by Subtitle B, Title 9, Property Code.

Added by Acts 2005, 79th Leg., Ch. 121, Sec. 1, eff. September 1, 2005.

Sec. 2256.021. EFFECT OF LOSS OF REQUIRED RATING. An investment that requires a minimum rating under this subchapter does not qualify as an authorized investment during the period the investment does not have the minimum rating. An entity shall take all prudent measures that are consistent with its investment policy to liquidate an investment that does not have the minimum rating.
Added by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Sec. 2256.022. EXPANSION OF INVESTMENT AUTHORITY. Expansion of investment authority granted by this chapter shall require a risk assessment by the state auditor or performed at the direction of the state auditor, subject to the legislative audit committee's approval of including the review in the audit plan under Section 321.013.
Added by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.
Amended by Acts 2003, 78th Leg., ch. 785, Sec. 42, eff. Sept. 1, 2003.

Sec. 2256.023. INTERNAL MANAGEMENT REPORTS. (a) Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of investment transactions for all funds covered by this chapter for the preceding reporting period.

(b) The report must:

(1) describe in detail the investment position of the entity on the date of the report;

(2) be prepared jointly by all investment officers of the entity;

(3) be signed by each investment officer of the entity;

(4) contain a summary statement of each pooled fund group that states the:

(A) beginning market value for the reporting period;

(B) ending market value for the period; and

(C) fully accrued interest for the reporting period;

(5) state the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested;

(6) state the maturity date of each separately invested asset that has a maturity date;

(7) state the account or fund or pooled group fund in the state agency or local government for which each individual investment was acquired; and

(8) state the compliance of the investment portfolio of the state agency or local government as it relates to:

(A) the investment strategy expressed in the

agency's or local government's investment policy; and

(B) relevant provisions of this chapter.

(c) The report shall be presented not less than quarterly to the governing body and the chief executive officer of the entity within a reasonable time after the end of the period.

(d) If an entity invests in other than money market mutual funds, investment pools or accounts offered by its depository bank in the form of certificates of deposit, or money market accounts or similar accounts, the reports prepared by the investment officers under this section shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the governing body by that auditor.

Added by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 1421, Sec. 12, eff. Sept. 1, 1997.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1004, Sec. 9, eff. June 17, 2011.

Sec. 2256.024. SUBCHAPTER CUMULATIVE. (a) The authority granted by this subchapter is in addition to that granted by other law. Except as provided by Subsection (b), this subchapter does not:

(1) prohibit an investment specifically authorized by

other law; or

(2) authorize an investment specifically prohibited by other law.

(b) Except with respect to those investing entities described in Subsection (c), a security described in Section 2256.009(b) is not an authorized investment for a state agency, a local government, or another investing entity, notwithstanding any other provision of this chapter or other law to the contrary.

(c) Mortgage pass-through certificates and individual mortgage loans that may constitute an investment described in Section 2256.009(b) are authorized investments with respect to the housing bond programs operated by:

(1) the Texas Department of Housing and Community Affairs or a nonprofit corporation created to act on its behalf;

(2) an entity created under Chapter 392, Local Government Code; or

(3) an entity created under Chapter 394, Local Government Code.

Added by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Sec. 2256.025. SELECTION OF AUTHORIZED BROKERS. The governing body of an entity subject to this subchapter or the designated investment committee of the entity shall, at least annually, review, revise, and adopt a list of qualified brokers

that are authorized to engage in investment transactions with the entity.

Added by Acts 1997, 75th Leg., ch. 1421, Sec. 13, eff. Sept. 1, 1997.

Sec. 2256.026. STATUTORY COMPLIANCE. All investments made by entities must comply with this subchapter and all federal, state, and local statutes, rules, or regulations.

Added by Acts 1997, 75th Leg., ch. 1421, Sec. 13, eff. Sept. 1, 1997.

SUBCHAPTER B. MISCELLANEOUS PROVISIONS

Sec. 2256.051. ELECTRONIC FUNDS TRANSFER. Any local government may use electronic means to transfer or invest all funds collected or controlled by the local government.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Sec. 2256.052. PRIVATE AUDITOR. Notwithstanding any other law, a state agency shall employ a private auditor if authorized by the legislative audit committee either on the committee's initiative or on request of the governing body of the agency.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1,

1995.

Sec. 2256.053. PAYMENT FOR SECURITIES PURCHASED BY STATE. The comptroller or the disbursing officer of an agency that has the power to invest assets directly may pay for authorized securities purchased from or through a member in good standing of the National Association of Securities Dealers or from or through a national or state bank on receiving an invoice from the seller of the securities showing that the securities have been purchased by the board or agency and that the amount to be paid for the securities is just, due, and unpaid. A purchase of securities may not be made at a price that exceeds the existing market value of the securities.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1423, Sec. 8.67, eff. Sept. 1, 1997.

Sec. 2256.054. DELIVERY OF SECURITIES PURCHASED BY STATE. A security purchased under this chapter may be delivered to the comptroller, a bank, or the board or agency investing its funds. The delivery shall be made under normal and recognized practices in the securities and banking industries, including the book entry procedure of the Federal Reserve Bank.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1,

1995; Acts 1997, 75th Leg., ch. 1423, Sec. 8.68, eff. Sept. 1, 1997.

Sec. 2256.055. DEPOSIT OF SECURITIES PURCHASED BY STATE. At the direction of the comptroller or the agency, a security purchased under this chapter may be deposited in trust with a bank or federal reserve bank or branch designated by the comptroller, whether in or outside the state. The deposit shall be held in the entity's name as evidenced by a trust receipt of the bank with which the securities are deposited.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1423, Sec. 8.69, eff. Sept. 1, 1997.

APPENDIX B

Chapter 2257-Public Funds Collateral Act

GOVERNMENT CODE

TITLE 10. GENERAL GOVERNMENT

SUBTITLE F. STATE AND LOCAL CONTRACTS AND FUND MANAGEMENT

CHAPTER 2257. COLLATERAL FOR PUBLIC FUNDS

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 2257.001. SHORT TITLE. This chapter may be cited as the Public Funds Collateral Act.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2257.002. DEFINITIONS. In this chapter:

(1) "Bank holding company" has the meaning assigned by Section 31.002(a), Finance Code.

(2) "Control" has the meaning assigned by Section 31.002(a), Finance Code.

(3) "Deposit of public funds" means public funds of a public entity that:

(A) the comptroller does not manage under Chapter 404; and

(B) are held as a demand or time deposit by a depository institution expressly authorized by law to accept a public entity's demand or time deposit.

(4) "Eligible security" means:

(A) a surety bond;

(B) an investment security;

(C) an ownership or beneficial interest in an investment security, other than an option contract to purchase or sell an investment security;

(D) a fixed-rate collateralized mortgage obligation that has an expected weighted average life of 10 years or less and does not constitute a high-risk mortgage security;

(E) a floating-rate collateralized mortgage obligation that does not constitute a high-risk mortgage security; or

(F) a letter of credit issued by a federal home loan bank.

(5) "Investment security" means:

(A) an obligation that in the opinion of the attorney general of the United States is a general obligation of the United States and backed by its full faith and credit;

(B) a general or special obligation issued by a public agency that is payable from taxes, revenues, or a combination of taxes and revenues; or

(C) a security in which a public entity may invest under Subchapter A, Chapter 2256.

(6) "Permitted institution" means:

(A) a Federal Reserve Bank;

(B) a clearing corporation, as defined by Section 8.102, Business & Commerce Code;

(C) a bank eligible to be a custodian under Section 2257.041; or

(D) a state or nationally chartered bank that is controlled by a bank holding company that controls a bank eligible to be a custodian under Section 2257.041.

(7) "Public agency" means a state or a political or governmental entity, agency, instrumentality, or subdivision of a state, including a municipality, an institution of higher education, as defined by Section 61.003, Education Code, a junior college, a district created under Article XVI, Section 59, of the Texas Constitution, and a public hospital.

(8) "Public entity" means a public agency in this state, but does not include an institution of higher education, as defined by Section 61.003, Education Code.

(9) "State agency" means a public entity that:

(A) has authority that is not limited to a geographic portion of the state; and

(B) was created by the constitution or a statute.

(10) "Trust receipt" means evidence of receipt, identification, and recording, including:

(A) a physical controlled trust receipt; or

(B) a written or electronically transmitted advice

of transaction.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993. Amended by Acts 1995, 74th Leg., ch. 76, Sec. 5.48(a), eff. Sept. 1, 1995; Acts 1995, 74th Leg., ch. 914, Sec. 5, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 254, Sec. 1, eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 891, Sec. 3.22(4), eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 1423, Sec. 8.70, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 62, Sec. 7.63, eff. Sept. 1, 1999.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 783, Sec. 1, eff. June 17, 2011.

Sec. 2257.0025. HIGH-RISK MORTGAGE SECURITY. (a) For purposes of this chapter, a fixed-rate collateralized mortgage obligation is a high-risk mortgage security if the security:

(1) has an average life sensitivity with a weighted average life that:

(A) extends by more than four years, assuming an immediate and sustained parallel shift in the yield curve of plus 300 basis points; or

(B) shortens by more than six years, assuming an immediate and sustained parallel shift in the yield curve of minus 300 basis points; and

(2) is price sensitive; that is, the estimated change

in the price of the mortgage derivative product is more than 17 percent, because of an immediate and sustained parallel shift in the yield curve of plus or minus 300 basis points.

(b) For purposes of this chapter, a floating-rate collateralized mortgage obligation is a high-risk mortgage security if the security:

(1) bears an interest rate that is equal to the contractual cap on the instrument; or

(2) is price sensitive; that is, the estimated change in the price of the mortgage derivative product is more than 17 percent, because of an immediate and sustained parallel shift in the yield curve of plus or minus 300 basis points.

Added by Acts 1997, 75th Leg., ch. 254, Sec. 2, eff. Sept. 1, 1997.

Sec. 2257.003. CHAPTER NOT APPLICABLE TO DEFERRED COMPENSATION PLANS. This chapter does not apply to funds that a public entity maintains or administers under a deferred compensation plan, the federal income tax treatment of which is governed by Section 401(k) or 457 of the Internal Revenue Code of 1986 (26 U.S.C. Sections 401(k) and 457).

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2257.004. CONFLICT WITH OTHER LAW. This chapter prevails over any other law relating to security for a deposit of

public funds to the extent of any conflict.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2257.005. CONTRACT GOVERNS LEGAL ACTION. A legal action brought by or against a public entity that arises out of or in connection with the duties of a depository, custodian, or permitted institution under this chapter must be brought and maintained as provided by the contract with the public entity.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

SUBCHAPTER B. DEPOSITORY; SECURITY FOR DEPOSIT OF PUBLIC FUNDS

Sec. 2257.021. COLLATERAL REQUIRED. A deposit of public funds shall be secured by eligible security to the extent and in the manner required by this chapter.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2257.022. AMOUNT OF COLLATERAL. (a) Except as provided by Subsection (b), the total value of eligible security to secure a deposit of public funds must be in an amount not less than the amount of the deposit of public funds:

(1) increased by the amount of any accrued interest; and

(2) reduced to the extent that the United States or an

instrumentality of the United States insures the deposit.

(b) The total value of eligible security described by Section 45.201(4)(D), Education Code, to secure a deposit of public funds of a school district must be in an amount not less than 110 percent of the amount of the deposit as determined under Subsection (a). The total market value of the eligible security must be reported at least once each month to the school district.

(c) The value of a surety bond is its face value.

(d) The value of an investment security is its market value. Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993. Amended by Acts 2003, 78th Leg., ch. 201, Sec. 46, eff. Sept. 1, 2003.

Sec. 2257.023. COLLATERAL POLICY. (a) In accordance with a written policy approved by the governing body of the public entity, a public entity shall determine if an investment security is eligible to secure deposits of public funds.

(b) The written policy may include:

(1) the security of the institution that obtains or holds an investment security;

(2) the substitution or release of an investment security; and

(3) the method by which an investment security used to secure a deposit of public funds is valued.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2257.024. CONTRACT FOR SECURING DEPOSIT OF PUBLIC FUNDS. (a) A public entity may contract with a bank that has its main office or a branch office in this state to secure a deposit of public funds.

(b) The contract may contain a term or condition relating to an investment security used as security for a deposit of public funds, including a term or condition relating to the:

(1) possession of the collateral;

(2) substitution or release of an investment security;

(3) ownership of the investment securities of the bank used to secure a deposit of public funds; and

(4) method by which an investment security used to secure a deposit of public funds is valued.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993. Amended by Acts 1999, 76th Leg., ch. 344, Sec. 5.006, eff. Sept. 1, 1999.

Sec. 2257.025. RECORDS OF DEPOSITORY. (a) A public entity's depository shall maintain a separate, accurate, and complete record relating to a pledged investment security, a deposit of public funds, and a transaction related to a pledged investment security.

(b) The comptroller or the public entity may examine and

verify at any reasonable time a pledged investment security or a record a depository maintains under this section.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993. Amended by Acts 1997, 75th Leg., ch. 891, Sec. 3.16, eff. Sept. 1, 1997.

Sec. 2257.026. CHANGE IN AMOUNT OR ACTIVITY OF DEPOSITS OF PUBLIC FUNDS. A public entity shall inform the depository for the public entity's deposit of public funds of a significant change in the amount or activity of those deposits within a reasonable time before the change occurs.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

SUBCHAPTER C. CUSTODIAN; PERMITTED INSTITUTION

Sec. 2257.041. DEPOSIT OF SECURITIES WITH CUSTODIAN. (a) In addition to other authority granted by law, a depository for a public entity other than a state agency may deposit with a custodian a security pledged to secure a deposit of public funds.

(b) At the request of the public entity, a depository for a public entity other than a state agency shall deposit with a custodian a security pledged to secure a deposit of public funds.

(c) A depository for a state agency shall deposit with a custodian a security pledged to secure a deposit of public funds.

The custodian and the state agency shall agree in writing on the terms and conditions for securing a deposit of public funds.

(d) A custodian must be approved by the public entity and be:

(1) a state or national bank that:

(A) is designated by the comptroller as a state depository;

(B) has its main office or a branch office in this state; and

(C) has a capital stock and permanent surplus of $5 million or more;

(2) the Texas Treasury Safekeeping Trust Company;

(3) a Federal Reserve Bank or a branch of a Federal Reserve Bank;

(4) a federal home loan bank; or

(5) a financial institution authorized to exercise fiduciary powers that is designated by the comptroller as a custodian pursuant to Section 404.031(e).

(e) A custodian holds in trust the securities to secure the deposit of public funds of the public entity in the depository pledging the securities.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993. Amended by Acts 1995, 74th Leg., ch. 1010, Sec. 1, eff. June 17, 1995; Acts 1997, 75th Leg., ch. 891, Sec. 3.17, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 344, Sec. 5.007, eff. Sept. 1,

1999.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 486, Sec. 3, eff. September 1, 2009.

Sec. 2257.042. DEPOSIT OF SECURITIES WITH PERMITTED INSTITUTION. (a) A custodian may deposit with a permitted institution an investment security the custodian holds under Section 2257.041.

(b) If a deposit is made under Subsection (a):

(1) the permitted institution shall hold the investment security to secure funds the public entity deposits in the depository that pledges the investment security;

(2) the trust receipt the custodian issues under Section 2257.045 shall show that the custodian has deposited the security in a permitted institution; and

(3) the permitted institution, on receipt of the investment security, shall immediately issue to the custodian an advice of transaction or other document that is evidence that the custodian deposited the security in the permitted institution.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2257.043. DEPOSITORY AS CUSTODIAN OR PERMITTED INSTITUTION. (a) A public entity other than a state agency may

prohibit a depository or an entity of which the depository is a branch from being the custodian of or permitted institution for a security the depository pledges to secure a deposit of public funds.

(b) A depository or an entity of which the depository is a branch may not be the custodian of or permitted institution for a security the depository pledges to secure a deposit of public funds by a state agency.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2257.044. CUSTODIAN AS BAILEE. (a) A custodian under this chapter or a custodian of a security pledged to an institution of higher education, as defined by Section 61.003, Education Code, whether acting alone or through a permitted institution, is for all purposes the bailee or agent of the public entity or institution depositing the public funds with the depository.

(b) To the extent of any conflict, Subsection (a) prevails over Chapter 8 or 9, Business & Commerce Code.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2257.045. RECEIPT OF SECURITY BY CUSTODIAN. On receipt of an investment security, a custodian shall:

(1) immediately identify on its books and records, by book entry or another method, the pledge of the security to the

public entity; and

(2) promptly issue and deliver to the appropriate public entity officer a trust receipt for the pledged security.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2257.046. BOOKS AND RECORDS OF CUSTODIAN; INSPECTION. (a) A public entity's custodian shall maintain a separate, accurate, and complete record relating to each pledged investment security and each transaction relating to a pledged investment security.

(b) The comptroller or the public entity may examine and verify at any reasonable time a pledged investment security or a record a custodian maintains under this section. The public entity or its agent may inspect at any time an investment security evidenced by a trust receipt.

(c) The public entity's custodian shall file a collateral report with the comptroller in the manner and on the dates prescribed by the comptroller.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993. Amended by Acts 1997, 75th Leg., ch. 891, Sec. 3.18, eff. Sept. 1, 1997.

Sec. 2257.047. BOOKS AND RECORDS OF PERMITTED INSTITUTION. (a) A permitted institution may apply book entry procedures when

an investment security held by a custodian is deposited under Section 2257.042.

(b) A permitted institution's records must at all times state the name of the custodian that deposits an investment security in the permitted institution.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2257.048. ATTACHMENT AND PERFECTION OF SECURITY INTEREST. (a) A security interest that arises out of a depository's pledge of a security to secure a deposit of public funds by a public entity or an institution of higher education, as defined by Section 61.003, Education Code, is created, attaches, and is perfected for all purposes under state law from the time that the custodian identifies the pledge of the security on the custodian's books and records and issues the trust receipt.

(b) A security interest in a pledged security remains perfected in the hands of a subsequent custodian or permitted institution.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

SUBCHAPTER D. AUDITS AND EXAMINATIONS; PENALTIES

Sec. 2257.061. AUDITS AND EXAMINATIONS. As part of an audit or regulatory examination of a public entity's depository or

custodian, the auditor or examiner shall:

(1) examine and verify pledged investment securities and records maintained under Section 2257.025 or 2257.046; and

(2) report any significant or material noncompliance with this chapter to the comptroller.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993. Amended by Acts 1997, 75th Leg., ch. 891, Sec. 3.19, eff. Sept. 1, 1997.

Sec. 2257.062. PENALTIES. (a) The comptroller may revoke a depository's designation as a state depository for one year if, after notice and a hearing, the comptroller makes a written finding that the depository, while acting as either a depository or a custodian:

(1) did not maintain reasonable compliance with this chapter; and

(2) failed to remedy a violation of this chapter within a reasonable time after receiving written notice of the violation.

(b) The comptroller may permanently revoke a depository's designation as a state depository if the comptroller makes a written finding that the depository:

(1) has not maintained reasonable compliance with this chapter; and

(2) has acted in bad faith by not remedying a violation

of this chapter.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993. Amended by Acts 1997, 75th Leg., ch. 891, Sec. 3.19, eff. Sept. 1, 1997.

Sec. 2257.063. MITIGATING CIRCUMSTANCES. (a) The comptroller shall consider the total circumstances relating to the performance of a depository or custodian when the comptroller makes a finding required by Section 2257.062, including the extent to which the noncompliance is minor, isolated, temporary, or nonrecurrent.

(b) The comptroller may not find that a depository or custodian did not maintain reasonable compliance with this chapter if the noncompliance results from the public entity's failure to comply with Section 2257.026.

(c) This section does not relieve a depository or custodian of the obligation to secure a deposit of public funds with eligible security in the amount and manner required by this chapter within a reasonable time after the public entity deposits the deposit of public funds with the depository.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993. Amended by Acts 1997, 75th Leg., ch. 891, Sec. 3.19, eff. Sept. 1, 1997.

Sec. 2257.064. REINSTATEMENT. The comptroller may reinstate a depository's designation as a state depository if:

(1) the comptroller determines that the depository has remedied all violations of this chapter; and

(2) the depository assures the comptroller to the comptroller's satisfaction that the depository will maintain reasonable compliance with this chapter.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993. Amended by Acts 1997, 75th Leg., ch. 891, Sec. 3.19, eff. Sept. 1, 1997.

SUBCHAPTER E. EXEMPT INSTITUTIONS

Sec. 2257.081. DEFINITION. In this subchapter, "exempt institution" means:

(1) a public retirement system, as defined by Section 802.001; or

(2) the permanent school fund, as described by Section 43.001, Education Code.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 6.31, eff. Sept. 1, 1997.

Sec. 2257.082. FUNDS OF EXEMPT INSTITUTION. An exempt

institution is not required to have its funds fully insured or collateralized at all times if:

(1) the funds are held by:

(A) a custodian of the institution's assets under a trust agreement; or

(B) a person in connection with a transaction related to an investment; and

(2) the governing body of the institution, in exercising its fiduciary responsibility, determines that the institution is adequately protected by using a trust agreement, special deposit, surety bond, substantial deposit insurance, or other method an exempt institution commonly uses to protect itself from liability.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2257.083. INVESTMENT; SELECTION OF DEPOSITORY. This chapter does not:

(1) prohibit an exempt institution from prudently investing in a certificate of deposit; or

(2) restrict the selection of a depository by the governing body of an exempt institution in accordance with its fiduciary duty.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

SUBCHAPTER F. POOLED COLLATERAL TO SECURE

DEPOSITS OF CERTAIN PUBLIC FUNDS

Sec. 2257.101. DEFINITION. In this subchapter, "participating institution" means a financial institution that holds one or more deposits of public funds and that participates in the pooled collateral program under this subchapter.
Added by Acts 2009, 81st Leg., R.S., Ch. 486, Sec. 1, eff. September 1, 2009.

Sec. 2257.102. POOLED COLLATERAL PROGRAM. (a) As an alternative to collateralization under Subchapter B, the comptroller by rule shall establish a program for centralized pooled collateralization of deposits of public funds and for monitoring collateral maintained by participating institutions. The rules must provide that deposits of public funds of a county are not eligible for collateralization under the program. The comptroller shall provide for a separate collateral pool for any single participating institution's deposits of public funds.

(b) Under the pooled collateral program, the collateral of a participating institution pledged for a public deposit may not be combined with, cross-collateralized with, aggregated with, or pledged to another participating institution's collateral pools for pledging purposes.

(c) A participating institution may pledge its pooled securities to more than one participating depositor under contract with that participating institution.

(d) The pooled collateral program must provide for:

(1) participation in the program by a participating institution and each affected public entity to be voluntary;

(2) uniform procedures for processing all collateral transactions that are subject to an approved security agreement described by Section 2257.103; and

(3) the pledging of a participating institution's collateral securities using a single custodial account instead of an account for each depositor of public funds.

Added by Acts 2009, 81st Leg., R.S., Ch. 486, Sec. 1, eff. September 1, 2009.

Sec. 2257.103. PARTICIPATION IN POOLED COLLATERAL PROGRAM. A financial institution may participate in the pooled collateral program only if:

(1) the institution has entered into a binding collateral security agreement with a public agency for a deposit of public funds and the agreement permits the institution's participation in the program;

(2) the comptroller has approved the institution's participation in the program; and

(3) the comptroller has approved or provided the collateral security agreement form used.

Added by Acts 2009, 81st Leg., R.S., Ch. 486, Sec. 1, eff. September 1, 2009.

Sec. 2257.104. COLLATERAL REQUIRED; CUSTODIAN TRUSTEE. (a) Each participating institution shall secure its deposits of public funds with eligible securities the total value of which equals at least 102 percent of the amount of the deposits of public funds covered by a security agreement described by Section 2257.103 and deposited with the participating institution, reduced to the extent that the United States or an instrumentality of the United States insures the deposits. For purposes of determining whether collateral is sufficient to secure a deposit of public funds, Section 2257.022(b) does not apply to a deposit of public funds held by the participating institution and collateralized under this subchapter.

(b) A participating institution shall provide for the collateral securities to be held by a custodian trustee, on behalf of the participating institution, in trust for the benefit of the pooled collateral program. A custodian trustee must qualify as a custodian under Section 2257.041.

(c) The comptroller by rule shall regulate a custodian trustee under the pooled collateral program in the manner provided

by Subchapter C to the extent practicable. The rules must ensure that a custodian trustee depository does not own, is not owned by, and is independent of the financial institution or institutions for which it holds the securities in trust, except that the rules must allow the following to be a custodian trustee:

(1) a federal reserve bank;

(2) a banker's bank, as defined by Section 34.105, Finance Code; and

(3) a federal home loan bank.

Added by Acts 2009, 81st Leg., R.S., Ch. 486, Sec. 1, eff. September 1, 2009.

Sec. 2257.105. MONITORING COLLATERAL. (a) Each participating institution shall file the following reports with the comptroller electronically and as prescribed by rules of the comptroller:

(1) a daily report of the aggregate ledger balance of deposits of public agencies participating in the pooled collateral program that are held by the institution, with each public entity's funds held itemized;

(2) a weekly summary report of the total market value of securities held by a custodian trustee on behalf of the participating institution;

(3) a monthly report listing the collateral securities

held by a custodian trustee on behalf of the participating institution, together with the value of the securities; and

(4) as applicable, a participating institution's annual report that includes the participating institution's financial statements.

(b) The comptroller shall provide the participating institution an acknowledgment of each report received.

(c) The comptroller shall provide a daily report of the market value of the securities held in each pool.

(d) The comptroller shall post each report on the comptroller's Internet website.

Added by Acts 2009, 81st Leg., R.S., Ch. 486, Sec. 1, eff. September 1, 2009.

Sec. 2257.106. ANNUAL ASSESSMENT. (a) Once each state fiscal year, the comptroller shall impose against each participating institution an assessment in an amount sufficient to pay the costs of administering this subchapter. The amount of an assessment must be based on factors that include the number of public entity accounts a participating institution maintains, the number of transactions a participating institution conducts, and the aggregate average weekly deposit amounts during that state fiscal year of each participating institution's deposits of public funds collateralized under this subchapter. The comptroller by

rule shall establish the formula for determining the amount of the assessments imposed under this subsection.

(b) The comptroller shall provide to each participating institution a notice of the amount of the assessment against the institution.

(c) A participating institution shall remit to the comptroller the amount assessed against it under this section not later than the 45th day after the date the institution receives the notice under Subsection (b).

(d) Money remitted to the comptroller under this section may be appropriated only for the purposes of administering this subchapter.

Added by Acts 2009, 81st Leg., R.S., Ch. 486, Sec. 1, eff. September 1, 2009.

Sec. 2257.107. PENALTY FOR REPORTING VIOLATION. The comptroller may impose an administrative penalty against a participating institution that does not timely file a report required by Section 2257.105.

Added by Acts 2009, 81st Leg., R.S., Ch. 486, Sec. 1, eff. September 1, 2009.

Sec. 2257.108. NOTICE OF COLLATERAL VIOLATION; ADMINISTRATIVE PENALTY. (a) The comptroller may issue a notice to a

participating institution that the institution appears to be in violation of collateral requirements under Section 2257.104 and rules of the comptroller.

(b) The comptroller may impose an administrative penalty against a participating institution that does not maintain collateral in an amount and in the manner required by Section 2257.104 and rules of the comptroller if the participating institution has not remedied the violation before the third business day after the date a notice is issued under Subsection (a).

Added by Acts 2009, 81st Leg., R.S., Ch. 486, Sec. 1, eff. September 1, 2009.

Sec. 2257.109. PENALTY FOR FAILURE TO PAY ASSESSMENT. The comptroller may impose an administrative penalty against a participating institution that does not pay an assessment against it in the time provided by Section 2257.106(c).

Added by Acts 2009, 81st Leg., R.S., Ch. 486, Sec. 1, eff. September 1, 2009.

Sec. 2257.110. PENALTY AMOUNT; PENALTIES NOT EXCLUSIVE. (a) The comptroller by rule shall adopt a formula for determining the amount of a penalty under this subchapter. For each violation and for each day of a continuing violation, a penalty must be at least

$100 per day and not more than $1,000 per day. The penalty must be based on factors that include:

(1) the aggregate average weekly deposit amounts during the state fiscal year of the institution's deposits of public funds;

(2) the number of violations by the institution during the state fiscal year;

(3) the number of days of a continuing violation; and

(4) the average asset base of the institution as reported on the institution's year-end report of condition.

(b) The penalties provided by Sections 2257.107-2257.109 are in addition to those provided by Subchapter D or other law.

Added by Acts 2009, 81st Leg., R.S., Ch. 486, Sec. 1, eff. September 1, 2009.

Sec. 2257.111. PENALTY PROCEEDING CONTESTED CASE. A proceeding to impose a penalty under Section 2257.107, 2257.108, or 2257.109 is a contested case under Chapter 2001.

Added by Acts 2009, 81st Leg., R.S., Ch. 486, Sec. 1, eff. September 1, 2009.

Sec. 2257.112. SUIT TO COLLECT PENALTY. The attorney general may sue to collect a penalty imposed under Section 2257.107, 2257.108, or 2257.109.

Added by Acts 2009, 81st Leg., R.S., Ch. 486, Sec. 1, eff. September 1, 2009.

Sec. 2257.113. ENFORCEMENT STAYED PENDING REVIEW. Enforcement of a penalty imposed under Section 2257.107, 2257.108, or 2257.109 may be stayed during the time the order is under judicial review if the participating institution pays the penalty to the clerk of the court or files a supersedeas bond with the court in the amount of the penalty. A participating institution that cannot afford to pay the penalty or file the bond may stay the enforcement by filing an affidavit in the manner required by the Texas Rules of Civil Procedure for a party who cannot afford to file security for costs, subject to the right of the comptroller to contest the affidavit as provided by those rules.

Added by Acts 2009, 81st Leg., R.S., Ch. 486, Sec. 1, eff. September 1, 2009.

Sec. 2257.114. USE OF COLLECTED PENALTIES. Money collected as penalties under this subchapter may be appropriated only for the purposes of administering this subchapter.

Added by Acts 2009, 81st Leg., R.S., Ch. 486, Sec. 1, eff. September 1, 2009.

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

TRANSMITTAL OF DOCUMENTS – OCTOBER 28, 2014

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

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

Dear Mr. Rao:

Enclosed concerning the contract referenced above is one fully-executed duplicate original document for your files.

Please do not hesitate to contact me if you have any questions. I can be reached at (512) 936-6342 or by email at andrew.hawkins@glo.texas.gov.

Best regards,

Andrew Hawkins
Staff Attorney

enclosure

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

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

ARTICLE 1 – GENERAL PROVISIONS

1.01 PURPOSE

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

1.02 CONTRACT DOCUMENTS

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

ATTACHMENT A: **PROJECT WORK PLAN AND BUDGET**

ATTACHMENT B: **PROJECT LOCATION MAPS**

ATTACHMENT C: **GENERAL AFFIRMATIONS**

1.03 DEFINITIONS

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

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

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

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

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

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

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

"GAAP" means "generally accepted accounting principles."

"GASB" means the Governmental Accounting Standards Board.

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

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

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

"Mentor Protégé" means the Comptroller of Public Accounts' leadership program found at: **http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/**.

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

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

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

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

"Qualified Project Partner" or "QPP" means Jefferson County.

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

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

1.04 INTERPRETIVE PROVISIONS

(a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms;

(b) The words "hereof," "herein," "hereunder," and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, work order, or schedule of this Contract unless otherwise specified;

(c) The term "including" is not limiting and means "including without limitation" and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation;

(d) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract;

(e) All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract;

(f) This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each shall be performed in accordance with its terms;

(g) Unless otherwise expressly provided, reference to any action of the GLO or by the GLO by way of consent, approval, or waiver shall be deemed modified by the phrase "in its/their sole discretion." Notwithstanding the preceding sentence, any approval, consent, or waiver required by, or requested of, the GLO shall not be unreasonably withheld or delayed;

(h) All due dates and/or deadlines referenced in this Contract that occur on a weekend or holiday shall be considered as if occurring on the next business day;

(i) All time periods in this Contract shall commence on the day after the date on which the applicable event occurred, report is submitted, or request is received; and

(j) Time is of the essence in this Contract.

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ARTICLE 2 – SCOPE OF PROJECT

2.01 PROJECT DESCRIPTION

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

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

2.02 PROJECT MANAGERS

The designated Project Managers for this Project are:

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

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

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ARTICLE 3 – TERM

3.01 DURATION

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

3.02 EARLY TERMINATION

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

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ARTICLE 4 – FUNDING

4.01 TOTAL PROJECT BUDGET

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

4.02 CEPRA ACCOUNT

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

4.03 QPP CONTRIBUTION

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

4.04 PARTNER MATCH

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

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

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

Requests for reimbursement must:

(a) be submitted to vendorinvoices@glo.texas.gov; with a copy to the GLO Project Manager at thomas.durnin@glo.texas.gov; and

(b) be supported by documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred; and

(c) prominently display **"GLO Contract No. 15-075-000-8730."**

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

4.05 ALTERNATIVE SOURCE FUNDING

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

4.06 GENERAL AFFIRMATIONS

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

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ARTICLE 5 - STATE FUNDING / RECAPTURE / OVERPAYMENT

5.01 STATE FUNDING

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

5.02 RECAPTURE OF FUNDS

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

5.03 OVERPAYMENT

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

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ARTICLE 6 – RECORDS, AUDIT, AND PUBLIC DISCLOSURE

6.01 BOOKS AND RECORDS

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

6.02 INSPECTION AND AUDIT

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

6.03 PERIOD OF RETENTION

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

6.04 PUBLIC INFORMATION

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

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6.05 CONFIDENTIALITY

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

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ARTICLE 7 - MISCELLANEOUS PROVISIONS

7.01 INSURANCE

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

7.02 LEGAL OBLIGATIONS

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

7.03 INDEMNITY

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

7.04 RELATIONSHIP OF THE PARTIES

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

7.05 COMPLIANCE WITH OTHER LAWS

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

7.06 NOTICES

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

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

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

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

7.07 GOVERNING LAW AND VENUE

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

7.08 DISPUTE RESOLUTION

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

7.09 ENTIRE CONTRACT AND MODIFICATIONS

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

7.10 PROPER AUTHORITY

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

7.11 COUNTERPARTS

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

7.12 SEVERABILITY

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

7.13 FORCE MAJEURE

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

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

SIGNATURE PAGE FOLLOWS

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

GENERAL LAND OFFICE

Larry L. Laine, Chief Clerk/
Deputy Land Commissioner

Date of execution: 10/27/14

DS AH LEGAL DS SCA

DS TD PM DS KF

Deputy DS HSY

AGC DS

GC DS

JEFFERSON COUNTY

By: JEFF R. BRANICK

Title: COUNTY JUDGE

Date of execution: 10/20/14

ATTACHMENTS TO THIS CONTRACT:

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

ATTACHMENTS FOLLOW

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KEITH LAKE FISH PASS BAFFLE MARSH RESTORATION
CEPRA PROJECT No. 1577

PERMITTING/FINAL ENGINEERING DESIGN/CONSTRUCTION WORK PLAN

1. To address the permitting, final engineering design and construction of a baffle structure to modify the Keith Lake Fish Pass channel adjacent to Keith Lake in Jefferson County, the GLO shall:

   a. Expend from the CEPRA account an amount not to exceed $1,890,000.00, in accordance with the contract, to be provided to the Qualified Project Partner on an expense reimbursement request basis.
   b. Identify, document and confer with the Qualified Project Partner on the exact location and extent of the project area.
   c. Assist the Qualified Project Partner with procuring other related contracting services if necessary or required.
   d. Provide oversight review and approval of professional services provided in-house by the Qualified Project Partner as necessary or required.
   e. Estimate total project costs and specifics of cost-sharing requirements.
   f. Provide financial point of contact.
   g. Comply with all federal, state and local regulations, where applicable.

2. To address the permitting, final engineering design and construction of a baffle structure to modify the Keith Lake Fish Pass channel adjacent to Keith Lake in Jefferson County, the Qualified Project Partner shall:

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

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- supplies.

h. Document local support (local associations and/or foundations, etc.).

i. Provide project point of contact.

j. Comply with all local, state and federal regulations, where applicable.

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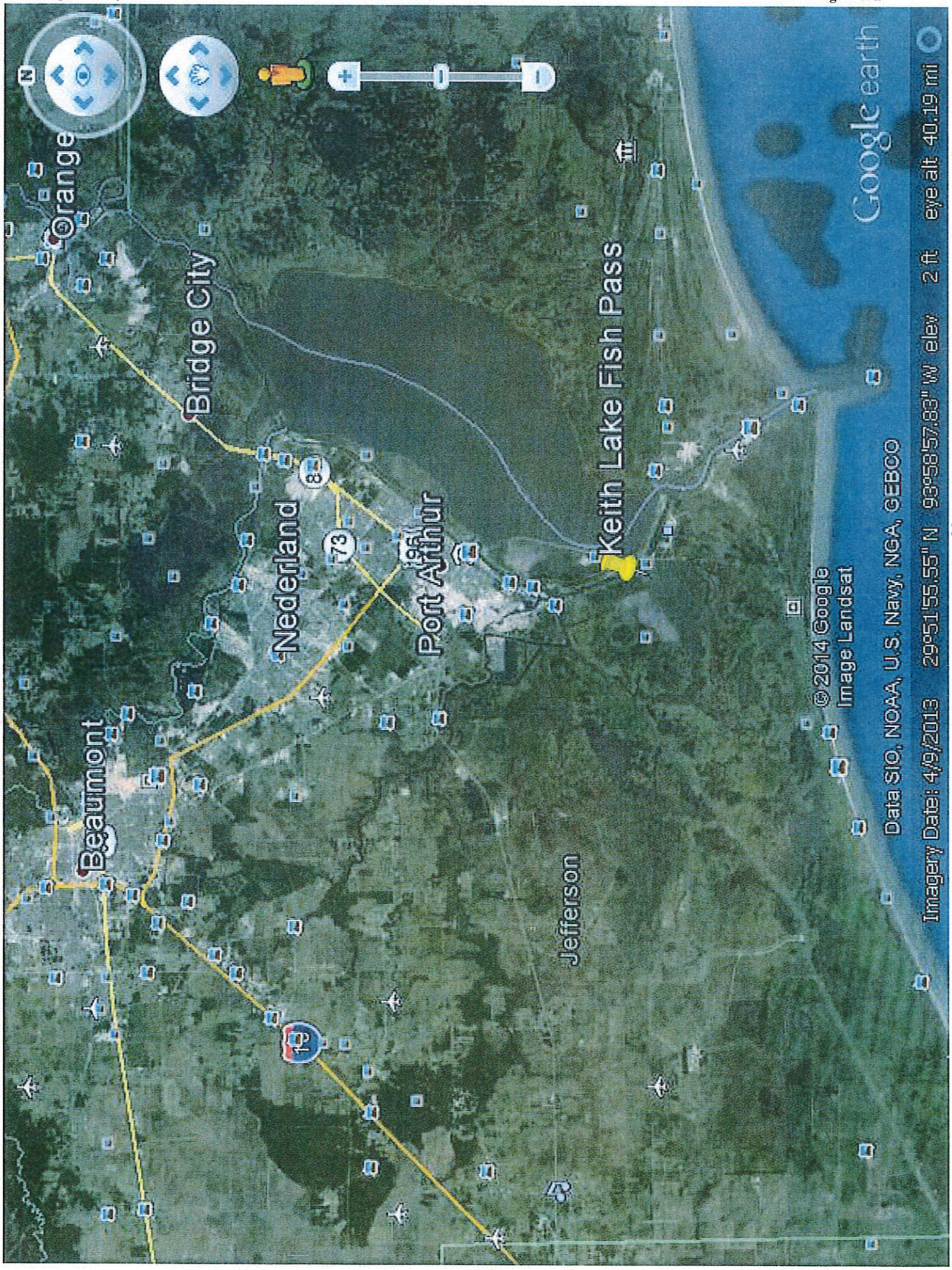
BUDGET
KEITH LAKE FISH PASS BAFFLE MARSH RESTORATION
CEPRA PROJECT NO. 1577

PROJECT COSTS

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

COST SHARING SUMMARY

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


Orange
Bridge City
Nederland
Port Arthur
Beaumont
Keith Lake Fish Pass
Jefferson
Google earth
© 2014 Google
Image Landsat
Data SIO, NOAA, U.S. Navy, NGA, GEBCO
Imagery Date: 4/9/2013 29°51'55.55" N 93°58'57.83" W elev 2 ft eye alt 40.19 mi

Keith Lake Fish Pass
S 8th St
82
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Keith Lake
© 2014 Google
Imagery Date: 2/28/2013 29°46'07.62" N 93°56'47.99" W elev 0 ft eye alt 18788 ft
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Google earth

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GENERAL AFFIRMATIONS

Provider agrees without exception to the following affirmations:

1. The Provider has not given, offered to give, nor intends to give at anytime hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract.

2. Pursuant to Title 10, Section 2155.004 of the Texas Government Code, the Provider has not received compensation from the GLO for preparing any part of this Contract.

3. Under Section 231.006, Family Code, Provider certifies that the individual or business entity named in this Contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. Any Provider subject to this section must include names and Social Security Numbers of each person with at least twenty-five percent (25%) ownership in the business entity named in this Contract. This information must be provided prior to execution of any offer.

4. Provider certifies by signing this Attachment that: (a) the entity executing this Contract; (b) its principals; (c) its subcontractors; and (d) any personnel designated to perform services related to the work herein described are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal Department or Agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as Pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Provider's subcontracts if payment in whole or in part is from federal funds.

5. In addition, Provider certifies it is in compliance with all State of Texas statutes and rules relating to procurement; and that the participants named in items 4(a) through 4(d) above are not listed on the federal government's terrorism watch list described in Executive Order 13224. Entities ineligible for federal procurement are listed at **https://www.sam.gov/portal/public/SAM/,** which Provider may review in making this certification. Provider acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate. This provision shall be included in its entirety in Provider's subcontracts if payment in whole or in part is from federal funds.

6. Provider agrees that any payments due under this Contract will be applied towards any debt, including, but not limited to, delinquent taxes and child support that is owed to the State of Texas.

7. Provider certifies that it is in compliance with Texas Government Code, Title 6, Subtitle B, Section 669.003, relating to contracting with the executive head of a state agency. If this section applies, Provider will complete the following information in order for the bid to be evaluated:

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Name of Former Executive: _____

Name of State Agency: _____

Date of Separation from State Agency:_____

Position with Provider:_____

Date of Employment with Provider: _____

8. Provider agrees to comply with Texas Government Code, Title 10, Subtitle D, Section 2155.4441, relating to the purchase of products produced in the State of Texas under service contracts.

9. Provider understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Provider further agrees to cooperate fully with the State Auditor's Office, or its successor, in conducting the audit or investigation, including providing all records requested. Provider will ensure that this clause is included in any subcontract it awards.

10. Provider certifies that if it employs any former employee of the GLO, such employee will perform no work in connection with this Contract during the twelve (12) month period immediately following the employee's last date of employment at the GLO.

11. Provider shall not discriminate against any employee or applicant for employment because of race, disability, color, religion, sex, age, or national origin. The Provider shall take affirmative action to ensure that applicants are employed and that employees are treated without regard to their race, color, sex, religion, age, disability, or national origin. Such action shall include, but is not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Provider agrees to post notices, which set forth the provisions of this non-discrimination article, in conspicuous places available to employees or applicants for employment. Provider shall include the above provisions in all subcontracts pertaining to the work.

12. Provider understands that the GLO does not tolerate any type of fraud. The GLO's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Providers are expected to report any possible fraudulent or dishonest acts, waste, or abuse affecting any transaction with the GLO to the GLO's Internal Audit Director at 512.463.5338 or to tracey.hall@glo.texas.gov.

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

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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DONATION General Warranty Deed

Date: October 29, 2014

Grantor: PAMELA A. SIMINO; and GREGORY F. SIMINO

Grantor's Mailing Address:

PAMELA A. SIMINO
P. O. Box 374
Hamshire, Texas 77622

GREGORY F. SIMINO
P. O. Box 374
Hamshire, Texas 77622

Grantee: JEFFERSON COUNTY COMMISSIONERS COURT

Grantee's Mailing Address:

JEFFERSON COUNTY COMMISSIONERS COURT
c/o Judge Jeff Branick
1149 Pearl St.
Beaumont, Texas

Consideration: As a donation to Jefferson County for the purpose of maintaining a roadway over and across said property.

Property (including any improvements):

Tract Seven (7), containing 3.212 acres, out of EASY ACRES, PHASE 1, as per map or plat of said subdivision of record in Clerk's File 2014034072 in the Real Property Records of Jefferson County, Texas.

Reservations from Conveyance:

This conveyance is made subject to the following matters, to the extent same are in effect at this time: Any and all restrictions, covenants, conditions, easements and mineral reservations, if any, relating to the hereinabove described property, but only to the extent they are still in effect, shown of record in hereinabove mentioned County and State, and to all zoning laws, regulations, and ordinances of municipal and/or other governmental

authorities, if any, but only to the extent that they are still in effect, relating to the hereinabove described property.

Exceptions to Conveyance and Warranty: None

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

Pamela A. Simino
PAMELA A. SIMINO

GREGORY F. SIMINO

STATE OF TEXAS)

COUNTY OF JEFFERSON)

This instrument was acknowledged before me on October 29, 2014, by PAMELA A. SIMINO.

Patricia Revia
Notary Public, State of Texas
My commission expires: 05-09-2017

NOTARY PUBLIC STATE OF TEXAS
Patricia Revia
Commission Expires
05-09-2017

STATE OF TEXAS)

COUNTY OF JEFFERSON)

This instrument was acknowledged before me on October 29, 2014, by GREGORY F. SIMINO.

Patricia Revia

Notary Public, State of Texas
My commission expires: 05-09-2017

PREPARED IN THE OFFICE OF:

LeROY McCALL, JR.
P. O. BOX 120 / 25548 HWY. 124
HAMSHIRE, TX 77622
Tel: (409) 243-2116
Fax: (409) 243-3444

AFTER RECORDING RETURN TO:

JEFFERSON COUNTY COMMISSIONERS COURT
c/o Judge Jeff Branick
1149 Pearl St.
Beaumont, Texas

JEFFERSON COUNTY SHERIFF'S OFFICE

SHERIFF G. MITCH WOODS

CHIEF TIM SMITH — *LAW ENFORCEMENT*
CHIEF GEORGE MILLER — *CORRECTIONS*
CHIEF MARK DUBOIS — *SERVICES*
CHIEF RON HOBBS — *NARCOTICS*

RECEIVED
NOV 10 2014

To: Honorable Judge Jeff R. Branick
Commissioner Eddie Arnold
Commissioner Brent Weaver
Commissioner Michael Sinegal
Commissioner Everette Alfred

From: G. Mitch Woods, Sheriff

Subject: Retiring Office Specialist – Joan M. Siragusa

Date: November 10, 2014

Please place the following item on the Commissioners' Court agenda for November 17, 2014.

Consider and possible adopt a Resolution recognizing Joan M. Siragusa for 20 years and 9 months of dedicated service as an Office Specialist for the Jefferson County Sheriff's Office and to the citizens of Jefferson County and wishing her well in her retirement.

Sincerely,

G. Mitch Woods

G. Mitch Woods, Sheriff
Jefferson County, Texas

Resolution

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

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

WHEREAS, ***JOAN M. SIRAGUSA***, has devoted 20 years and 9 months of her life serving the people of Jefferson County with pride and professionalism; and

WHEREAS, ***JOAN M. SIRAGUSA***, has dedicated her talents and pledged her services as an Office Specialist in the Fugitive Warrant Division, Property/Evidence Department and Identification/Forensics Division, at the Jefferson County Correctional Facility; and

WHEREAS, through hard work and commitment to excellence, ***JOAN M. SIRAGUSA,*** has earned the respect of her colleagues and the citizens of Jefferson County; and

WHEREAS, having made a significant contribution to the Jefferson County Sheriffs' Office, ***JOAN M. SIRAGUSA,*** is recognized for her unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will always be missed by her friends and co-workers.

NOW THEREFORE, BE IT RESOLVED that the Jefferson County Commissioners Court does hereby honor and commend ***JOAN M. SIRAGUSA***, for her dedicated service as a valuable employee of Jefferson County and wishes her well in her retirement.

SIGNED this _____ day of _____, 2014.

_____

JUDGE JEFF R. BRANICK
County Judge

_____

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

_____

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

_____

COMMISSIONER BRENT WEAVER
Precinct No. 2

_____

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

JEFFERSON COUNTY SHERIFF'S OFFICE

SHERIFF G. MITCH WOODS

CHIEF TIM SMITH *LAW ENFORCEMENT* | CHIEF GEORGE MILLER *CORRECTIONS* | CHIEF MARK DUBOIS *SERVICES* | CHIEF RON HOBBS *NARCOTICS*

RECEIVED
NOV 10 2014

To: Honorable Judge Jeff R. Branick
Commissioner Eddie Arnold
Commissioner Brent Weaver
Commissioner Michael Sinegal
Commissioner Everette Alfred

From: G. Mitch Woods, Sheriff

Subject: Retiring Corrections Officer – Elizabeth A. Clayton

Date: November 10, 2014

Please place the following item on the Commissioners' Court agenda for November 17, 2014.

Consider and possible adopt a Resolution recognizing Elizabeth A. Clayton for 25 years and 6 months of dedicated service as a Corrections Officer for the Jefferson County Sheriff's Office and to the citizens of Jefferson County and wishing her well in her retirement.

Sincerely,

G. Mitch Woods, Sheriff
Jefferson County, Texas

Resolution

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

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

WHEREAS, ***ELIZABETH A. CLAYTON***, has devoted 25 years and 6 months of her life serving the people of Jefferson County with pride and professionalism; and

WHEREAS, ***ELIZABETH A. CLAYTON***, has dedicated her talents and pledged her services as a Corrections Officer assigned to the Identification (ID) Division, Public Affairs, Administrative Assistant in Law Enforcement Division, and Property/Evidence Service Department for the Jefferson County Sheriff's Office; and

WHEREAS, through hard work and commitment to excellence, ***ELIZABETH A. CLAYTON,*** has earned the respect of her colleagues and the citizens of Jefferson County; and

WHEREAS, having made a significant contribution to the Jefferson County Sheriffs' Office, ***ELIZABETH A. CLAYTON,*** is recognized for her unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will always be missed by her friends and co-workers.

NOW THEREFORE, BE IT RESOLVED that the Jefferson County Commissioners Court does hereby honor and commend ***ELIZABETH A. CLAYTON***, for her dedicated service as a valuable employee of Jefferson County and wishes her well in her retirement.

SIGNED this _____ day of _____, 2014.

_____

JUDGE JEFF R. BRANICK
County Judge

_____

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

_____

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

_____

COMMISSIONER BRENT WEAVER
Precinct No. 2

_____

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

JEFFERSON COUNTY SHERIFF'S OFFICE

SHERIFF G. MITCH WOODS

CHIEF TIM SMITH — *LAW ENFORCEMENT*
CHIEF GEORGE MILLER — *CORRECTIONS*
CHIEF MARK DUBOIS — *SERVICES*
CHIEF RON HOBBS — *NARCOTICS*

RECEIVED
NOV 10 2014

To: Honorable Judge Jeff R. Branick
Commissioner Eddie Arnold
Commissioner Brent Weaver
Commissioner Michael Sinegal
Commissioner Everette Alfred

From: G. Mitch Woods, Sheriff

Subject: Retiring Deputy – Lige Darrell Clayton

Date: November 10, 2014

Please place the following item on the Commissioners' Court agenda for November 17, 2014.

Consider and possible adopt a Resolution recognizing Lige Darrell Clayton for 32 years and 4 months of dedicated service as a Deputy for the Jefferson County Sheriff's Office and to the citizens of Jefferson County and wishing him well in his retirement.

Sincerely,

G. Mitch Woods

G. Mitch Woods, Sheriff
Jefferson County, Texas

Resolution

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

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

WHEREAS, ***LIGE DARRELL CLAYTON***, has devoted 32 years and 4 months of his life serving the people of Jefferson County with pride and professionalism; and

WHEREAS, ***LIGE DARRELL CLAYTON***, has dedicated his talents and pledged his services as a Corrections Officer in at the Jefferson County Correctional Facility; and

WHEREAS, ***LIGE DARRELL CLAYTON***, has made an outstanding contribution to law enforcement and the quality of criminal justice in the Jefferson County, serving as a Deputy in the Correctional Facility, Patrol Unit, Fugitive Warrant Division, Narcotics, Criminal Investigations Division and in the Internal Affairs for the Jefferson County Sheriff's Office; and

WHEREAS, through hard work and commitment to excellence, ***LIGE DARRELL CLAYTON,*** has earned the respect of his colleagues and the citizens of Jefferson County; and

WHEREAS, having made a significant contribution to the Jefferson County Sheriffs' Office, ***LIGE DARRELL CLAYTON,*** is recognized for his unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will always be missed by his friends and co-workers.

NOW THEREFORE, BE IT RESOLVED that the Jefferson County Commissioners Court does hereby honor and commend ***LIGE DARRELL CLAYTON***, for his dedicated service as a valuable employee of Jefferson County and wishes him well in his retirement.

SIGNED this _____ day of _____, 2014.

_____

JUDGE JEFF R. BRANICK
County Judge

_____

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

_____

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

_____

COMMISSIONER BRENT WEAVER
Precinct No. 2

_____

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

Special, November 17, 2014

There being no further business to come before the Court at this time, same is now here adjourned on this date, November 17, 2014