

**SPECIAL, 3/21/2016 1:30:00 PM**

BE IT REMEMBERED that on March 21, 2016, 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 (ABSENT)

ROD CARROLL

Honorable Carolyn L. Guidry , County Clerk

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

*Notice of Meeting and Agenda and Minutes*  
*March 21, 2016*

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  
March 21, 2016**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **21st** day of **March 2016** at its regular meeting place in the Jury Impaneling room, Jefferson County Courthouse, 1085 Pearl Street, Beaumont, Texas. Until further notice.

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

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

**INVOCATION: Brent A. Weaver, Commissioner, Precinct Two**

**PLEDGE OF ALLEGIANCE: Michael S. Sinegal, Commissioner, Precinct Three**

## **PURCHASING:**

1. Receive and file bids for (IFB 16-003/YS), Term Contract for Termite Treatment for Jefferson County.

**SEE ATTACHMENTS ON PAGES 10 - 68**

**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 Certificate of Construction Completion for (IFB 14-018/KJS), Jefferson County New Health Clinic – (TDRA Round I Disaster Project now funded by GLO).

**SEE ATTACHMENTS ON PAGES 69 - 69**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

3. Consider and approve specifications for Request for Qualifications (RFQ 16-005/JW), Engineering Services for Sheriff's Department Hangar at Jack Brooks Regional Airport.

**SEE ATTACHMENTS ON PAGES 70 - 80**

**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 specifications for Invitation for Bids (IFB 16-006/JW), Replacement Outboard Motors and Rigging Kits for Jefferson County Sheriff's Marine Division.

**SEE ATTACHMENTS ON PAGES 81 - 116**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

*Notice of Meeting and Agenda and Minutes*  
*March 21, 2016*

5. Consider and approve, execute, receive and file a renewal for (IFB 14-010/JW), Term Contract for Armored Car Service for Jefferson County with Rochester Armored Car Co., Inc. for a second additional one (1) year renewal from April 19, 2016 to April 18, 2017.

**SEE ATTACHMENTS ON PAGES 117 - 117**

**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 purchase of an additional 100 burial plots in accordance with (IFB 13-020/JW), Indigent Burial Plots for Jefferson County with Claybar Haven of Rest Cemetery in the amount of \$29,500.00

**SEE ATTACHMENTS ON PAGES 118 - 119**

**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, receive, and file a contract amendment for (PROF 15-027/JW), Phase II MS4 Storm Water Permit Implementation Services. This amendment will assign the continuation of projects under this professional agreement to LJA Engineering, Inc., as this firm has merged with Carroll & Blackman, Inc.

**SEE ATTACHMENTS ON PAGES 120 - 120**

**Action: TABLED**

8. Request approval to release retainage to N&T Construction for (IFB14-018/KJS) Jefferson County New Health Clinic, in the amount of \$209,147.57-Application #15. TDRA-Round I Disaster Project Now Funded by GLO.

**SEE ATTACHMENTS ON PAGES 121 - 128**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

## **ADDENDUMS**

*Notice of Meeting and Agenda and Minutes*  
*March 21, 2016*

9. Consider and possibly approve disposition of salvage property as authorized by Local Government Code §263.152 (3), for broken or obsolete items.

**SEE ATTACHMENTS ON PAGES 129 - 131**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

## **COUNTY AGRILIFE EXTENSION:**

10. Receive and consider a presentation by Dale Fritz, PhD, District Extension Administrator, Texas A&M AgriLife Extension Service, to approve Mr. Ervin Allen Homann to fill the vacant Jefferson County Extension Agent – Agriculture and Natural Resources position.

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

## **COUNTY AIRPORT:**

11. Consider, possibly approve and authorize the County Judge to execute, receive and file a Lease Agreement with Golden Pass Products, LLC and Jefferson County for office space at the Airport.

**SEE ATTACHMENTS ON PAGES 132 - 146**

**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:**

12. Consider and approve budget transfer - Road & Bridge Pct.4 - replacement of wrecked vehicle.

114-0409-431-6042	TRUCKS & TRAILERS	\$14,000.00	
114-0402-431-1028	LABORERS		\$14,000.00

**SEE ATTACHMENTS ON PAGES 147 - 147**

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

13. Receive and file Financial Statement for the Texas Juvenile Justice Department Grant Funds for the year ending August 31, 2015.

**SEE ATTACHMENTS ON PAGES 148 - 171**

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

14. Regular County Bills - check #418267 through check #418563.  
 (03/14/2016)

**SEE ATTACHMENTS ON PAGES 172 - 183**

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

15. Regular County Bills - check #418564 through check #418798.  
 (03/21/2016)

**SEE ATTACHMENTS ON PAGES 184 - 192**

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

## **COUNTY COMMISSIONERS:**

16. Conduct a public hearing to receive public comments to the Draft Environmental Assessment for the McFaddin National Wildlife (NWR) Beach Ridge Restoration Project.

**OPEN / COMMENTS FROM JUDGE BRANICK, COMMISSIONER ALFRED, BOB WORTHAM, MAYOR DURKAY**

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

17. Consider, possibly approve a Proclamation for YMBL South Texas State Fair Days in Jefferson County.

**SEE ATTACHMENTS ON PAGES 193 - 193**

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

18. Consider and possibly approve a Proclamation for American Red Cross Month.

**SEE ATTACHMENTS ON PAGES 194 - 194**

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

## **COUNTY TREASURER:**

19. Receive and File Investment Schedule for February, 2016, including the year to date earnings on County funds.

**SEE ATTACHMENTS ON PAGES 195 - 197**

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

*Notice of Meeting and Agenda and Minutes*  
*March 21, 2016*

20. Consider and possibly authorize the County Treasurer to execute Release of Excess Collateral with Wells Fargo Bank, N.A. for the funds of Jefferson County.

**SEE ATTACHMENTS ON PAGES 198 - 198**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

**RISK MANAGEMENT:**

21. Consider and possibly approve Fuel Storage Tank Liability Insurance renewal with Ace American Insurance Company, effective April 6, 2016, at an annual premium of \$5,174.00 (a 5% increase over the 2015 premium which is due to the extension of the retroactive date of coverage).

**SEE ATTACHMENTS ON PAGES 199 - 238**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

22. Approve, receive and file executed Public Official's Bond for Earl White, Constable, Precinct 1.

See Pages 239-242

**Motion by: Commissioner Alfred**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

23. Receive and file official oath for Earl White, Constable, Precinct 1.

**Motion by: Commissioner Alfred**

See Page 243

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

**DISTRICT ATTORNEY:**

24. Consider and possibly approve dedicating the space in the Law Library, that was recently vacated by the Purchasing Department, for use by the District Attorney as office space.

**Motion by: Commissioner Weaver**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

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



Termite & Pest Control, Inc.

*"Choose us & find out why our customers say Aattaboy!"*

TPCL # 11907

March 3, 2016

Jefferson County Purchasing Department  
1149 Pearl St., 1<sup>st</sup> Floor  
Beaumont, TX 77701

Re: Treatment Notes and Considerations

To Whom It Concerns:

Due to the construction of the "Historic Courthouse", subterranean termite elimination from the structure would not only be cost prohibitive it would be impossible. Aattaboy Termite & Pest Control, Inc. has serviced the structure for the previous 6 years. During that time, we have noted a substantial decrease in subterranean termite activity as a result of our treatment methods. However, conducive conditions such as water leaks around windows, no access to the full foundation and restricted wall access to name a few, continue to allow the subterranean termites to survive in various unseen areas.

If awarded the contract, we propose a very aggressive treatment plan. This plan includes installing additional termite bait stations around the exterior of the structure in a greater attempt to eliminate the colony(ies) in the ground, the use of foam termiticide within walls as needed along with the exclusive use of Termidor SC termiticide. This termiticide has been utilized by many historic associations and retains a high efficacy rate against Formosan Subterranean Termites. Thank you for your time and consideration.

Best Regards,

A handwritten signature in black ink, appearing to read "Andrew M. Kennedy", is written over the printed name.

Andrew M. Kennedy  
Vice President

# 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:**

Aattaboy Termite & Pest Control, Inc.

Company Name

For clarification of this offer, contact:

12151 HWY 90

Address

Andrew M. Kennedy

Name

Beaumont Texas 77713

City State Zip

409-722-3134

Phone

409-722-1018

Fax



Signature of Person Authorized to Sign

akennedy@aattaboy.com

E-mail

Andrew M. Kennedy

Printed Name

Vice President

Title

**Bidder Shall Return Completed Form with Offer.**

## Acceptance of Offer

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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. 16-003/YS, Term Contract for Termite Treatment 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:

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Jeff R. Branick  
County Judge

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Date

### Attest:

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Carolyn L. Guidry  
County Clerk

**Bidder Shall Return Completed Form with Offer.**

## Bid Form

The quantities indicated on this Bid Form are estimates of the total areas to be treated during the year. The County does not guarantee any specific amount and shall not be held responsible for any deviation. This contract shall cover the County's requirements whether more or less service is required. The County reserves the right to change, add, or delete service locations. Changes shall be made based on the unit prices bid.

Item	Service Location	Square Footage	Unit Price (per square foot)	Total Price for Service Location
1	<b>Jefferson County Courthouse – Historic Portion</b> 1149 Pearl Street, Beaumont TX Contact Person: David Knight 409-835-8511	115,490	\$ <u>0.09</u>	\$ <u>10,394.10</u>
2	<b>Jefferson County Courthouse – New Portion</b> 1001 Pearl Street, Beaumont TX Contact Person: David Knight 409-835-8511	140,937	\$ <u>0.06</u>	\$ <u>8,456.22</u>
3	<b>Jefferson County Annex I – Beaumont</b> 215 Franklin Street, Beaumont TX Contact Person: David Knight 409-835-8511	31,784	\$ <u>0.04</u>	\$ <u>1,271.36</u>
4	<b>Jefferson County Annex II – Beaumont</b> 1295 Pearl Street, Beaumont TX Contact Person: David Knight 409-835-8511	17,197	\$ <u>0.08</u>	\$ <u>1,375.76</u>
5	<b>Jefferson County Annex IV – Beaumont</b> 820 Neches, Beaumont TX 77701 Contact Person: David Knight 409-835-8511	20,000	\$ <u>0.09</u>	\$ <u>1,800.00</u>
6	<b>Jefferson County Subcourthouse – Port Arthur</b> 525 Lakeshore Drive, Port Arthur TX Contact Person: Mark Bernard 409-983-8307	15,394	\$ <u>0.20</u>	\$ <u>3,078.80</u>
7	<b>Jefferson County Annex III – (Health &amp; Welfare/Community Supervision) – Port Arthur</b> 800 Fourth Street, Port Arthur TX Contact Person: Mark Bernard 409-983-8307	14,300	\$ <u>0.18</u>	\$ <u>2,574.00</u>
8	<b>Precinct #3 Service Center (office only)</b> 5700 Jade Avenue, Port Arthur TX Contact Person: Mark Bernard 409-983-8307	3,500	\$ <u>0.14</u>	\$ <u>490.00</u>
9	<b>Mid County Office Building</b> 7933 Viterbo Road, Beaumont TX Contact Person: Frank Adams 409-727-2173	6,120	\$ <u>0.18</u>	\$ <u>1,101.60</u>

**(BID FORM CONTINUED ON NEXT PAGE)**

**BIDDER MUST RETURN THIS PAGE WITH OFFER**

## Bid Form (Continued)

Item	Service Location	Square Footage	Unit Price (per square foot)	Total Price for Service Location
10	<b>Jefferson County Hamshire Building</b> 24420 Highway 124, Hamshire TX Contact Person: Frank Adams 409-727-2173	2,858	\$ <u>0.18</u>	\$ <u>514.44</u>
11	<b>Minnie Rogers Juvenile Justice Center – Beaumont</b> 5326 Highway 69 South, Beaumont TX Contact Person: Chief Cockrell 409-722-7474	12,850	\$ <u>0.12</u>	\$ <u>1,509.60</u>
12	<b>Mid County Tax Office</b> 4605 Jerry Ware Drive, Beaumont TX Contact Person: Frank Adams 409-727-2173	2,476	\$ <u>0.20</u>	\$ <u>495.20</u>
13	<b>Precinct #2 Service Center</b> 7759 Viterbo Road, Beaumont TX Contact Person: Frank Adams 409-727-2173	14,400	\$ <u>0.12</u>	\$ <u>1,728.00</u>
14	<b>Jack Brooks Regional Airport - Terminal</b> 6000 Airline Drive, Beaumont TX Contact Person: Duke Youmans 409-722-0643	19,579	\$ <u>0.11</u>	\$ <u>2,153.69</u>
<b>TOTAL FOR ALL SERVICE LOCATIONS</b>				\$ <u>36,942.77</u>

**Note to bidders:** Please verify totals prior to bid submission.

Any bids found to have mathematical errors may be considered non-responsive.

### Additional Warranty:

15	<b>Additional Warranty for ALL Jefferson County Service Locations (per year)</b>	\$ <u>2,775.00</u>
	Terms: No Charge for first year renewal. Cost per year begins in year 2 (two) of the contract period.	

### Acknowledgment of Addenda (if any):

Addendum 1 \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum 2 \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum 3 \_\_\_\_\_ Date Received \_\_\_\_\_

**BIDDER MUST RETURN THIS PAGE WITH OFFER**

## Vendor References

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

***THIS FORM MUST BE RETURNED WITH YOUR BID.***

### REFERENCE ONE

Government/Company Name: Christus of Southeast Texas St. Elizabeth

Address: 2830 Calder, Beaumont TX 77702

Contact Person and Title: James Pearson, Director of Facility Maintenance

Phone: 409-892-7171 Fax: \_\_\_\_\_

Contract Period: 2010-current Scope of Work: Termite & Pest Control

### REFERENCE TWO

Government/Company Name: ITEX Property Management

Address: 3735 Honeywood Tr., Port Arthur TX 77642

Contact Person and Title: Katrina Wright, VP of Property Management

Phone: 409-719-5700 Fax: \_\_\_\_\_

Contract Period: 01/2013-current Scope of Work: Termite & Pest Control

### REFERENCE THREE

Government/Company Name: Motiva Enterprises, LLC.

Address: 2555 Savannah Ave, Port Arthur TX 77642

Contact Person and Title: Joe LaFleur, Mainetnance Director

Phone: 409-853-2847 Fax: \_\_\_\_\_

Contract Period: 01/2013-current Scope of Work: Termite & Pest Control

**Bidder Shall Return Completed Form with Offer.**

## Signature Page

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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.

Aattaboy Termite & Pest Control, Inc.

Bidder (Entity Name)



Signature

12151 HWY 90

Street & Mailing Address

Andrew M. Kennedy

Print Name

Beaumont, TX 77713

City, State & Zip

03/07/2016

Date Signed

409-722-3134

Telephone Number

409-722-1018

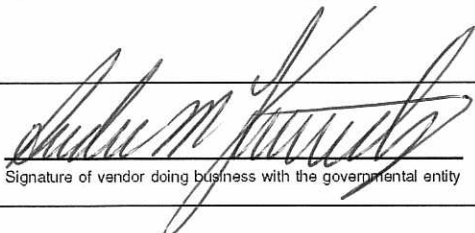
Fax Number

akennedy@aattaboy.com

E-mail Address

**Bidder Shall Return Completed Form with Offer.**

## Conflict of Interest Questionnaire

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		<b>OFFICE USE ONLY</b>  Date Received
1	<b>Name of vendor who has a business relationship with local governmental entity.</b>  <div style="border: 1px solid black; padding: 5px; text-align: center;">N/A</div>	
2	<input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b>  (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)	
3	<b>Name of local government officer about whom the information in this section is being disclosed.</b>  <div style="text-align: center; border-bottom: 1px solid black; margin-bottom: 5px;">Name of Officer</div> <p>This section (item 3 including subparts A, B, C, &amp; D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes           <input type="checkbox"/> No         </div> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes           <input type="checkbox"/> No         </div> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes           <input type="checkbox"/> No         </div> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>	
4	<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">             Signature of vendor doing business with the governmental entity         </div> <div style="text-align: center;"> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">03/07/2016</div>           Date         </div> </div>	

Adopted 8/7/2015

**Bidder Shall Return Completed Form with Offer.**

## Local Government Officer Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>		<div style="border: 1px solid black; padding: 2px; text-align: center; font-weight: bold;">OFFICE USE ONLY</div> <div style="border: 1px solid black; height: 100px; margin-top: 5px;"></div>
<b>1</b>	<b>Name of Local Government Officer</b>  <div style="text-align: center; padding: 10px 0;">N/A</div>	
<b>2</b>	<b>Office Held</b>  	
<b>3</b>	<b>Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</b>  	
<b>4</b>	<b>Description of the nature and extent of employment or other business relationship with vendor named in item 3</b>  	
<b>5</b>	<b>List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</b>  <div style="margin-bottom: 5px;">Date Gift Accepted _____ Description of Gift _____</div> <div style="margin-bottom: 5px;">Date Gift Accepted _____ Description of Gift _____</div> <div style="margin-bottom: 5px;">Date Gift Accepted _____ Description of Gift _____</div> <div style="text-align: center; margin-top: 5px;">(attach additional forms as necessary)</div>	
<b>6</b>	<div style="border: 1px solid black; padding: 10px;"> <b>AFFIDAVIT</b>   <p style="font-size: small;">I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p> <div style="text-align: right; margin-top: 20px;"> <div style="border-top: 1px solid black; width: 150px; margin: 0 auto;"></div> <div style="text-align: center; font-size: small;">Signature of Local Government Officer</div> </div> <div style="margin-top: 20px;"> <div style="text-align: center; font-size: small;">AFFIX NOTARY STAMP / SEAL ABOVE</div> <p style="font-size: small;">Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20____, to certify which, witness my hand and seal of office.</p> <div style="display: flex; justify-content: space-between; margin-top: 20px; font-size: small;"> <div>Signature of officer administering oath</div> <div>Printed name of officer administering oath</div> <div>Title of officer administering oath</div> </div> </div> </div>	

Adopted 8/7/2015

## Good Faith Effort (GFE) Determination Checklist

***This information must be submitted with your bid.***

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

☐ Yes ☒ No

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

### Did the Prime Contractor/Consultant . . .

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

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

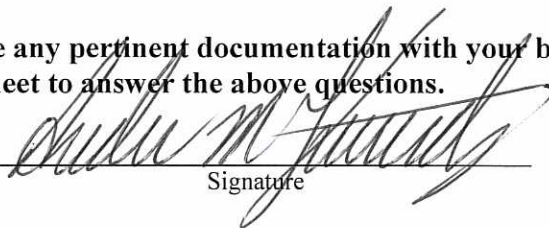
**If necessary, please use a separate sheet to answer the above questions.**

Andrew M. Kennedy

Printed Name of Authorized Representative

Vice President

Title

  
Signature

03/07/2016

Date

**Bidder Shall Return Completed Form with Offer.**

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

*This information must be submitted with your bid.*

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

☐ Yes ☒ No

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

Contractor Name: \_\_\_\_\_ HUB: p Yes p No

Address: \_\_\_\_\_  
Street City State Zip

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Project Title & No.: \_\_\_\_\_

Prime Contract Amount: \$ \_\_\_\_\_

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_  
Street City State Zip

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Contractor Representative

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of HUB

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Date

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

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

**Bidder Shall Return Completed Form with Offer.**

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

PAGE 1 OF 4

***This information must be submitted with your bid.***

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

☐ Yes ☒ No

Prime Contractor: \_\_\_\_\_ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Address: \_\_\_\_\_

Street	City	State	Zip

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Project Title & No.: \_\_\_\_\_ IFB/RFP No.: \_\_\_\_\_

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

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

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

**FOR HUB OFFICE USE ONLY:**

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

## PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity):

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

Address: \_\_\_\_\_

Street                      City                      State                      Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed:

**Bidder Shall Return Completed Form with Offer.**

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

PAGE 2 OF 4

## HUB SUBCONTRACTOR DISCLOSURE

**PART I: Continuation Sheet**

(Duplicate as Needed)

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_

Street	City	State	Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity):

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

Address: \_\_\_\_\_

Street	City	State	Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed:

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

**Bidder Shall Return Completed Form with Offer.**

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

PAGE 3 OF 4

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

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

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

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

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

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

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

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_

Street	City	State	Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed:

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_

Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed:

**Bidder Shall Return Completed Form with Offer.**

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

PAGE 4 OF 4

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_

Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_

Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

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

Name (print or type): Andrew M. Kennedy

Title: Vice President

Signature: 

Date: 03/07/2016

E-mail address: [akennedy@aattaboy.com](mailto:akennedy@aattaboy.com)

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

Name (print or type): Sonja Fawvor

Title: Controller

Date: 03/07/2016

E-mail address: sfawvor@aattaboy.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 Aattaboy Termite & Pest Control, 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.):	3-8381290-9
Company Name submitting bid/proposal:	Aattaboy Termite & Pest Control, Inc.
Mailing address:	P.O. Box 992, Port Neches TX 77651
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

Jefferson County Tax Acct. No.*	Property address or location**
N/A	

\* 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 Andrew M Kennedy, who  
(name)

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

"I, Andrew M. Kennedy am a duly authorized officer of/agent  
(name)  
for Aattaboy Termite & Pest Control and have been duly authorized to execute the  
(name of firm)  
foregoing on behalf of the said Aattaboy Termite & Pest Control.  
(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: Aattaboy Termite & Pest Control, Inc.

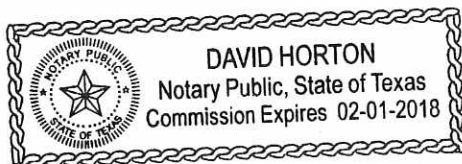
12151 HWY 90 Braumont, TX 77713

Fax: 409-722-1018 Telephone# 409-722-3134

by: Andrew M. Kennedy Title: Vice President  
(print name)

Signature: [Signature]

SUBSCRIBED AND SWORN to before me by the above-named  
Andrew M Kennedy on  
this the 8<sup>th</sup> day of March, 2016.



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

**Bidder Shall Return Completed Form with Offer.**



# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
 03/01/2016

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).

<b>PRODUCER</b> LIPCA Inc PO Box 80663 Baton Rouge, LA 70898	<b>CONTACT</b> NAME: Darlee K Ernst PHONE (A/C, No, Ext): (225) 927-3283      FAX (A/C, No): (225) 927-3295 E-MAIL ADDRESS:
<b>INSURED</b> Aattaboy Termite & Pest Control PO Box 992 Port Neches, TX 77651	INSURER(S) AFFORDING COVERAGE
	INSURER A: Gemini Insurance Company
	INSURER B: Markel Insurance Company
	INSURER C:
	INSURER D:
	INSURER E:

## COVERAGES

CERTIFICATE NUMBER: 50480

REVISION NUMBER: 20150401

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	<b>GENERAL LIABILITY</b>			LLG0000647 01	4/1/2015	4/1/2016	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
	Deductible 2,500						PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
								\$
								\$
								\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
								\$
								\$
								\$
								\$
								\$
								\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE	\$
	<b>EXCESS LIAB</b>						AGGREGATE	\$
	<input type="checkbox"/> OCCUR							\$
	<input type="checkbox"/> CLAIMS-MADE							\$
	DED	RETENTION \$						\$
								\$
								\$
								\$
								\$
								\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			MWC0047825-02	4/1/2015	4/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Additional insured and waiver of subrogation are provided as respects General Liability per Endorsement CG 78 27 02 13.

## CERTIFICATE HOLDER

## CANCELLATION

 Jefferson County  
 1149 Pearl St  
 Beaumont, TX 77701

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

Aattaboy Termite & Pest Control, Inc.  
P.O. Box 992  
Port Neches, TX 77651

Term Contract for Termite Treatment for Jefferson County

IFB 16-003/YS

11:00 AM CDT, Tuesday, March 8, 2016

Jefferson County Purchasing Department  
1149 Pearl St, 1<sup>st</sup> Floor  
Beaumont, Texas 77701

RECEIVED 09:24 AM MAR 08 2016

# 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:**

GGG Pest Control  
Company Name

301 S. Adam St.  
Address

Beeville TX. 78102  
City State Zip

[Signature]  
Signature of Person Authorized to Sign

Henry Garrett  
Printed Name

Owner  
Title

For clarification of this offer, contact:

Henry Garrett  
Name

361-358-4886 361-358-4884  
Phone Fax

gandypestcontrol@sbcglobal.net  
E-mail

**Bidder Shall Return Completed Form with Offer.**

## Acceptance of Offer

---

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. 16-003/YS, Term Contract for Termite Treatment 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

The quantities indicated on this Bid Form are estimates of the total areas to be treated during the year. The County does not guarantee any specific amount and shall not be held responsible for any deviation. This contract shall cover the County's requirements whether more or less service is required. The County reserves the right to change, add, or delete service locations. Changes shall be made based on the unit prices bid.

Item	Service Location	Square Footage	Unit Price (per square foot)	Total Price for Service Location
1	<b>Jefferson County Courthouse – Historic Portion</b> 1149 Pearl Street, Beaumont TX Contact Person: David Knight 409-835-8511	115,490	\$ <u>.6</u>	\$ <u>8000.00</u>
2	<b>Jefferson County Courthouse – New Portion</b> 1001 Pearl Street, Beaumont TX Contact Person: David Knight 409-835-8511	140,937	\$ <u>4</u>	\$ <u>6800.00</u>
3	<b>Jefferson County Annex I – Beaumont</b> 215 Franklin Street, Beaumont TX Contact Person: David Knight 409-835-8511	31,784	\$ <u>3</u>	\$ <u>1270.00</u>
4	<b>Jefferson County Annex II – Beaumont</b> 1295 Pearl Street, Beaumont TX Contact Person: David Knight 409-835-8511	17,197	\$ <u>.7</u>	\$ <u>1370.00</u>
5	<b>Jefferson County Annex IV – Beaumont</b> 820 Neches, Beaumont TX 77701 Contact Person: David Knight 409-835-8511	20,000	\$ <u>.9</u>	\$ <u>1800.00</u>
6	<b>Jefferson County Subcourthouse – Port Arthur</b> 525 Lakeshore Drive, Port Arthur TX Contact Person: Mark Bernard 409-983-8307	15,394	\$ <u>.19</u>	\$ <u>3000.00</u>
7	<b>Jefferson County Annex III – (Health &amp; Welfare/Community Supervision) – Port Arthur</b> 800 Fourth Street, Port Arthur TX Contact Person: Mark Bernard 409-983-8307	14,300	\$ <u>.12</u>	\$ <u>1766.00</u>
8	<b>Precinct #3 Service Center (office only)</b> 5700 Jade Avenue, Port Arthur TX Contact Person: Mark Bernard 409-983-8307	3,500	\$ <u>.10</u>	\$ <u>370.00</u>
9	<b>Mid County Office Building</b> 7933 Viterbo Road, Beaumont TX Contact Person: Frank Adams 409-727-2173	6,120	\$ <u>.9</u>	\$ <u>550.00</u>

(BID FORM CONTINUED ON NEXT PAGE)

**BIDDER MUST RETURN THIS PAGE WITH OFFER**

### Bid Form (Continued)

Item	Service Location	Square Footage	Unit Price (per square foot)	Total Price for Service Location
10	<b>Jefferson County Hamshire Building</b> 24420 Highway 124, Hamshire TX Contact Person: Frank Adams 409-727-2173	2,858	\$ <u>.13</u>	\$ <u>400.00</u>
11	<b>Minnie Rogers Juvenile Justice Center – Beaumont</b> 5326 Highway 69 South, Beaumont TX Contact Person: Chief Cockrell 409-722-7474	12,850	\$ <u>.9</u>	\$ <u>1280.00</u>
12	<b>Mid County Tax Office</b> 4605 Jerry Ware Drive, Beaumont TX Contact Person: Frank Adams 409-727-2173	2,476	\$ <u>.15</u>	\$ <u>395.00</u>
13	<b>Precinct #2 Service Center</b> 7759 Viterbo Road, Beaumont TX Contact Person: Frank Adams 409-727-2173	14,400	\$ <u>.9</u>	\$ <u>1400.00</u>
14	<b>Jack Brooks Regional Airport - Terminal</b> 6000 Airline Drive, Beaumont TX Contact Person: Duke Youmans 409-722-0643	19,579	\$ <u>.10</u>	\$ <u>2150.00</u>
<b>TOTAL FOR ALL SERVICE LOCATIONS</b>				\$ <u>30501.00</u>

**Note to bidders:** Please verify totals prior to bid submission.

**Any bids found to have mathematical errors may be considered non-responsive.**

**Additional Warranty:**

15	<b>Additional Warranty for ALL Jefferson County Service Locations (per year)</b>	\$ <u>2650.00</u>
	Terms:	

**Acknowledgment of Addenda (if any):**

Addendum 1 \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum 2 \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum 3 \_\_\_\_\_ Date Received \_\_\_\_\_

**BIDDER MUST RETURN THIS PAGE WITH OFFER**

## Vendor References

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

**THIS FORM MUST BE RETURNED WITH YOUR BID.**

### REFERENCE ONE

Government/Company Name: Beeville Housing Authority  
 Address: 1101 W. Bowie Beeville TX. 78102  
 Contact Person and Title: Rose Linda  
 Phone: 361-362-0399 Fax: 361-358-5865  
 Contract Period: over 7 year Scope of Work: Rest Control ? termite

### REFERENCE TWO

Government/Company Name: Victoria College  
 Address: 2200 E. Red River Rd. Victoria TX. 77901  
 Contact Person and Title: Director of Physical Plant Robert Duffie  
 Phone: 361-572-6461 Fax: 361-582-2561  
 Contract Period: over 10 years Scope of Work: termite work

### REFERENCE THREE

Government/Company Name: Cape Hart Properties  
 Address: 2501 Lexington  
 Contact Person and Title: Jerry Ries  
 Phone: 361-362-1055 Fax: 361-362-1061  
 Contract Period: over 15 years Scope of Work: Termite 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.

GSG Pest Control  
Bidder (Entity Name)

301 S. Adam St.  
Street & Mailing Address

Beeville TX 78102  
City, State & Zip

361-358-4886  
Telephone Number

gsdgspestcontrol@siglobal.net  
E-mail Address

[Signature]  
Signature

Heary Barrett  
Print Name

2-12-16  
Date Signed

361-358-4884  
Fax Number

**Bidder Shall Return Completed Form with Offer.**

## Conflict of Interest Questionnaire

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<div style="border: 1px solid black; padding: 2px; text-align: center; font-weight: bold;">OFFICE USE ONLY</div> <div style="border: 1px solid black; padding: 2px;">Date Received</div>	
<div style="border: 1px solid black; padding: 2px;"> <b>1</b> Name of vendor who has a business relationship with local governmental entity.           </div> <div style="text-align: center; margin-top: 10px;"> <u>None</u> </div>		
<div style="border: 1px solid black; padding: 2px;"> <b>2</b> <input checked="" type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.  <small>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</small> </div>		
<div style="border: 1px solid black; padding: 2px;"> <b>3</b> Name of local government officer about whom the information in this section is being disclosed.           </div> <div style="text-align: center; margin-top: 10px;"> <u>None</u>  <small>Name of Officer</small> </div> <p style="margin-top: 10px;">This section (item 3 including subparts A, B, C, &amp; D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>		
<div style="border: 1px solid black; padding: 2px;"> <b>4</b> </div> <div style="text-align: center; margin-top: 10px;"> <u>M/A</u> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 60%;"> <small>Signature of vendor doing business with the governmental entity</small> </div> <div style="width: 35%;"> <small>Date</small> </div> </div>		

Adopted 8/7/2015

**Bidder Shall Return Completed Form with Offer.**

## Local Government Officer Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>		<b>OFFICE USE ONLY</b>
<b>1</b>	Name of Local Government Officer	Date Received
<b>2</b>	Office Held	
<b>3</b>	Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code	
<b>4</b>	Description of the nature and extent of employment or other business relationship with vendor named in item 3	
<b>5</b>	<p>List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p style="text-align: center;">(attach additional forms as necessary)</p>	
<b>6</b>	<p><b>AFFIDAVIT</b></p> <p>I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p> <p style="text-align: right; margin-right: 100px;">_____ Signature of Local Government Officer</p> <p style="text-align: center; margin-top: 20px;">AFFIX NOTARY STAMP / SEAL ABOVE</p> <p>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.</p> <p style="margin-top: 20px;"> <span style="display: inline-block; width: 30%; border-bottom: 1px solid black;"></span> <span style="display: inline-block; width: 30%; border-bottom: 1px solid black;"></span> <span style="display: inline-block; width: 30%; border-bottom: 1px solid black;"></span> </p> <p style="font-size: small; margin-top: 5px;"> <span style="display: inline-block; width: 30%;"></span> <span style="display: inline-block; width: 30%;"></span> <span style="display: inline-block; width: 30%;"></span> </p>	

Adopted 8/7/2015

## 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 *We do not use sub-contractors, we do it all.*

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

### Did the Prime Contractor/Consultant . . .

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

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

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

<p><i>Henry Garrison</i>          Printed Name of Authorized Representative</p> <p><i>Owner</i>          Title</p>	<p><i>[Signature]</i>          Signature</p> <p><i>2-22-16</i>          Date</p>
--	--

**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

*We do not use subcontractors, we do it all.*

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

Contractor Name: \_\_\_\_\_ HUB: p Yes p No

Address: \_\_\_\_\_  
Street City State Zip

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Project Title & No.: \_\_\_\_\_

Prime Contract Amount: \$ \_\_\_\_\_

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_  
Street City State Zip

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

Printed Name of Contractor Representative \_\_\_\_\_ Signature of Representative \_\_\_\_\_ Date \_\_\_\_\_

Printed Name of HUB \_\_\_\_\_ Signature of Representative \_\_\_\_\_ Date \_\_\_\_\_

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

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

**Bidder Shall Return Completed Form with Offer.**

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

PAGE 1 OF 4

***This information must be submitted with your bid.***

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

☐ Yes ☒ No

Prime Contractor: \_\_\_\_\_ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Address: \_\_\_\_\_

Street City State Zip

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Project Title & No.: \_\_\_\_\_ IFB/RFP No.: \_\_\_\_\_

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

Construction HUB Goals: 12.8% MBE: \_\_\_\_\_ % 12.6% WBE: \_\_\_\_\_ %

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

**FOR HUB OFFICE USE ONLY:**

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

## PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

**Bidder Shall Return Completed Form with Offer.**

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

PAGE 2 OF 4

## HUB SUBCONTRACTOR DISCLOSURE

**PART I: Continuation Sheet**

(Duplicate as Needed)

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_  
 Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_  
 Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed:

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

**Bidder Shall Return Completed Form with Offer.**

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

PAGE 3 OF 4

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

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

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

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

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

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

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

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_

Street	City	State	Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_

Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

**Bidder Shall Return Completed Form with Offer.**

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

PAGE 4 OF 4

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_

Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ 141,000 Percentage of Prime Contract: 10 %

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): Henry Garrett

Title: owner

Signature: 

Date: 2-22-16

E-mail address: apudapestcontrol@sbca.ro

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

Name (print or type): Henry Garrett

Title: Game

Date: 2-22-16

E-mail address: guydypostcontact@sbcylobal.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 GIG Pest Control [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.):	74-2656376
Company Name submitting bid/proposal:	GIG Pest Control
Mailing address:	301 S. Adam St. Beeville TX 78102
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	
N/A	

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

Jefferson County Tax Acct. No.*	Property address or location**
N/A	N/A

\* 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 Bee

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

on this day personally appeared Henry Garrett, who  
(name)

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

"I, Henry Garrett am a duly authorized officer of/agent  
(name)  
for GIG Pest Control and have been duly authorized to execute the  
(name of firm)  
foregoing on behalf of the said GIG Pest Control.  
(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: GIG Pest Control

301 S. Adam St. Beeville TX 78002

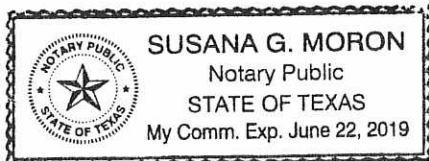
Fax: 361-358-4884 Telephone# 361-358-4886

by: Henry Garrett Title: Owner  
(print name)

Signature: [Signature]

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

this the 12th day of February, 2016.



Susana Moron  
Notary Public in and for  
the State of Texas

**Bidder Shall Return Completed Form with Offer.**



# CERTIFICATE OF LIABILITY INSURANCE

G&amp;GPE-1

OP ID: DD

DATE (MM/DD/YYYY)

02/11/2016

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).

<b>PRODUCER</b> GSM Insurors-San Antonio P O Box 1478 Rockport, TX 78382 GSM Insurors CL-Nancy Zaiontz		<b>CONTACT NAME:</b> GSM Insurors CL-Nancy Zaiontz <b>PHONE (A/C, No, Ext):</b> 361-729-5414 <b>FAX (A/C, No):</b> 361-729-3817 <b>E-MAIL ADDRESS:</b> ddick@gsminsurors.com	
<b>INSURED</b> G & G Pest Control Henry Garrett 301 S. Adams Street Beeville, TX 78102		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Wesco Insurance Co INSURER B: Torus INSURER C: INSURER D: INSURER E: INSURER F:	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		WPP114407801	04/07/2015	04/07/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000		71507H152ALI	04/07/2015	04/07/2016	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Jefferson County is included as additional insured on the general liability under the policy's blanket endorsement. Blanket waiver of subrogation on the general liability and workers compensation policies. Excess Liability follows form.

Email: Yea-Mei Sauer - ysauer@co.jefferson.tx.us

## CERTIFICATE HOLDER

## CANCELLATION

JEFFER4  Jefferson County Purchasing Department 1149 Pearl Street 1st Floor Beaumont, TX 77701	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 <i>Nancy Zaiontz</i>
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POLICY NUMBER: WPP114407801

COMMERCIAL GENERAL LIABILITY  
CG 20 10 10 01**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE****Name of Person or Organization:**

ANY PERSON OR ORGANIZATION REQUIRED TO BE NAMED AS AN ADDITIONAL INSURED UNDER A  
CONTRACT AND EVIDENCED BY CERTIFICATE OF INSURANCE OR DOCUMENT ON FILE WITH COMPANY  
**Primary and Non-Contributory for Pest Control Operations Only.**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. **Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

**2. Exclusions**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER WPP114407801

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE****Name Of Person Or Organization:**

AS PER WRITTEN CONTRACT OR WRITTEN AGREEMENT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**The following is added to Paragraph 8. Transfer Of  
Rights Of Recovery Against Others To Us of  
Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY  
TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

**Schedule**

1. ( ) Specific Waiver

Name of person or organization:

(X) Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: EXTERMINATOR

3. Premium

The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advanced Premium

Endorsement Effective: 8/26/15

Policy No. SRZG2821315

End. No. 05

Insured: G & G PEST CONTROL

Insurance Company: Service Lloyds Ins. Co.

Countersigned by

Sandra L. Kall

WC 42 03 04 A

We have issued an industry-standard ACORD certificate of insurance for our customer. A law passed by the Texas Legislature effective January 1, 2012 (Senate Bill 425) prohibits us from adding special wording to the certificate that would

- (1) alter, amend or extend coverage or terms and conditions provided by the insurance policy; or
- (2) provide false or misleading information concerning the insurance policy; or
- (3) refer to a legal or insurance requirement contained in a contract.

For more information regarding the law, please go to the Texas Department of Insurance website at:

<http://www.tdi.texas.gov/rules/informal1216.html>

**G & G Pest**  
301 South  
Beeville, Tex  
361-358-4886

Bid # 1FB16-0031Y5

Bid Name Term Contract For Termite Treatment of Jefferson County

Bid Due Date: 11:00 AM

CDT Tuesday March 8, 2016

1001 6458

RECEIVED 10:26 AM FEB 25 2016

Jefferson County Purchasing Department

1149 Pearl Street, 2nd Floor

Beaumont TX. 77701

ATTN: Deborah L. Clark,  
Purchasing Agent

Sealed Bid



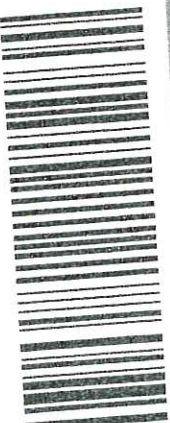
1000



77701

U.S. POSTAGE  
PAID  
BEEVILLE, TX  
78102  
FEB 23, 16  
AMOUNT  
**\$9.65**  
00128165-03

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE  
**CERTIFIED MAIL**



7014 2120 0002 0011 71

# CAPABILITIES STATEMENT



**Hill Country Pest Control, Inc.**  
Hill Country's Oldest Pest & Termite Control Company

## CORE COMPETENCIES

Full service pest management service for Residential, Commercial, and Government clients with an emphasis in Integrated Pest Management (IPM). We are also helping to develop LEED's based pest management for the commercial buildings that are seeking their LEED certifications.

Bat Control and Exclusion	Bed Bug Canine Scent Detection	Bed Bug Thermal Remediation
Bee Control and Removal	Bird Control and Exclusion	Flying Insect Control
Lawn/Ornamental Services	Mosquito Control	Pre-Construction Termite
Rodent Control	Termite Baiting Systems	Termite Control
Weed Control	Wildlife Control and Removal	

## QUALIFICATIONS

Today, Hill Country Pest Control is a recognized leader in the pest control industry, due to our expertise in the field of entomology and high standards of customer service. Our protocols have been implemented nationwide and documented on the National Geographic series "Invaders". We currently are licensed in the states of Texas, Louisiana, Alabama, Mississippi, Georgia and Florida. We exceed over 1000 commercial contracts in the following industries:

Airlines & Transportation	GSA/Federal	Healthcare	Local/State
Lodging & Hospitality	Manufacturing	Multi-Family	Restaurants & Food
Retail	Universities & Schools	Warehouses	

## PERFORMANCE

Our Entomologists, Integrated Pest Management (IPM) experts, and business professionals inspect, monitor, identify and implement pest management solutions for clients such as:



Fort Hood  
0010481375-  
0002



IRS AUSTIN  
TIRMS-11-E-  
0005



Gary Job  
Corps-San  
Marcos  
235018834-1



USACOE  
Somerville  
W9126G-14-P-  
0064

Lackland AFB  
FA3047-14-P-  
0017



USCIS Training  
Center  
HSSCCG-11-F-  
00157



North Texas Veterans Health Care Systems; South Texas Veterans Health Care Systems; VA Gulf Coast Veterans Health System; G.V. Sonny Montgomery VA Medical ; Michael E. Debakey Veterans Affairs Medical Center

DUNS NUMBER: 083133272

CAGE CODE: 582A7

PRIMARY NAICS:  
561710-Exterminating and  
Pest Control Services

CERTIFICATIONS:  
Small Business Enterprise  
Service Disabled Veteran  
Owned Business

GSA# GS-21F-0136W

TXMAS# 14-03FAC070

BuyBoard# 446-14

WEBSITE:

[www.HillCountryPestControl.com](http://www.HillCountryPestControl.com)

EMAIL:

Brian@hillcountrypestcontrol.com

POC:

Brian DiCicco

PHONE:

(830)896.4700

FAX:

(830)896.4043

CORPORATE ADDRESS:

877 Harper Road  
Kerrville, Texas 78028

# 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): n/a, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

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

Hill Country Pest Control

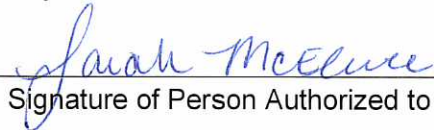
Company Name

877 Harper Road

Address

Kerrville TX 78028

City State Zip



Signature of Person Authorized to Sign

Sarah McElwee

Printed Name

Director

Title

For clarification of this offer, contact:

Sarah McElwee

Name

512.288.1007

Phone

512.891.0002

Fax

sarah@pestmanagementcorp.com

E-mail

**Bidder Shall Return Completed Form with Offer.**

## Acceptance of Offer

---

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. 16-003/YS, Term Contract for Termite Treatment 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

The quantities indicated on this Bid Form are estimates of the total areas to be treated during the year. The County does not guarantee any specific amount and shall not be held responsible for any deviation. This contract shall cover the County's requirements whether more or less service is required. The County reserves the right to change, add, or delete service locations. Changes shall be made based on the unit prices bid.

Item	Service Location	Square Footage	Unit Price (per square foot)	Total Price for Service Location
1	<b>Jefferson County Courthouse – Historic Portion</b> 1149 Pearl Street, Beaumont TX Contact Person: David Knight 409-835-8511	115,490	\$ .04	\$ 4619.60
2	<b>Jefferson County Courthouse – New Portion</b> 1001 Pearl Street, Beaumont TX Contact Person: David Knight 409-835-8511	140,937	\$ .05	\$ 7046.85
3	<b>Jefferson County Annex I – Beaumont</b> 215 Franklin Street, Beaumont TX Contact Person: David Knight 409-835-8511	31,784	\$ .05	\$ 1589.20
4	<b>Jefferson County Annex II – Beaumont</b> 1295 Pearl Street, Beaumont TX Contact Person: David Knight 409-835-8511	17,197	\$ .09	\$ 1547.73
5	<b>Jefferson County Annex IV – Beaumont</b> 820 Neches, Beaumont TX 77701 Contact Person: David Knight 409-835-8511	20,000	\$ .06	\$ 1200
6	<b>Jefferson County Subcourthouse – Port Arthur</b> 525 Lakeshore Drive, Port Arthur TX Contact Person: Mark Bernard 409-983-8307	15,394	\$ .13	\$ 2001.22
7	<b>Jefferson County Annex III – (Health &amp; Welfare/Community Supervision) – Port Arthur</b> 800 Fourth Street, Port Arthur TX Contact Person: Mark Bernard 409-983-8307	14,300	\$ .09	\$ 1287
8	<b>Precinct #3 Service Center (office only)</b> 5700 Jade Avenue, Port Arthur TX Contact Person: Mark Bernard 409-983-8307	3,500	\$ .32	\$ 1120
9	<b>Mid County Office Building</b> 7933 Viterbo Road, Beaumont TX Contact Person: Frank Adams 409-727-2173	6,120	\$ .29	\$ 1774.80

**(BID FORM CONTINUED ON NEXT PAGE)**

**BIDDER MUST RETURN THIS PAGE WITH OFFER**

## Bid Form (Continued)

Item	Service Location	Square Footage	Unit Price (per square foot)	Total Price for Service Location
10	<b>Jefferson County Hamshire Building</b> 24420 Highway 124, Hamshire TX Contact Person: Frank Adams 409-727-2173	2,858	\$ .10	\$ 285.80
11	<b>Minnie Rogers Juvenile Justice Center – Beaumont</b> 5326 Highway 69 South, Beaumont TX Contact Person: Chief Cockrell 409-722-7474	12,850	\$ .27	\$ 3469.50
12	<b>Mid County Tax Office</b> 4605 Jerry Ware Drive, Beaumont TX Contact Person: Frank Adams 409-727-2173	2,476	\$ .24	\$ 594.24
13	<b>Precinct #2 Service Center</b> 7759 Viterbo Road, Beaumont TX Contact Person: Frank Adams 409-727-2173	14,400	\$ .11	\$ 1584
14	<b>Jack Brooks Regional Airport - Terminal</b> 6000 Airline Drive, Beaumont TX Contact Person: Duke Youmans 409-722-0643	19,579	\$ .19	\$ 3720.01
<b>TOTAL FOR ALL SERVICE LOCATIONS</b>				<b>\$ 31,839.95</b>

**Note to bidders:** Please verify totals prior to bid submission.

Any bids found to have mathematical errors may be considered non-responsive.

### Additional Warranty:

15	<b>Additional Warranty for ALL Jefferson County Service Locations (per year)</b>	\$ 3184.00
	<b>Terms:</b> Annual warranty may be renewed for the next 4 years if both parties agree and if Jefferson County pays Hill Country Pest Control a renewal fee in the amount stated to the right. An annual inspection will take place once the warranty has been paid. Due to the nature of the construction of this property, this Agreement does not guarantee against present or future damage to the property or contents nor provide for repairs or compensation thereof.	

### Acknowledgment of Addenda (if any):

Addendum 1   n/a   Date Received                     

Addendum 2            Date Received                     

Addendum 3            Date Received                     

**BIDDER MUST RETURN THIS PAGE WITH OFFER**

## Vendor References

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

***THIS FORM MUST BE RETURNED WITH YOUR BID.***

### REFERENCE ONE

Government/Company Name: Fort Bend ISD

Address: 13600 Murphy Road, Stafford Texas 77477

Contact Person and Title: Mark Buentello - IPM Coordinator

Phone: 281-330-6584 Fax: \_\_\_\_\_

Contract Period: 2012-current Scope of Work: Full Pest Control + over \$75,000 in termite work

### REFERENCE TWO

Government/Company Name: Management & Training Corporation/ US Dept. of Labor - Gary Job Corps

Address: 2800 Airport Highway 21 East, San Marcos Texas 78666

Contact Person and Title: Chuck Wolfe - Housing Director

Phone: 512.738.0519 Fax: 512.396.6655

Contract Period: 2010-current Scope of Work: Full Pest Control + over \$125,000 in termite work

### REFERENCE THREE

Government/Company Name: City of San Antonio

Address: 2809 Broadway Street, San Antonio Texas 78209

Contact Person and Title: Ramon Sanchez

Phone: 210.207.3043 Fax: \_\_\_\_\_

Contract Period: 2015-current Scope of Work: Full Pest Control + over \$3500 in termite 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.

Hill Country Pest Control

Bidder (Entity Name)

877 Harper Road

Street & Mailing Address

Kerrville, Texas 78028

City, State & Zip

512.288.1007

Telephone Number

sarah@pestmanagementcorp.com

E-mail Address



Signature

Sarah McElwee

Print Name

3/1/2016

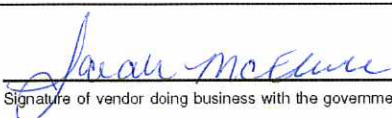
Date Signed

512.891.0002

Fax Number

**Bidder Shall Return Completed Form with Offer.**

## Conflict of Interest Questionnaire

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		<b>OFFICE USE ONLY</b>  Date Received
<b>1</b>	<b>Name of vendor who has a business relationship with local governmental entity.</b>  <div style="text-align: center; font-size: 1.2em;">none</div>	
<b>2</b>	<input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b>  (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)	
<b>3</b>	<b>Name of local government officer about whom the information in this section is being disclosed.</b>  <div style="text-align: center; border-bottom: 1px solid black; margin-bottom: 5px;">             Name of Officer           </div> <p>This section (item 3 including subparts A, B, C, &amp; D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes           <input type="checkbox"/> No         </div> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes           <input type="checkbox"/> No         </div> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes           <input type="checkbox"/> No         </div> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>	
<b>4</b>	<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">               Signature of vendor doing business with the governmental entity           </div> <div style="text-align: center;">             3/1/2016              Date           </div> </div>	

Adopted 8/7/2015

**Bidder Shall Return Completed Form with Offer.**

## Local Government Officer Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>		<b>OFFICE USE ONLY</b>
1	<b>Name of Local Government Officer</b>  <div style="text-align: center; font-size: 1.2em;">none</div>	<div style="border: 1px solid black; height: 100px; margin-top: 10px;">Date Received</div>
2	<b>Office Held</b>  	
3	<b>Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</b>  	
4	<b>Description of the nature and extent of employment or other business relationship with vendor named in item 3</b>  	
5	<b>List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</b>  <div style="margin-top: 10px;"> Date Gift Accepted _____ Description of Gift _____  Date Gift Accepted _____ Description of Gift _____  Date Gift Accepted _____ Description of Gift _____ </div> <div style="text-align: center; margin-top: 10px;">(attach additional forms as necessary)</div>	
6	<b>AFFIDAVIT</b>  <div style="text-align: center;"> I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code. </div> <div style="text-align: center; margin-top: 20px;"> _____  Signature of Local Government Officer </div> <div style="margin-top: 20px;"> AFFIX NOTARY STAMP / SEAL ABOVE   Sworn to and subscribed before me, by the said _____, this the _____ day  of _____, 20_____, to certify which, witness my hand and seal of office. </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div>_____ Signature of officer administering oath</div> <div>_____ Printed name of officer administering oath</div> <div>_____ Title of officer administering oath</div> </div>	

Adopted 8/7/2015

## Good Faith Effort (GFE) Determination Checklist

***This information must be submitted with your bid.***

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

☐ Yes ☒ No

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

### Did the Prime Contractor/Consultant . . .

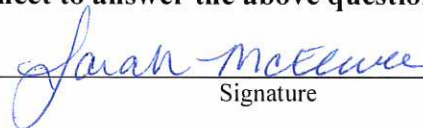
- |                              |                             |   |
|------------------------------|-----------------------------|---|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract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

**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.**

Sarah McElwee

Printed Name of Authorized Representative



Signature

Director

Title

3/1/2016

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.

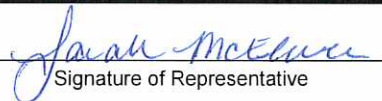
Address: \_\_\_\_\_  
Street City State Zip

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

Sarah McElwee  
Printed Name of Contractor Representative

  
Signature of Representative

3/1/2016  
Date

Printed Name of HUB

Signature of Representative

Date

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

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

**Bidder Shall Return Completed Form with Offer.**

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

PAGE 1 OF 4

*This information must be submitted with your bid.*

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

☐ Yes ☒ No

Prime Contractor: Hill Country Pest Control HUB: ☐ Yes ☒ No

HUB Status (Gender & Ethnicity): Service Disabled Veteran Owned, Small Business

Address: 877 Harper Road Kerrville TX 78028  
Street City State Zip

Phone (with area code): 512.288.1007 Fax (with area code): 512.891.0002

Project Title & No.: Term Contract for Termite Treatment for Jefferson County IFB/RFP No.: 16-003/YS

Total Contract: \$ 31,839.95 Total HUB Subcontract(s): \$ 0.0

Construction HUB Goals: 12.8% MBE:: 0.0 % 12.6% WBE: 0.0 %

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 SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

**Bidder Shall Return Completed Form with Offer.**



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

PAGE 3 OF 4

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

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

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

- ☐ All subcontractors to be utilized are "Non-HUBs." (Complete Part III)  
☐ HUBs were solicited but did not respond.  
☐ HUBs solicited were not competitive.  
☐ HUBs were unavailable for the following trade(s):  
☒ Other: We will not be subcontracting on this project

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): Sarah McElwee

Title: \_\_\_\_\_ Director: \_\_\_\_\_

Signature: David McElwain

Date: 3/1/2016

E-mail address: sarah@pestmanagementcorp.com

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

Name (print or type): Teresa Judge

Title: Account Executive

Date: 3/1/2016

E-mail address: [office@pestmanagementcorp.com](mailto:office@pestmanagementcorp.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 Hill Country Pest Control [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.):	741772169
Company Name submitting bid/proposal:	Hill Country Pest Control
Mailing address:	877 Harper Road, Kerrville Texas 78028
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 Travis

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

on this day personally appeared Sarah McElwee, who  
(name)

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

"I, Sarah McElwee am a duly authorized officer of/agent  
(name)  
for Hill Country Pest Control and have been duly authorized to execute the  
(name of firm)  
foregoing on behalf of the said Hill Country Pest Control.  
(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: Hill Country Pest Control  
877 Harper Road, Kerrville, Texas 78028

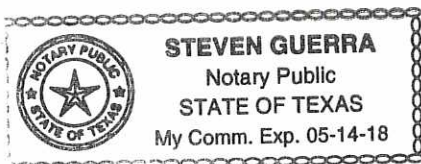
Fax: 512.891.0002 Telephone# 512.288.1007

by: Sarah McElwee Title: Director  
(print name)

Signature: *Sarah McElwee*

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

this the 4th day of March, 2016.

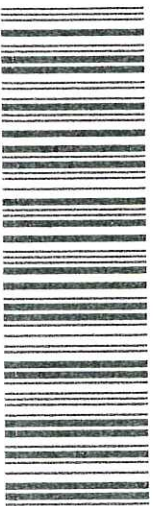


*[Signature]*  
Notary Public in and for  
the State of TX

**Bidder Shall Return Completed Form with Offer.**

Saran Melville  
807 W. Slaughter Lane  
Building #1  
Austin, Texas 78748

United States Postal Service®  
**SIGNATURE CONFIRMATION™**



2315 0610 0000 3068 7220



For Domestic Use Only



Label 107R, July 2013

Jefferson County Purchasing Department  
1149 Pearl Street, 1st Floor  
Beaumont, Texas 77701

15 2016

RECEIVED 11:15 AM 11/14/16 OF 26

Bid Name: Term contract for Termite Treatment for Jefferson County  
Bid No: IFB 16-003145  
Due Date/Time: 11am CDT, Tuesday, March 8th 2016



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# Texas General Land Office - Disaster Recovery

## Certificate of Construction Completion (Form 6-9) (Revised: 7/11/12)

(SUBMIT ONE FOR EACH PRIME CONSTRUCTION CONTRACT)

Grantee: Jefferson County

GLO-DR Contract No: 10-5291-000-5299

DRS Grant No: DRS010219

This is to certify that a final inspection of the project described below was conducted on the 22nd day of October, 2015.

Contract was entered into on the 18th day of August, 2014 between the city / county of Jefferson and N & T Construction for the construction of Health Clinic.

This is to further certify that:

1. The work has been completed in accordance with the plans and specifications and all addenda, change orders and supplemental agreements thereto, with the following exceptions:

Final exterior signage needs to be installed as soon as it is received from Jefferson County.

2. The sum of \$ 0, deducted from the final payment to the Contractor is a fair and equitable settlement for the foregoing excepted work.

3. The Contractor has presented on behalf of itself and its sureties, satisfactory evidence that he or she will repair, replace and make good any faulty workmanship and/or materials discovered in the work within a period of 1 year from this date, as provided in the Contract.

4. Amount of Original Contract	<u>\$1,955,000</u>
Cumulative Change Orders	<u>\$136,475.7</u>
Final Amount of Contract	<u>\$2,091,475.7</u>
Less Previous Payments	<u>\$1,882,328.13</u>
Less Deductions (from #2 above)	<u>\$0</u>
FINAL PAYMENT (Balance)	<u>\$209,147.57</u>

5. The Final Payment in the amount above is now due and payable.

6. Final Quantities:

Activity Code	Project Name (from Performance Statement)	Description (What is your Activity)	Qty	Metric
14 - Specially Authorized Public F	Port Arthur Health Clinic	New Construction	1	# of Public Facili

For assistance with completing the above table: See GLO site Non-Housing Forms: (Appendix 1: Performance Table)

Certified by:

Robert K. Balfour, P.E.

Engineer Signature  
Robert K. Balfour, P.E.

Engineer Name - Printed  
Project Manager

Title  
Chica and Associates, Inc

Firm

Contractor Signature

CHARLIE JABBIA

Contractor Name - Printed

C.O.O.

Title

N&T Construction

Firm

Donald M. Rao

C.E.O. - Signature

DONALD M. RAO

C.E.O. Name - Printed

DIRECTOR OF ENGINEERING

Title

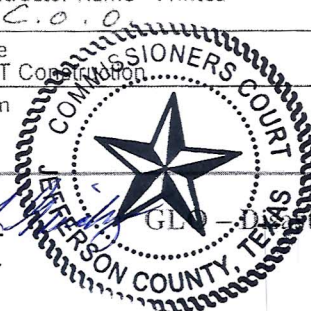
County of Jefferson

City / County of

ATTEST

DATE

Carolyn  
3/21/16



GLO - Disaster Recovery Program Forms



# JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah L. Clark, Purchasing Agent*

1149 Pearl Street, 1<sup>st</sup> Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

**March 21, 2016**

**Request for Statements of Qualification (RFQ 16-005/JW)  
Engineering Services for Jefferson County Sheriff's Department Hangar  
at Jack Brooks Regional Airport**

Dear Vendors:

You are invited to submit a statement of qualifications in accordance with the attached document, RFQ 16-005/JW. Jefferson County is requesting statements of qualifications from qualified Engineering Firms that are registered in the State of Texas to carry out the approved activities.

All interested individuals and firms should obtain a "Request for Qualifications" packet from the Jefferson County website at: <http://www.co.jefferson.tx.us/Purchasing/main.htm>

All submittals shall be evaluated by a Review/Selection Committee. The Review/Selection Committee will evaluate submissions to this request and select the firm most qualified, responsive and experienced.

All responses shall be submitted with an original and three (3) copies, to the Jefferson County Purchasing Department, 1149 Pearl Street, 1<sup>st</sup> Floor, Beaumont, Texas 77701, no later than 11:00 am CDT, Tuesday, April 19, 2016. Jefferson County does not accept responses submitted electronically. Responses will be publicly opened and the names of responding firms will be read aloud in the Jefferson County Engineering Department Conference Room, 1149 Pearl Street, 5<sup>th</sup> Floor, Beaumont, Texas 77701 at the time and date below. Statements of Qualifications received after that time will be considered late and will be returned unopened. Inquires shall be directed in writing to: Jamey West, Assistant Purchasing Agent via e-mail at: [jwest@co.jefferson.tx.us](mailto:jwest@co.jefferson.tx.us).

**REQUEST NAME:** Engineering Services for Jefferson County Sheriff's Department Hangar  
at Jack Brooks Regional Airport

**REQUEST NO. :** RFQ 16-005/JW

**DUE DATE/TIME:** 11:00 am CDT, Tuesday, April 19, 2016

**MAIL OR DELIVER TO:** Jefferson County Purchasing Department  
1149 Pearl Street, 1<sup>st</sup> Floor  
Beaumont, TX 77701

Jefferson County encourages Disadvantaged Business Enterprises to participate in the qualifications submission process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. Individuals requiring special accommodations are requested to contact our office at 409-835-8593 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County.

We look forward to your active participation in this solicitation.

Sincerely,

Deborah L. Clark, Purchasing Agent  
Jefferson County, Texas

Published: Beaumont Enterprise and Port Arthur News: March 23rd & March 30th, 2016

# Request for Statements of Qualification (RFQ 16-005/JW)

## Engineering Services for Jefferson County Sheriff's Department Hangar at Jack Brooks Regional Airport

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### **Section 1. Introduction and Purpose:**

Jefferson County is requesting statements of qualifications and experience from all interested Engineering Firms desiring to provide professional engineering services to include: surveying, civil/structural engineering, architectural, and MEP services to support the construction of a new hangar/storage building at the Jack Brooks Regional Airport adjacent to an existing county-owned hangar. The proposed building will be 60' X 100' and the eave height will match the existing structure.

### **Section 2. Procedure**

Firms are encouraged to submit statements of qualifications and experience to the Jefferson County Purchasing Department. The responsible Jefferson County department head for this project will appoint a selection committee, which will evaluate responses and select, in order of preference, a short list of at least three firms. Responses will be ranked on the basis of demonstrated experience, competence, and qualifications. Fees, price, work hours, or any other cost information will not be considered in the development of the short list.

Jefferson County will then enter into negotiations with the highest qualified firm. The negotiations will first establish the scope, terms and conditions, and time limits for the proposed contract. Once agreement is reached between Jefferson County and the selected firm, the County will request a fee proposal from the firm. If agreement is reached, the County will retain the firm and enter into a written contract with that firm. If an agreement cannot be negotiated with the selected firm, the County will then enter into negotiations with the next most qualified firm. This procedure will continue until agreement is reached and a contract is produced. If the County cannot negotiate an agreement, the procedure will be terminated.

### **Section 3. Selection Committee**

Because of the diversity of the departments and activities of the County, the responsible department head will appoint the selection committee for this project. Typically, the committee will consist of at least one professional in the task required, a person knowledgeable about procurement practices, and either a representative of the department requesting the project, or the department executing the project. However, this structure is not binding. Other members may be appointed as necessary and appropriate, but the total number of persons on the selection committee shall not exceed four (4) persons. Committee appointments shall be in writing and shall briefly describe the scope of the project and, if necessary, the primary disciplines required to accomplish the project, in order to assist the committee in developing a list of firms that might best accomplish the work required.

### **Section 4. Engineering Firm's Services**

A. A description of services that may be utilized under this RFQ includes:

#### **1. Surveying Services:**

- Site and topographic survey to locate building within the facility and establish final floor elevation
- Location of below grade utilities and storm drainage piping identified by the airport to possibly cause interference (please note that no relocation of piping will be considered at this time)
- Provide physical measurements to determine the eave height of the existing adjacent hangar in order to match eave heights

## **2. Civil Engineering Services:**

- Design of pre-engineered metal building foundation based on column reactions (to be provided by the County)
- Development of project specification package including building plan and specification
- Development of final grading plan to provide positive drainage away from the structure and directed to existing drainage path

## **3. Architectural Services:**

- Layout of small office area and restrooms within the building

## **4. MEP Services:**

- Construction drawing and specification development production for heating/cooling requirements of office and restroom facilities
- Construction drawing and specification package development for electrical service and base branch circuits required within the structure. This will also include coordination services with the airport and utility provided
- Construction drawing and specification package development for water and sanitary sewer requirements within the structure along with coordination with the airport and utilities provider

- 5. Geotechnical Services and Foundation Design Parameters:** Are not included in the RFQ. The County will provide geotechnical data and foundation design parameters for the adjacent facilities on site.

- 6. Construction Management Services:** Are not included in this RFQ.

- 7. Deliverables:** The awarded Engineering Firm's deliverables shall include a complete set of construction documents (signed and sealed by a licensed engineer in the State of Texas) for all items included in the in the scope of work as outlined in this RFQ.

- 8. Subcontracting:** No subcontracting will be allowed under this RFQ.

## **Section 5. Laws and Regulations**

A. The Engineering Firm awarded services under this RFQ must comply with all laws, ordinances, and rules and regulations which govern the work specified in this contract.

## Section 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 (policy below that is applicable to this project):

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation

Statutory Coverage (see attached)

## Section 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.

## **Section 8. Qualifications Statement Requirements**

Firms desiring to be considered for Engineering Services as described in this RFQ are required to submit a Statement of Qualifications and Experience in order to be considered. Only firms with statements on file with the County will be evaluated. The statement should contain, as a minimum, the following:

1. Name of the firm wishing to contract with the County.
2. Firm's local address.
3. Firm's corporate or main office address.
4. Number of years the firm has been in business.
5. Names, qualifications, and experience of professional staff who would be assigned to Jefferson County.
6. Firm's organization chart.
7. Biographies or resumes, including home office location and other relevant information, for each key staff member likely to be assigned to a project.
8. Names, titles, address, and telephone numbers of persons who are authorized to negotiate for and contractually bind the firm. One of these persons should sign the response. A contact must be named for addressing questions generated during the evaluation process.
9. A description of representative work accomplished for all jobs within the past five (5) years.
10. Provide a detailed summary of the firm's experience in providing the kinds of services specified in this RFQ to governmental entities.
11. Describe reasons why the firm would be uniquely qualified to provide Engineering Services to Jefferson County.
12. Describe any unique services offered by your firm.
13. A list of references, other than Jefferson County, who have contracted the types of work the firm, is offering to perform. A reference form is included on Page 8 of this package.

## **Section 9. Additional Information**

1. Provide a listing of all current litigation(s), outstanding judgements and liens affecting the firm.

## **Section 10. Terms and Conditions**

1. Jefferson County reserves the right to request clarification of information submitted and to request additional information of one or more applicants.
2. Any agreement or contract resulting from this RFQ shall be on forms approved by Jefferson County and shall contain, at minimum, applicable provisions of this document. Jefferson County reserves the right to reject any agreement that does not conform to this document and any County requirements and contracts.
3. The Engineering Firm shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.
4. No reports, information, or data given to or prepared by the Engineering Firm under contract shall be made available to any individual or organization by the Engineering Firm without the prior written approval of the County.

## 5. Vendor Registration: SAM (System for Award Management).

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an “active” status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site.

Entities may register at no cost directly from the SAM website at: <https://www.sam.gov>

**Respondents are strongly encouraged to review their firm's SAM (System for Award Management) status prior to Qualifications Submission.**

## 6. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

As of January 1, 2016, per House Bill 1295, the Texas Ethics Commission (TEC) requires **all awarded vendors** to complete a Certificate of Interested Parties (FORM 1295) at time of notification of award. **Awarded Vendors** (for contracts under this RFQ) must visit the TEC website link below, enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

**At the time of award, the Jefferson County Purchasing Department will submit a request to the Awarded Vendor (for a contract under this RFQ) to both:**

1. Submit FORM 1295 online via the Texas Ethics Commission website link below.
2. Submit a printed copy of FORM 1295, signed by an Authorized Agent of the Awarded Vendor and notarized to the Jefferson County Purchasing Department.

**FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at:** [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

## 7. 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.

## Section 12. Rating Criteria

The committee selected for a specific project will select a firm or firms for the work required. Firms will be evaluated using the following criteria.

- a. **Firm's Capability to Provide the Services – 40%**
- b. **Performance/References - 30 %**
- c. **Experience on Similar Projects – 20 %**
- d. **Staff Qualifications – 10 %**

### **Section 13. Submission Requirements**

One original and three (3) hard copies, of the qualifications statements shall be mailed or delivered to:

Jefferson County Purchasing Department  
1149 Pearl Street, 1<sup>st</sup> Floor  
Beaumont, TX 77701  
Attn: Deborah L. Clark, Jefferson County Purchasing Agent

**All submissions must be received by 11:00 am CDT, Tuesday, April 19, 2016.**

**Late submissions will not be accepted.**

Please direct questions to Jamey West, Assistant Purchasing Agent at 409-835-8593 phone or e-mail at: [jwest@co.jefferson.tx.us](mailto:jwest@co.jefferson.tx.us).

## Vendor References

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

***THIS FORM MUST BE RETURNED WITH YOUR BID.***

### REFERENCE ONE

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

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

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

### REFERENCE TWO

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

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

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

### REFERENCE THREE

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

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

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

**Respondent Shall Return Completed Form with Offer.**

## Signature Page

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By submitting a response to this solicitation, the undersigned certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal/qualifications submission and time of award, the undersigned will notify the Jefferson County Purchasing Agent. Failure to do so may result in terminating a contract for default.

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.

<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Firm (Entity Name)</div>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Signature</div>
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Street &amp; Mailing Address</div>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Print Name</div>
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">City, State &amp; Zip</div>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Date Signed</div>
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Telephone Number</div>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Fax Number</div>
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">E-mail Address</div>	

**Respondent Shall Return Completed Form with Offer.**

## Respondent's Certification

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I have carefully examined the Request for Statements of Qualifications, Scope of Services Background, and any other documents accompanying or made a part of this Request for Qualifications.

I hereby propose to furnish the goods or services specified in the Request for Qualifications. I agree that my proposal will remain firm for a period of up to 120 days in order to allow the County adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service: no officer, employee or agent of Jefferson County or any other Respondent is interested in said proposal: and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

\_\_\_\_\_  
NAME OF BUSINESS

BY: \_\_\_\_\_

Sworn to and subscribed before me  
this \_\_\_\_\_ day of  
\_\_\_\_\_, 2016

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME & TITLE, TYPED OR PRINTED

\_\_\_\_\_  
MAILING ADDRESS

\_\_\_\_\_  
Notary Public

State of \_\_\_\_\_

\_\_\_\_\_  
CITY, STATE, ZIP CODE

My Commission Expires: \_\_\_\_\_

(\_\_\_\_\_) \_\_\_\_\_  
TELEPHONE NUMBER

**Respondent Shall Return Completed Form with Offer.**



# JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah L. Clark, Purchasing Agent*

1149 Pearl Street, 1<sup>st</sup> Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

## LEGAL NOTICE Advertisement for Invitation for Bids

March 21, 2016

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 16-006/JW, Replacement Outboard Motors and Rigging Kits for Jefferson County Sheriff's Marine Division. **Specifications for this project may be obtained from the Jefferson County website, <http://www.co.jefferson.tx.us/Purchasing/main.htm> or by calling 409-835-8593.**

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room, 1149 Pearl Street, 5<sup>th</sup> Floor, Beaumont, Texas 77701 at the time and date below. Bidders are invited to attend the sealed bid opening.

**BID NAME:** Replacement Outboard Motors and Rigging Kits  
for Jefferson County Sheriff's Marine Division

**BID NO:** IFB 16-006/JW

**DUE DATE/TIME:** 11:00 AM CDT, Tuesday, April 19, 2016

**MAIL OR DELIVER TO:** Jefferson County Purchasing Department  
11149 Pearl Street, 1<sup>st</sup> Floor  
Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Jamey West, Assistant Purchasing Agent, at 409-835-8593 or [jwest@co.jefferson.tx.us](mailto:jwest@co.jefferson.tx.us).

Jefferson County encourages Disadvantaged Business Enterprises to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. Individuals requiring special accommodations are requested to contact our office at 409-835-8593 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County.

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 – March 23<sup>rd</sup> & March 30<sup>th</sup>, 2016

**IFB 16-006/JW**  
**Replacement Outboard Motors and Rigging Kits**  
**for Jefferson County Sheriff's Marine Division**  
**Bids due: 11:00 AM CDT, Tuesday, April 19, 2016**

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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 Jefferson County Purchasing Department Website (below) 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.**

**<http://www.co.jefferson.tx.us/purchasing/main.htm>**

## Instructions to Bidders

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### 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, 3<sup>rd</sup> 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. Bid Submissions During Time of Inclement Weather, Disaster, or Emergency

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the bid closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

### 3. 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.

### 4. 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.

### 5. 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.

## 6. County Holidays – 2016:

January 1	Friday	New Year's Day
January 18	Monday	Martin Luther King, Jr. Day
February 15	Monday	President's Day
March 25	Friday	Good Friday
May 30	Monday	Memorial Day
July 4	Monday	Independence Day
September 5	Monday	Labor Day
November 11	Friday	Veterans Day
November 24 & 25	Thursday & Friday	Thanksgiving
December 26-27	Monday & Tuesday	Christmas

## 7. 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.

## 8. Emergency/Declared Disaster Requirements

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

## 9. 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.

#### **10. 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.

#### **11. 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.

#### **12. 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.

#### **13. 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.

#### **14. 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.

#### **15. 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.

#### **16. 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.**

#### **17. 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.

**18. Currency**

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

**19. 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.

**20. Notice to Proceed/Purchase Order**

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

**21. 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.

**22. Definitions**

“County” – Jefferson County, Texas.

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

**23. 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 Conditions of Bidding and Terms of Contract

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

### 1. Bidding

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2. Performance**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**2.16 Evaluation.** Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not

the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

### 3. Purchase Orders and Payment

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

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

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

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

### 4. Contract

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

**4.2 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.

**4.3 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.

**4.4 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.

**4.5 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.

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

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

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

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

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

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

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

## Special Requirements/Instructions

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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. Vendor Registration: SAM (System for Award Management).

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: <https://www.sam.gov>

**Bid Respondents are strongly encouraged to review their firm's SAM (System for Award Management) status prior to Bid Submission.**

### 3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

As of January 1, 2016, per House Bill 1295, the Texas Ethics Commission (TEC) requires **all awarded vendors** to complete a Certificate of Interested Parties (FORM 1295) at time of notification of award. **Awarded Vendors** must visit the TEC website link below, enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

**At the time of award, the Jefferson County Purchasing Department will submit a request to the Awarded Vendor to both:**

1. Submit FORM 1295 online via the Texas Ethics Commission website link below.
2. Submit a printed copy of FORM 1295, signed by an Authorized Agent of the Awarded Vendor and notarized to the Jefferson County Purchasing Department.

**FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at:** [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

### 4. Multiple Vendor Award

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

### 5. 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.

## 6. 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).

**Invoices shall be submitted to:** Jefferson County Auditing Department, Attention: Accounts Payable, 1149 Pearl Street, 7<sup>th</sup> floor, Beaumont, TX 77701.

## 7. 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.

## 8. Insurance

The contractor (including any and all subcontractors as defined in Section 9.1.3 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
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Excess Liability	\$1,000,000.00
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Property Insurance (policy below that is applicable to this project):

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation

Statutory Coverage (see attached)

## 9. Workers' Compensation Insurance

### 9.1 Definitions:

9.1.1 **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.

9.1.2 **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.

- 9.1.3 **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.
- 9.2 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.
- 9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 6 above.
- 9.4 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.
- 9.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
- 9.5.1 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
- 9.5.2 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.
- 9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 9.7 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.
- 9.8 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.
- 9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 9.9.1 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.
- 9.9.2 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.
- 9.9.3 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.

- 9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
  - 9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
  - 9.9.4.2 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.
- 9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
- 9.9.6 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
- 9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 9.10 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.
- 9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

## Minimum Specifications

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The following requirements and specifications supersede General Requirements where applicable. Contact Jamey West, Assistant Purchasing Agent (e-mail: [jwest@co.jefferson.tx.us](mailto:jwest@co.jefferson.tx.us); phone: 409-835-8593), regarding any questions or comments. Please reference bid number IFB 16-006/JW.

### Scope

Jefferson County is soliciting bids for Replacement Outboard Motors and Rigging Kits for the Jefferson County Sheriff's Marine Division.

### **Item 1: Quantity of (4) Yamaha F300UCA Model 300 HP Outboard Motors**

Type:	Outboard Motor
Year:	Current
Model:	300 HP Four Stroke V6 4.2L Offshore
Model Number:	F300UCA
Series:	Four Stroke V6 4.2L Offshore
HP:	300
Engine Type:	V6 (60°)
Displacement:	4.2L (254 ci)
Bore x Stroke:	96 x 96mm (3.78 x 3.78 in)
Prop Shaft Horsepower:	300hp at 5500 rpm (F/LF300)
Compression Ratio:	10.3
Fuel/Induction System:	DOHC Fuel Injection VCT
Exhaust:	Through Propeller
Intake:	Single Throttle Valve
Ignition System:	TCI Micro Computer
Spark Plug:	LFR6A-11-00-000
Alternator Output:	70 Amp
Starting System:	Electric
Lubrication:	Wet Sump
Engine Oil Capacity:	6.3L/6.0L w/with filter
Full Throttle RPM Range:	5000-6000
Cooling:	Water/Thermostatic Control
Recommended Engine Oil:	Yamalube® 4M (See owner's manual)
Recommended Fuel:	Regular Unleaded (Minimum Pump Octane 89)
Recommended Fuel Filtration:	Yamaha 10-Micron Fuel/Water Separating Filter (external)
Ethanol Blend Limit:	10% Maximum
Gear Ratio:	(21
Gear Shift:	Forward, Neutral, Reverse
Shaft Length:	30"
Degree of Tilt:	67°
Degree of Trim:	-3° through +16°
C.A.R.B. Rating:	3-Star
Dry Weight:	571 lbs
Mounting Centers:	28.6"
Steering Angle (maximum):	32° from center, either direction
Rotation:	Standard (Right)

**Item 2: Quantity of (4) Yamaha LF300UCA Model 300 HP Outboard Motors**

Type:	Outboard Motor
Year:	Current
Model:	300 HP Four Stroke V6 4.2L Offshore
Model Number:	LF300UCA
Series:	Four Stroke V6 4.2L Offshore
HP:	300
Engine Type:	V6 (60°)
Displacement:	4.2L (254 ci)
Bore x Stroke:	96 x 96mm (3.78 x 3.78 in)
Prop Shaft Horsepower:	300hp at 5500 rpm (F/LF300)
Compression Ratio:	10.3
Fuel/Induction System:	DOHC Fuel Injection VCT
Exhaust:	Through Propeller
Intake:	Single Throttle Valve
Ignition System:	TCI Micro Computer
Spark Plug:	LFR6A-11-00-000
Alternator Output:	70 Amp
Starting System:	Electric
Lubrication:	Wet Sump
Engine Oil Capacity:	6.3L/6.0L w/with filter
Full Throttle RPM Range:	5000-6000
Cooling:	Water/Thermostatic Control
Recommended Engine Oil:	Yamalube® 4M (See owner's manual)
Recommended Fuel:	Regular Unleaded (Minimum Pump Octane 89)
Recommended Fuel Filtration:	Yamaha 10-Micron Fuel/Water Separating Filter (external)
Ethanol Blend Limit:	10% Maximum
Gear Ratio:	(21
Gear Shift:	Forward, Neutral, Reverse
Shaft Length:	30"
Degree of Tilt:	67°
Degree of Trim:	-3° through +16°
C.A.R.B. Rating:	3-Star
Dry Weight:	571 lbs
Mounting Centers:	28.6"
Steering Angle (maximum):	32° from center, either direction
Rotation:	Counter (Left)

**Item 3: Quantity of (2) Yamaha F200XCA Model 200 HP Outboard Motors**

Type:	Outboard Motor
Year:	Current
Model:	200 HP Four Stroke In-Line Four
Model Number:	F200XCA
Series:	Four Stroke In-line Four
HP:	200
Engine Type:	In-Line 4 Cylinder
Displacement:	2785cc (163.0 ci)
Bore x Stroke:	96 x 96.2mm (3.78 x 3.79in) `
Prop Shaft Horsepower:	200hp at 5500 rpm
Compression Ratio:	10.3
Fuel/Induction System:	EFI (DOHC)
Exhaust:	Through Propeller
Intake:	Single Electronically Controlled Throttle Valve
Ignition System:	TCI Microcomputer
Spark Plug:	LFR6A-11-00-000
Alternator Output:	50 Amp
Starting System:	Electric with Power Trim & Tilt
Lubrication:	Wet Sump
Engine Oil Capacity:	4.5L/4.3L w/without filter
Full Throttle RPM Range:	5000 - 6000
Cooling:	Thermostatic Control
Recommended Engine Oil:	Yamalube® 4M (See owner's manual)
Recommended Fuel:	Regular Unleaded (Minimum Pump Octane 89)
Recommended Fuel Filtration:	Yamaha 10 Micron Fuel/Water Separating Filter (external)
Ethanol Blend Limit:	10% Maximum
Gear Ratio:	(26 to 14) 1.86 to 1
Gear Shift:	F-N-R
Shaft Length:	25"
Degree of Tilt:	70°
Degree of Trim:	-4° through +16°
C.A.R.B. Rating:	3-Star
Dry Weight:	489 lbs
Rotation:	Standard (Right)
Mounting Centers:	26-inch
Steering Angle (maximum):	32° from center, either direction
Power Trim and Tilt:	Standard
Freshwater Flush:	Standard
Easy Maintenance:	Standard
Counter Rotation:	"LF" Model
Yamaha Diagnostic System:	Compatible
Single Belt Drive System:	Standard
Long Oil Dip Stick Tube:	Standard
Reversible PTT Switch:	Standard
Multi Charge Monitoring System:	Standard

Features: Four Stroke Engine Design, Powerful 4-Cylinder 163 cu in., Compact 10mm Offset Crankshaft, Large Volume Air Intake, Precision Multi-Point Fuel Injection, DOHC (Double Overhead Camshaft), Variable Camshaft Timing (VCT™), 4-Valves Per Cylinder, Long Track Induction System, Compact, Lightweight Design, Labyrinth Exhaust, 4-1 Exhaust System, Twin Balancer Shafts, Flywheel Dampener, TCI Microcomputer, Direct Drive System, Wet Sump Lubrication, Engine Warning System, Sacrificial Anodes, YDC-30 Aluminum Alloy, 5-Step Anti-Corrosion Paint Process, Electro-deposited Powerhead Paint Process, Top Mounted Electrical, Forged Pistons, Super Tight Cowling Mounting, Heat Treated Gears, High Output Alternator, SST Drive, Prop Shift Shafts, SST Steering Tube, Magnetic Drain Plug, Cowling Air Intake Water Draining System, Water Separator

**Item 4: Quantity of (2) Yamaha LF200XCA Model 200 HP Outboard Motors**

Type:	Outboard Motor
Year:	Current
Model:	200 HP Four Stroke In-Line Four
Model Number:	LF200XCA
Series:	Four Stroke In-Line Four
HP:	200
Engine Type:	In-Line 4 Cylinder
Displacement:	2785cc (163.0 ci)
Bore x Stroke:	96 x 96.2mm (3.78 x 3.79in)
Prop Shaft Horsepower:	200hp at 5500 rpm
Compression Ratio:	10.3
Fuel/Induction System:	EFI (DOHC)
Exhaust:	Through Propeller
Intake:	Single Electronically Controlled Throttle Valve
Ignition System:	TCI Microcomputer
Spark Plug:	LFR6A-11-00-000
Alternator Output:	50 Amp
Starting System:	Electric with Power Trim & Tilt
Lubrication:	Wet Sump
Engine Oil Capacity:	4.5L/4.3L w/without filter
Full Throttle RPM Range:	5000 - 6000
Cooling:	Thermostatic Control
Recommended Engine Oil:	Yamalube® 4M (See owner's manual)
Recommended Fuel:	Regular Unleaded (Minimum Pump Octane 89)
Recommended Fuel Filtration:	Yamaha 10 Micron Fuel/Water Separating Filter (external)
Ethanol Blend Limit:	10% Maximum
Gear Ratio:	(26 to 14) 1.86 to 1
Gear Shift:	F-N-R
Shaft Length:	25"
Degree of Tilt:	70°
Degree of Trim:	-4° through +16°
C.A.R.B. Rating:	3-Star
Dry Weight:	489 lbs
Rotation:	Counter (Left)
Mounting Centers:	26-inch
Steering Angle (maximum):	32° from center, either direction
Power Trim and Tilt:	Standard
Freshwater Flush:	Standard
Easy Maintenance:	Standard
Counter Rotation:	"LF" Model
Yamaha Diagnostic System:	Compatible
Single Belt Drive System:	Standard
Long Oil Dip Stick Tube:	Standard
Reversible PTT Switch:	Standard
Multi Charge Monitoring System:	Standard

Features: Four Stroke Engine Design, Powerful 4-Cylinder 163 cu in., Compact 10mm Offset Crankshaft, Large Volume Air Intake, Precision Multi-Point Fuel Injection, DOHC (Double Overhead Camshaft), Variable Camshaft Timing (VCT™), 4-Valves Per Cylinder, Long Track Induction System, Compact, Lightweight Design, Labyrinth Exhaust, 4-1 Exhaust System, Twin Balancer Shafts, Flywheel Dampener, TCI Microcomputer, Direct Drive System, Wet Sump Lubrication, Engine Warning System, Sacrificial Anodes, YDC-30 Aluminum Alloy, 5-Step Anti-Corrosion Paint Process, Electro-deposited Powerhead Paint Process, Top Mounted Electrical, Forged Pistons, Super Tight Cowling Mounting, Heat Treated Gears, High Output Alternator, SST Drive, Prop Shift Shafts, SST Steering Tube, Magnetic Drain Plug, Cowling Air Intake Water Draining System, Water Separator

**Item 5: Quantity of (2) DEC Rigging Kits (Part Number: 6X6-OE83C-00-00)**

Single/Twin Engine Kit w/ 1 Information Station Display.

Note: Control to be paired with these kits is Model CL-2MA.

**Item 6: Quantity of (2) De-Rig Existing Yamaha Motors and Install New Motors****Item 7: Commission Motors and Put Into Service (All Motors).**

The specifications shown are intended to define the level of quality, performance, and features **ONLY**. Products offered shall be of equivalent dimensions, quality, performance and features or better (the brand name product listed is not required). All bidders shall submit, an itemized comparison documenting equivalence for dimensions, quality, performance, and features of the products offered.

## Bidder Information Form

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Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

**Bid Name & Number:** IFB 16-006/JW, Replacement Outboard Motors and Rigging Kits for Jefferson County Sheriff's Marine Division

**Bidder's Company/Business Name:** \_\_\_\_\_

**Bidder's TAX ID Number:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Phone Number (with area code):** \_\_\_\_\_

**Alternate Phone Number if available (with area code):** \_\_\_\_\_

**Fax Number (with area code):** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Mailing Address (Please provide a physical address for bid bond return, if applicable):**

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

# 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:**

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

**Bidder Shall Return Completed Form with Offer.**

## Acceptance of Offer

---

The Offer is hereby accepted for the following items: Replacement Outboard Motors and Rigging Kits for Jefferson County Sheriff's Marine Division.

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. 16-006/JW, Replacement Outboard Motors and Rigging Kits for Jefferson County Sheriff's Marine Division. 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:**

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Carolyn L. Guidry  
County Clerk

**Bidder Shall Return Completed Form with Offer.**

## Bid Form

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Item	Description	Quantity	Unit Price	Total Price
1	Yamaha F300UCA Model 300 HP Outboard Motor or Equivalent	4	\$ _____	\$ _____
2	Yamaha LF300UCA Model 300 HP Outboard Motor or Equivalent	4	\$ _____	\$ _____

Item	Description	Quantity	Unit Price	Total Price
3	Yamaha F200XCA Model 200 HP Outboard Motor or Equivalent	2	\$ _____	\$ _____
4	Yamaha LF200XCA Model 200 HP Outboard Motor or Equivalent	2	\$ _____	\$ _____
5	DEC Rigging Kits (Part No. 6X6-OE83C-00-00) or Equivalent	2	\$ _____	\$ _____
6	De-Rig Existing Yamaha Motors and Install New Motors	2	\$ _____	\$ _____

Item	Description	Total Price
7	Commission Motors and Put Into Service (All Motors)	\$ _____

**Acknowledgment of Addenda (if any):**

Addendum 1 \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum 2 \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum 3 \_\_\_\_\_ Date Received \_\_\_\_\_

**Bidder Shall Return Completed Form with Offer.**

## Vendor References

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

***THIS FORM MUST BE RETURNED WITH YOUR BID.***

### REFERENCE ONE

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

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

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

### REFERENCE TWO

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

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

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

### REFERENCE THREE

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

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

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

**Bidder Shall Return Completed Form with Offer.**

## Signature Page

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

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

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

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

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

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

**Bidder Shall Return Completed Form with Offer.**

## Conflict of Interest Questionnaire

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<div style="border: 1px solid black; padding: 2px; text-align: center; font-weight: bold;">OFFICE USE ONLY</div> <div style="border: 1px solid black; padding: 2px;">Date Received</div>	
<div style="border: 1px solid black; padding: 2px;"> <b>1</b>    <b>Name of vendor who has a business relationship with local governmental entity.</b> </div>		
<div style="border: 1px solid black; padding: 2px;"> <b>2</b>    <input type="checkbox"/>    <b>Check this box if you are filing an update to a previously filed questionnaire.</b>             (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)         </div>		
<div style="border: 1px solid black; padding: 2px;"> <b>3</b>    <b>Name of local government officer about whom the information in this section is being disclosed.</b>   <div style="text-align: center; margin-bottom: 10px;">           _____            Name of Officer         </div> <p>This section (item 3 including subparts A, B, C, &amp; D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="margin-left: 40px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </div> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <div style="margin-left: 40px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </div> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <div style="margin-left: 40px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </div> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p> </div>		
<div style="border: 1px solid black; padding: 2px;"> <b>4</b> </div>		
<div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;">           _____            Signature of vendor doing business with the governmental entity         </div> <div style="width: 45%;">           _____            Date         </div> </div>		

Adopted 8/7/2015

**Bidder Shall Return Completed Form with Offer.**

## Local Government Officer Conflicts Disclosure Statement - OFFICE USE ONLY

<b>LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT</b>		<b>FORM CIS</b>
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>		<div style="border: 1px solid black; padding: 2px; text-align: center; font-weight: bold;">OFFICE USE ONLY</div> <div style="border: 1px solid black; padding: 5px; min-height: 100px;"> Date Received </div>
<b>1</b>	<b>Name of Local Government Officer</b>	
<b>2</b>	<b>Office Held</b>	
<b>3</b>	<b>Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</b>	
<b>4</b>	<b>Description of the nature and extent of employment or other business relationship with vendor named in item 3</b>	
<b>5</b>	<b>List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</b>	
<div style="display: flex; justify-content: space-between;"> Date Gift Accepted _____ Description of Gift _____ </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> Date Gift Accepted _____ Description of Gift _____ </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> Date Gift Accepted _____ Description of Gift _____ </div> <p style="text-align: center; margin-top: 10px;">(attach additional forms as necessary)</p>		
<b>6</b>	<b>AFFIDAVIT</b>	
<p>I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p> <div style="text-align: right; margin-top: 20px;"> _____  Signature of Local Government Officer </div> <p style="margin-top: 20px;">AFFIX NOTARY STAMP / SEAL ABOVE</p> <p>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 30%;"> _____  Signature of officer administering oath </div> <div style="width: 30%;"> _____  Printed name of officer administering oath </div> <div style="width: 30%;"> _____  Title of officer administering oath </div> </div>		

Adopted 8/7/2015

## Good Faith Effort (GFE) Determination Checklist

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***This information must be submitted with your bid.***

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

☐ Yes ☐ No

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

### Did the Prime Contractor/Consultant . . .

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

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

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

**Bidder Shall Return Completed Form with Offer.**

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

PAGE 1 OF 4

***This information must be submitted with your bid.***

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

☐ Yes    ☐ No

Prime Contractor: \_\_\_\_\_ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Address: \_\_\_\_\_

Street	City	State	Zip

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Project Title & No.: \_\_\_\_\_ IFB/RFP No.: \_\_\_\_\_

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

Construction HUB Goals: 12.8% MBE:: \_\_\_\_\_ % 12.6% WBE: \_\_\_\_\_ %

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

**FOR HUB OFFICE USE ONLY:**

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

## PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name:

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_

Street	City	State	Zip
--------	------	-------	-----

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed:

**Bidder Shall Return Completed Form with Offer.**

## HUB SUBCONTRACTOR DISCLOSURE

**(Duplicate as Needed)**

# Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

**PAGE 3 OF 4**

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

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

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

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

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

### PART III: DISCLOSURE OF OTHER “NON-HUB” SUBCONTRACTS

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

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_

Street	City	State	Zip
--------	------	-------	-----

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed:

Subcontractor Name:

Address: \_\_\_\_\_

Street	City	State	Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed:

**Bidder Shall Return Completed Form with Offer.**

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

PAGE 4 OF 4

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_

Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_

Street	City	State	Zip
--------	------	-------	-----

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

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

Name (print or type): \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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

E-mail address:

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

Name (print or type): \_\_\_\_\_

Title:

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

E-mail address:

**Bidder Shall Return Completed Form with Offer.**

## Residence Certification/Tax Form

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

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

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

Taxpayer Identification Number (T.I.N.):	
Company Name submitting bid/proposal:	
Mailing address:	
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

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

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

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

**Bidder Shall Return Completed Form with Offer.**

## Bid Affidavit

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

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

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

on this day personally appeared \_\_\_\_\_, who

(name)

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

"I, \_\_\_\_\_ am a duly authorized officer of/agent

(name)

for \_\_\_\_\_ and have been duly authorized to execute the

(name of firm)

foregoing on behalf of the said \_\_\_\_\_.

(name of firm)

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

Name and address of bidder: \_\_\_\_\_

Fax: \_\_\_\_\_ Telephone# \_\_\_\_\_

by: \_\_\_\_\_ Title: \_\_\_\_\_

(print name)

Signature: \_\_\_\_\_

SUBSCRIBED AND SWORN to before me by the above-named

\_\_\_\_\_ on

this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public in and for  
the State of \_\_\_\_\_

**Bidder Shall Return Completed Form with Offer.**

**CONTRACT RENEWAL FOR IFB 14-010/JW**  
**TERM CONTRACT FOR ARMORED CAR SERVICE FOR**  
**JEFFERSON COUNTY**

The County entered into a contract with Rochester Armored Car Co., Inc. for one (1) year from April 21, 2014 to April 20, 2015, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its second one-year option to renew the contract for one (1) additional year from April 19, 2016 to April 18, 2017.

ATTEST:

JEFFERSON COUNTY, TEXAS

  
Carolyn L. Guidry, County Clerk

  
Jeff Branick, County Judge



CONTRACTOR:

Rochester Armored Car Co., Inc.

  
(Name)

CONTRACT # \_\_\_\_\_

Burial# \_\_\_\_\_

Reference(s)# \_\_\_\_\_

*Hillcrest Memorial Gardens, Inc.*

P.O. Box 2060

4560 Hwy 87 South

Orange, Texas, 77631-2060

(409) 735-7145

*Orange Forest Lawn*

P.O. Box 2060

2312 Irving

Orange, Texas 77631-2060

(409) 735-7145

*Claybar Haven of Rest Cemetery & Crematory*

P.O. Box 27

Hwy 90 at Green Pond Road

Beaumont, Texas 77704

(409) 892-3456

PURCHASE AGREEMENT

Date March 9, 2016

I, (We), JEFFERSON COUNTY PUBLIC HEALTH DEPARTMENT  
(#IFB 13-020/JW) Email \_\_\_\_\_

Address 1149 PEARL ST.  
BEAUMONT, TX 77701 Phone 409-835-8530

hereby agree to purchase subject to the provisions on the reverse side of this agreement and the rules and regulations of:  
☐ Hillcrest Memorial Gardens, Inc. ☐ Orange Forest Lawn ☒ Claybar Haven of Rest & Crematory  
(Hereinafter called "The Memorial Park") the number of interment, entombment, or inurnment space in the location described and any service or merchandise as so stated, at the price and terms as follows:

PROPERTY DESCRIPTION  
Garden SERENITY \*  
Section \_\_\_\_\_ Lot \_\_\_\_\_ Block \_\_\_\_\_ Spaces \_\_\_\_\_  
Section \_\_\_\_\_ Lot \_\_\_\_\_ Block \_\_\_\_\_ Spaces \_\_\_\_\_  
No. of spaces \_\_\_\_\_ Square Feet \_\_\_\_\_  
Mausoleum Unit \_\_\_\_\_  
Crypt \_\_\_\_\_ Level \_\_\_\_\_

MERCHANDISE - PROPERTY - SERVICES			
Price itemization:			
QTY	ITEM DESCRIPTION		COST
100	A. Ground Space .....	\$230.00/each	\$ 23,000.00
_____	B. Mausoleum .....		\$ _____
_____	C. Niche .....		\$ _____
_____	D. Discount.....		\$ _____
_____	Net Property sale (A,B, or C-D).....		\$ _____
100	Perpetual Care.....	\$65.00/each	\$ 6,500.00
_____	Deed Fee.....		\$ _____
_____	Liner Installation Fee.....		\$ _____
_____	Opening & Closing.....		\$ _____
_____	E. Memorial .....		\$ _____
_____	Memorial Inst. Fee .....		\$ _____
_____	F. Granite Base .....		\$ _____
_____	G. Memorial Discount .....		\$ _____
_____	MISC.....		\$ _____
_____	Net Memorial Sales (E or F-G) .....		\$ _____
_____	Sales Tax .....		\$ _____
TOTAL PRICE (target) .....			\$ _____
Allowance(s) .....			\$ _____
Other Applicable Discounts .....			\$ _____
ADJUSTED SALES PRICE .....			\$ 29,500.00

Special Note: if any item listed below is in reference to Memorialization, Granite, scrolls and/or Service Arrangements an appropriate "MEMORIAL ORDER AND/OR "REQUEST AND AUTHORIZATION" must be completed and made part of this agreement.

CREDIT DISCLOSURES	
ADJUSTED SALES PRICE .....	\$ 29,500.00
Less Cash Down Payment .....	\$ _____
Amount Financed .....	\$ _____
Annual Percentage Rate .....	_____%
FINANCE CHARGE .....	\$ _____
TOTAL of PAYMENTS (Amount financed + finance charge).....	\$ _____
Deferred Payment Price (total sales price + finance charge).....	\$ _____
PAYMENT SCHEDULE	
Number of Installments .....	\$ _____
Payable (Mo, Quart, Ann) .....	\$ _____
_____ # equal installments of .....	\$ _____
And one final installment of .....	\$ _____
TOTAL AMOUNT OF ALL INSTALLMENTS (must equal total of payments as itemized above) .....	\$ 29,500.00
First Installment Due .....	

NOTATIONS \* See separate page for property descriptions! CFH/CKW/FF Contract # \_\_\_\_\_  
ATTEST Carolyn L. ...  
DATE 3/12/16



All payments will be applied to cemetery property first, then to other purchases. A memorial may not be set until all spaces are paid in full. The selling price of memorials purchased includes installation in "The Memorial Park". Charges for scrolls and other inscriptions for memorials not included in any pre-need price and will be a just expense at need.

RIGHTS OF PURCHASER AND SELLER

Buyer is entitled to and acknowledges receipt of a copy of this agreement and the Notice of Cancellation printed below at the time Buyer(s) sign(s) this agreement. All parties have read and understand the terms and provisions of this agreement and all parties hereunder and when signed by the purchaser and signed by and accepted by an Executive Officer of "The Memorial Park" this agreement shall become effective and shall be binding on the parties hereto, their heirs, personal representatives and successors subject to the right of cancellation described hereafter. This agreement contains a complete agreement between the parties and no agent or representative has any authority to modify, add to or change the terms or conditions set forth herein 1. Do not sign this contract before you read it or if it has any blank spaces. 2. You are entitled to an exact copy of the contract you sign. 3. Under the law you have the right, among others, to pay in advance the unpaid balance due under this contract and to obtain under certain conditions a partial refund of the Finance Charge. BUYER'S RIGHT TO CANCEL: IF THIS SALE WAS SOLICITED BY THE SELLER OR HIS REPRESENTATIVE AT A PLACE OTHER THAN SELLER'S PLACE OF BUSINESS, YOU, THE BUYER MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD DAY AFTER THE DATE OF THIS TRANSACTION.

I (We) have read this contract, including the back, and received a copy of the agreement IN WITNESS WHEREOF, the Buyer has executed this  
9th day of March, 2016  
Buyer Jeff R. Branick, Jefferson County Judge  
JEFFERSON COUNTY PUBLIC HEALTH DEPT.  
Issue Deed to \_\_\_\_\_  
FSA [Signature]  
Accepted by [Signature]



# CLAYBAR

HAVEN OF REST CEMETERY

US Hwy 90 West, Beaumont, Texas 77713 • 409-892-3456

JEFFERSON COUNTY  
INDIGENT BURIAL PROGRAM  
March 9, 2016

<u>Garden</u>	<u>Lot</u>	<u>Block</u>	<u>Spaces</u>	<u># of Spaces</u>
Serenity	36	B	3 & 4	2
Serenity	36	C	1,2,3,4	4
Serenity	36	D	1,2,3,4	4
Serenity	37	A	1,2,3,4	4
Serenity	37	B	1,2,3,4	4
Serenity	37	C	1,2,3,4	4
Serenity	37	D	1,2,3,4	4
Serenity	39	A	1,2,3,4	4
Serenity	39	B	1,2,3,4	4
Serenity	39	C	1,2,3,4	4
Serenity	39	D	1,2,3,4	4
Serenity	40	A	1,2,3,4	4
Serenity	40	B	1,2,3,4	4
Serenity	40	C	1,2,3,4	4
Serenity	40	D	1,2,3,4	4
Serenity	42	A	1,2,3,4	4
Serenity	42	B	1,2,3,4	4
Serenity	42	C	1,2,3,4	4
Serenity	42	D	1,2,3,4	4
Serenity	43	A	1,2,3,4	4
Serenity	43	B	1,2,3,4	4
Serenity	43	C	1,2,3,4	4
Serenity	43	D	1,2,3,4	4
Serenity	45	A	1,2,3,4	4
Serenity	45	B	1,2,3,4	4
Serenity	46	A	1 & 2	2
<b>TOTAL</b>				<b>100</b>

**LJA Engineering, Inc.**

3120 Fannin Street      Phone    409.833.3363  
Beaumont, Texas 77701      Fax      409.833.0317  
www.ljaengineering.com      TBPE No F-1386

March 7, 2016

Steve Stafford  
Engineering Superintendent  
Jefferson County  
1149 Pearl Street, 5<sup>th</sup> Floor  
Beaumont, Texas 77701

Re:    Announcement of Merger and Assignment of Existing Contract  
      Carroll & Blackman, Inc. and LJA Engineering, Inc.

Mr. Stafford:

After over 70 years in business, Carroll & Blackman, Inc. (CBI) is pleased to announce that it has merged with LJA Engineering, Inc. (LJA) effective January 7, 2016. Carroll & Blackman, Inc.'s experience in water treatment and distribution, wastewater treatment and collection, hydrology and hydraulics, storm water management, water resource systems, floodplain management, transportation design, environmental services and GIS expertise complements LJA's 43-year history of providing successful solutions to complex public works challenges in Houston and the surrounding areas.

LJA is an employee-owned, full-service consulting engineering firm serving the public and private sectors in Texas. With offices in Houston, Spring, Katy, The Woodlands, Beaumont, Galveston, Deer Park, Austin, Cedar Park, San Antonio, Corpus Christi, and Jacksonville, Florida, the staff of LJA includes over 550 experienced civil, transportation, structural, midstream, rail, and coastal engineers, hydrologists, environmental specialists, land planners, landscape architects, construction managers, designers, GIS specialists, technicians, and surveyors.

The former CBI team stands ready to continue our business and service relationship under the corporate structure of LJA Engineering, Inc. Your primary service professional/team will not change with the new company. For the interim, we will maintain our office on Fannin Street and our staff will remain the same. You can continue to use our phone number at this address. Our email addresses will change to initial+last-name@ljaengineering.com. However, our previous email addresses will continue to function for some time.

We hereby request that Jefferson County authorize an assignment to LJA Engineering, Inc. of all active contracts between Jefferson County and Carroll & Blackman, Inc. Please let me know if you have any questions or need additional information.

Sincerely,

A handwritten signature in cursive script that reads 'John Concienne'. The signature is written in dark ink and is located below the 'Sincerely,' text.

John Concienne, CPESC  
Senior Environmental Project Manager  
LJA Engineering, Inc.  
3120 Fannin Street  
Beaumont, Texas 77701  
Office: (409) 833-3363  
Cell: (409) 720-8818  
Email: [jconcienne@ljaengineering.com](mailto:jconcienne@ljaengineering.com)



APPLICATION FOR PAYMENT		JEFFERSON COUNTY NEW HEALTH AND ADULT PROBATION OFFICE				PROGRESS PAYMENT#: 15 -RET/			
ARCHITECT: CHICA AND ASSOCIATES, INC.						PERIOD ENDING:October 31, 2015			
N&T JOB#:	14-1343								
DIVISION ACTIVITY	SCHEDULED VALUE	TOTAL PRIOR MONTHS	COMP. THIS MONTH	STORED THIS MONTH	TOTAL TO DATE	PERCENT COMPLETE	BALANCE TO FINISH	RETAINAGE 10%	
DIVISION 01 GENERAL CONDITIONS									
Supervision	67,328.00	67,328.00	-		67,328.00	100%	-	6,732.80	
Temporary Conditions	17,153.00	17,153.00	-		17,153.00	100%	-	1,715.30	
Clean-up	6,090.00	6,090.00	-		6,090.00	100%	-	609.00	
Builders Risk Insurance	8,251.00	8,251.00	-		8,251.00	100%	-	825.10	
Performance Bond	26,183.00	26,183.00	-		26,183.00	100%	-	2,618.30	
Project Sign	802.00	802.00	-		802.00	100%	-	80.20	
Temporary Fence	2,458.00	2,458.00	-		2,458.00	100%	-	245.80	
DIVISION 03 CONCRETE									
Concrete	309,410.00	309,410.00	-		309,410.00	100%	-	30,941.00	
DIVISION 04 MASONRY									
Masonry	146,573.00	146,573.00	-		146,573.00	100%	-	14,657.30	
DIVISION 05 METALS									
Structural Steel	136,033.00	136,033.00	-		136,033.00	100%	-	13,603.30	
Steel Erection	65,190.00	65,190.00	-		65,190.00	100%	-	6,519.00	
DIVISION 06 MILLWORK & CARPENTRY									
Cabinets	22,603.00	22,603.00	-		22,603.00	100%	-	2,260.30	
Rough Carpentry	8,822.00	8,822.00	-		8,822.00	100%	-	882.20	
Roof Blocking	6,326.00	6,326.00	-		6,326.00	100%	-	632.60	
DIVISION 07 THERMAL & MOISTURE PROTECTION									
Metal Roofing Panels	99,324.00	99,324.00	-		99,324.00	100%	-	9,932.40	
Roof Curbs	2,030.00	2,030.00	-		2,030.00	100%	-	203.00	
Roof Hatch	800.00	800.00	-		800.00	100%	-	80.00	
DIVISION 08 DOORS & WINDOWS									
Hollow Metal - Material	13,171.00	13,171.00	-		13,171.00	100%	-	1,317.10	
Hardware - Material	14,256.00	14,256.00	-		14,256.00	100%	-	1,425.60	
Wood Doors - Material	20,679.00	20,679.00	-		20,679.00	100%	-	2,067.90	
Overhead Door	17,575.00	17,575.00	-		17,575.00	100%	-	1,757.50	
Glass/Windows	39,371.00	39,371.00	-		39,371.00	100%	-	3,937.10	
DIVISION 09 FINISHES									
Drywall & Metal Studs	140,982.00	140,982.00	-		140,982.00	100%	-	14,098.20	
Acoustical Ceiling	37,191.00	37,191.00	-		37,191.00	100%	-	3,719.10	
FRP Panels	3,039.00	3,039.00	-		3,039.00	100%	-	303.90	
Plaster	11,424.00	11,424.00	-		11,424.00	100%	-	1,142.40	
Painting	55,337.00	55,337.00	-		55,337.00	100%	-	5,533.70	
Flooring	29,763.00	29,763.00	-		29,763.00	100%	-	2,976.30	

DIVISION 10 SPECIAL TIES									
Toilet Accessories - Material	6,920.00	6,920.00	-		6,920.00	100%	-	692.00	
Toilet Partitions - Material	4,070.00	4,070.00	-		4,070.00	100%	-	407.00	
Metal Letter - Material	7,870.00	7,870.00	-		7,870.00	100%	-	787.00	
Corner Guards- Material	3,063.00	3,063.00	-		3,063.00	100%	-	306.30	
Markerboards - Material	2,099.00	2,099.00	-		2,099.00	100%	-	209.90	
DIVISION 21 FIRE SUPPRESSION									
Fire Sprinkler	40,465.00	40,465.00	-		40,465.00	100%	-	4,046.50	
DIVISION 22 PLUMBING									
Underground Fire Line	21,908.00	21,908.00	-		21,908.00	100%	-	2,190.80	
Plumbing	141,710.00	141,710.00	-		141,710.00	100%	-	14,171.00	
DIVISION 23 MECHANICAL									
HVAC	169,710.00	169,710.00	-		169,710.00	100%	-	16,971.00	
DIVISION 26 ELECTRICAL									
Electrical	151,020.00	151,020.00	-		151,020.00	100%	-	15,102.00	
DIVISION 28 FIRE ALARM									
Fire Alarm	12,535.00	12,535.00	-		12,535.00	100%	-	1,253.50	
DIVISION 31 EARTHWORK									
Stework	64,920.00	64,920.00	-		64,920.00	100%	-	6,492.00	
SWPPP	2,002.00	2,002.00	-		2,002.00	100%	-	200.20	
Storm Drainage	7,481.00	7,481.00	-		7,481.00	100%	-	748.10	
DIVISION 32 EXTERIOR IMPROVEMENTS									
Landscaping	2,403.00	2,403.00	-		2,403.00	100%	-	240.30	
Parking Striping	8,340.00	8,340.00	-		8,340.00	100%	-	834.00	
Fencing	320.00	320.00	-		320.00	100%	-	32.00	
CHANGE ORDERS									
CO#1 - Storm Drain Changes	13,405.25	13,405.25	-		13,405.25	100%	-	1,340.53	
CO#2 - Entergy Underground Conduit Relocation	1,831.07	1,831.07	-		1,831.07	100%	-	183.11	
CO#3 - Entergy Lug Box	1,655.57	1,655.57	-		1,655.57	100%	-	165.56	
CO#4 - Added Sink & Plumbing to H03	2,439.15	2,439.15	-		2,439.15	100%	-	243.92	
CO#5 - Relocation of Waterline to DMV	2,729.53	2,729.53	-		2,729.53	100%	-	272.95	
CO#6 - 6" Water Main Extension	9,838.22	9,838.22	-		9,838.22	100%	-	983.82	
CO#7 - Add 2-3 Way Switches as Breakroom	513.02	513.02	-		513.02	100%	-	51.30	
CO#8 - DMV Waterline Credit	-1,409.00	(1,409.00)	-		(1,409.00)	100%	-	(140.90)	
CO#9 - Provide 9 Fire Extinguisher Cabinets	904.81	904.81	-		904.81	100%	-	90.48	
CO #10 - Deduct Gas to Generator	-904.65	(904.65)	-		(904.65)	100%	-	(90.47)	
CO#11 - Relocate Existing Door 188 per PR#6	333.35	333.35	-		333.35	100%	-	33.34	
CO#13 - Mirrors	1,303.20	1,303.20	-		1,303.20	100%	-	130.32	
CO#14 - Entergy Fused Disconnect	7,491.68	7,491.68	-		7,491.68	100%	-	749.17	
CO#15 - Add Grate for Parking Drainage	871.13	871.13	-		871.13	100%	-	87.11	
CO#18 - Relocate Bulletproof Window	726.00	726.00	-		726.00	100%	-	72.60	
CO#19 - New Bulletproof Window	7,752.00	7,752.00	-		7,752.00	100%	-	775.20	
CO#21 - Add Observation Window	688.00	688.00	-		688.00	100%	-	68.80	
CO#22 - Change swing of electrical door	191.00	191.00	-		191.00	100%	-	19.10	
CO#23 - Specimen Pass Thru	697.00	697.00	-		697.00	100%	-	69.70	
CO#24 - Delete Observation Window at Room P38	494.00	494.00	-		494.00	100%	-	49.40	

CO#25 - Delete Door Closers	-3,075.00	(3,075.00)	-		(3,075.00)	100%	-	(307.50)
CO#26 - Add Exit Lights	1,125.30	1,125.30	-		1,125.30	100%	-	112.53
CO#27 - Add Maverick Cabling	40,446.45	40,446.45	-		40,446.45	100%	-	4,044.65
CO#28 - Add Maverick Camera Cabling	10,328.95	10,328.95	-		10,328.95	100%	-	1,032.90
CO#29 - Add Maverick Phone Cabling	7,000.05	7,000.05	-		7,000.05	100%	-	700.01
CO#30 - Add Maverick Panic System	4,813.75	4,813.75	-		4,813.75	100%	-	481.38
CO#31 - Add Interior Signage	4,476.10	4,476.10	-		4,476.10	100%	-	447.61
CO#32 - Install Owner Furnished Signage	4,440.27	4,440.27	-		4,440.27	100%	-	444.03
CO#33 - Add Concrete Walk around Building	14,843.50	14,843.50	-		14,843.50	100%	-	1,484.35
CO#44 - Add Knox Box	526.00	526.00	-		526.00	100%	-	52.60
<b>TOTAL</b>	<b>2,091,475.70</b>	<b>2,091,475.70</b>	-		<b>2,091,475.70</b>	<b>100%</b>	-	<b>209,147.57</b>

PURCHASE ORDER  
JEFFERSON COUNTY

P.O.: 060603  
DATE: 09/23/14  
PAGE: 1

SEND INVOICE TO:

JEFFERSON COUNTY AUDITORS OFFICE  
1149 PEARL STREET, 7<sup>TH</sup> FLOOR  
BEAUMONT, TEXAS 77701

CHANGE #: 14  
DATE CHG: 10/21/14

VENDOR ADDRESS:

N&T CONSTRUCTION COMPANY, INC.  
PO BOX 269  
BEAUMONT, TX 77704

SHIP FOB DESTINATION TO:

JEFFERSON COUNTY, TEXAS  
JEFFERSON CO. ENGINEERING  
ATTN: ROMNEY NEED  
1149 PEARL - 5TH FLOOR  
BEAUMONT, TX 77701

VENDOR NO:  
10517

CONTRACT NUMBER:

BUYER:

JAMEY WEST

ACCOUNT NO:

REQUISITION NO:  
61895

REQUISITIONED BY:  
KAREN J STEWART

ITEM NO.	QUANTITY	UOM	DESCRIPTION	UNIT COST	EXTENDED COST
-------------	----------	-----	-------------	--------------	------------------

\*\*\*\*\*  
\*  
\* CHANGE ORDER \*  
\*  
\*\*\*\*\*

CONSTRUCTION PT. ARTHUR HEALTH AND WELFARE BLDG

EFFECTIVE DATE: 09/23/14  
EXPIRATION DATE: 10/15/16  
NOT TO EXCEED: 2091475.70



FAXED: DATE \_\_\_\_\_ BY \_\_\_\_\_

Instructions to the Vendor:

1. PO# must appear on all invoices, packing slips and correspondence.
2. Send original and one copy of invoice to address above.

STATE TAX EXEMPT NUMBER: A246707  
FEDERAL TAX EXEMPT NUMBER: 74-60000-291

This Purchase Order is Issued subject to the Terms and Conditions as set on the original Order copy.

DEBORAH L. CLARK  
PURCHASING AGENT, BY:

*Jamey West*  
AUTHORIZED SIGNATURE



Chica & Associates, Inc.

Consulting Engineers

## Letter of Transmittal

**To:** Don Rao  
Director of Engineering  
Jefferson County Courthouse  
1149 Pearl Street, Beaumont TX 77701  
(409) 835-8584

**From:** Samuel Fountain  
**Phone:** 409-833-4343  
**Fax:** 409-833-8326  
**File:**

**Date:** November 11, 2015

**Subject:** Port Arthur Health Clinic

We are sending:

☒ Originals    ☐ Prints    ☐ Plans    ☐ Samples    ☐ Copy of Letter    ☐ Specifications

Copies	Description
1	Application & Certificate for Payment ~ No. 15 (N&T Construction)
1	O&M Manual
1	As-Built Drawings
1	COCC (TO BE SIGNED BY JUDGE)

☒ For Your Use

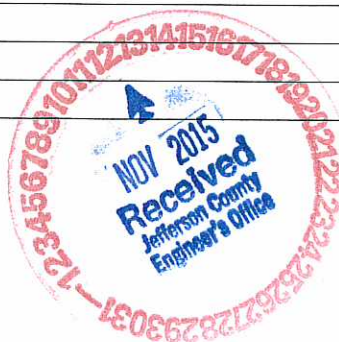
Upon approval please forward to purchasing for further processing. Thanks.

Thank you,

Samuel Fountain

cc: Transmittal Letter; file

Signed:





Chica &amp; Associates, Inc.

Consulting Engineers

TO PURCHASING

## Letter of Transmittal

**To:** Don Rao  
 Director of Engineering  
 Jefferson County Courthouse  
 1149 Pearl Street, Beaumont TX 77701  
 (409) 835-8584

**From:** Samuel Fountain  
**Phone:** 409-833-4343  
**Fax:** 409-833-8326  
**File:**

**Date:** November 11, 2015

**Subject:** Port Arthur Health Clinic

We are sending:

☒ Originals    ☐ Prints    ☐ Plans    ☐ Samples    ☐ Copy of Letter    ☐ Specifications

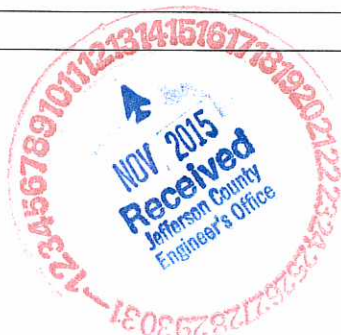
Copies	Description
1	Application & Certificate for Payment ~ No. 15 (N&T Construction)
1	O&M Manual
1	As-Built Drawings
1	COLL (TO BE SIGNED BY JUDGE)

For Your Use

Upon approval please forward to purchasing for further processing. Thanks.

Thank you,

Samuel Fountain



cc: Transmittal Letter; file

Signed:

## Ronney Nedd

---

**From:** Susan Stover <susan.stover@sbcglobal.net>  
**Sent:** Thursday, March 10, 2016 11:27 AM  
**To:** 'Ronney Nedd'  
**Subject:** FW: FWCR & Labor Closeout - Port Arthur Health Clinic, Jefferson Co. DRS010219/GLO 10-5291-000-5299

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**From:** Wesley McPhail [mailto:wesley.mcphail@sbcglobal.net]  
**Sent:** Thursday, February 25, 2016 2:58 PM  
**To:** csneed@co.jefferson.tx.us  
**Cc:** 'Susan Stover'  
**Subject:** FWCR & Labor Closeout - Port Arthur Health Clinic, Jefferson Co. DRS010219/GLO 10-5291-000-5299  
**Importance:** High

Candace,

I am happy to inform you that as of this afternoon N&T Construction Co. has provided all of the required documentation needed to comply with the Federal Labor Standards.

Upon review of their final documents I have completed the Final Wage Compliance Report and uploaded it to the GLO's website for review.

You are in the clear to begin the proceedings to release their final payment.

Thanks,

Wesley McPhail  
 David J. Waxman, Inc.  
 P.O. Drawer 900  
 Jasper, TX 75951  
 409/384-3458 / Fax 409/384-5719

The information contained in this e-mail is confidential and may be legally privileged. It is intended solely for the addressee. If you are not the intended recipient, any disclosure, copying, distribution, or any action or act of forbearance taken in reliance on it, is prohibited and may be unlawful. Any views expressed in this e-mail are those of the individual sender, except where the sender specifically states them to be the view of David J. Waxman, Inc. or Waxmans, III or any of its affiliates or subsidiaries.



## JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah Clark, Purchasing Agent*

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

### MEMORANDUM

To: Commissioners' Court

From: Deborah Clark  
Purchasing Agent

A handwritten signature in cursive script, appearing to read "Deborah Clark", is written over the printed name.

Date: March 10, 2016

Re: Disposal of Salvage Property

Consider and possibly approve disposition of salvage property as authorized by Local Government Code §263.152 (3), for broken or obsolete items.

Thank you.

JEFFERSON COUNTY, TEXAS  
1149 PEARL STREET  
BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY

March 21, 2016

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
AUDITING	CHAIR		28210
<i>contact person: Lola Charles</i>			
AGRICULTURE	DELL LATITUDE 6500 LAPTOP		33199
AGRICULTURE	DELL LATITUDE 6500 LAPTOP		33600
<i>contact person: Peggy Coleman</i>			
CRIMINAL COURTS	BROTHER INTELLIFAX 4750E FAX MACHINE	U60283M451	
<i>contact person: Mary Godina</i>			
58th DISTICT COURT	CHAIR		
<i>contact person: Charley Anderson</i>			
252nd DISTRICT COURT	BROTHER 2840 FAX MACHINE	U63274F3J424568	
<i>contact person: Dolly McPhillips</i>			
COURT AT LAW #2	PANASONIC DVD/VCR COMBO TELEVISION		28110
COURT AT LAW #2	RCA 32" DVD/VCR COMBO TELEVISION		33386
<i>contact person: Melanie Smith</i>			
PURCHASING	CALCULATOR		16985
PURCHASING	CALCULATOR		16997
PURCHASING	CHAIR		11208
PURCHASING	CHAIR		10529
PURCHASING	CHAIR		14257
PURCHASING	HP DESKJET PRINTER		22018
PURCHASING	STEP STOOL		11635
<i>contact person: Sylvia Moore</i>			

Approved by Commissioners' Court: \_\_\_\_\_

JEFFERSON COUNTY, TEXAS  
1149 PEARL STREET  
BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY

March 21, 2016

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
TREASURER	PAPER SHREDDER		26592
TREASURER	SHARP CALCULATOR		26594
TREASURER	SHARP CALCULATOR		26593
TREASURER	SHARP CALCULATOR		11016
contact person: Lisa Marks			

Approved by Commissioners' Court: \_\_\_\_\_



## **AGENDA**

**March 21, 2016**

### **Airport**

Consider, possibly approve and authorize the County Judge to execute, receive and file a lease Agreement with Golden pass Products, LLC and Jefferson County for office space at the Airport.

## TERMINAL LEASE AGREEMENT

This Terminal Lease Agreement (this "Lease Agreement") entered into by and between Jefferson County, Texas, a subdivision of the State of Texas, and Golden Pass Products LLC, (GPP) a limited liability company organized under the laws of the State of Delaware, made and entered into this **21st day of March, 2016**.

### RECITALS

WHEREAS, Jefferson County, hereinafter called "Lessor", owns, operates, and has exclusive authority and power to operate the real property located in the County of Jefferson, State of Texas, known as the Jack Brooks Regional Airport (the "Airport");

WHEREAS, Golden Pass Products LLC, hereinafter called "Lessee", is qualified to do business in the State of Texas and desires to enter into a rental agreement with Lessor for the purpose of leasing space within the Airport, more specifically described herein, with the understanding that the scope of business operations permitted by this Lease Agreement is limited to those described herein, and nothing in this Lease Agreement may be construed as conferring any rights to the exclusion of any other tenant of the Airport;

WHEREAS, Lessor and Lessee have entered into a Letter of Intent on December 22, 2015 expressing the desire and intent of Lessor to lease terminal space to Lessee and Lessee to lease terminal space from Lessor chiefly on the terms included therein;

WHEREAS, Lessor represents that it has the right to grant the lease, together with all the facilities, rights, licenses, services, and privileges in the manner and to the extent hereinafter set forth; and

WHEREAS, Lessee intends to remodel the interior of the approximately 16,480 square foot of terminal shell space, hereinafter called "Shell Space", for its needs.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, and for other good and valuable consideration, the parties hereto agree, for themselves, legal representatives and assignees as follows:

### AGREEMENT

1. USE OF AIRPORT. Lessee, its employees, guests, patrons, and invitees shall have the right to the use (in common with other duly authorized users) of the Airport and its appurtenances, together with all facilities, improvements, equipment, and services that have been or may hereafter be provided for common use at or in connection with the Airport, subject to the Rules and Regulations of the Airport (the "Rules and Regulations") which are not in conflict with this Lease Agreement.

2. SPECIFIC RIGHTS OF LESSEE AT THE AIRPORT. Lessee shall have the right, in addition to all rights elsewhere granted in this Lease Agreement, to use the Airport for primarily for each of the following purposes, but not limited to other business purposes deemed necessary by GPP:

A. To conduct hiring, training, and orientation of persons, including all activities reasonably necessary to such operations;

B. To conduct meetings, seminars, hearings, conferences or other similar gatherings for public or private audiences to facilitate advancement of Lessee's public, governmental and/or industry-related activities;

C. To conduct drills, meetings, seminars, conferences or other similar gatherings to support ongoing operational activities with Golden Pass Products or its affiliates, governmental entities, industry groups and the public.

3. LESSEE RESPONSIBILITIES. In connection with the exercise of its rights under this Lease Agreement, Lessee:

A. Shall not, without first obtaining Lessor's written consent, use the demises premises for any other activity except as expressly provided in this Lease Agreement.

B. Shall not knowingly do or permit to be done anything at or about the Airport that may negatively interfere with the effectiveness or accessibility of the drainage and sewage system, water system, electrical system, heating system, natural gas, air conditioning system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, or other Airport systems installed or located on or within the premises of the Airport.

C. Lessee will comply with any applicable environmental regulations affecting its operations as required by Jefferson County, the State of Texas or the federal government. Lessee shall not conduct any maintenance or washing activities outside of an area designated by the Airport, with such area required to be designated by Airport so as to meet the operational needs of Lessee in a reasonable manner, and Lessee will take all reasonable precautions to capture any spills and to keep the premises free of discharges of hazardous chemicals or petroleum products. Lessee shall not engage in any activity or conduct, including but not limited to the use, treatment, generation, transportation, processing, handling, disposal, production or storage of hazardous substances, or the use of solvents, lubricants, petroleum, degreasers, or other compounds, in such a manner as to create an unreasonable risk of contamination of the soil or ground or open waters or the emission of vapors or gases which constitute atmospheric pollutants, which creates or may create an unlawful, dangerous, injurious, or noxious condition or that violates the terms or conditions of the Airport's environmental permits. Lessor shall have the right to monitor Lessee's activities, whether in an exclusive use area or in a common use area, for compliance with Airport's Spill Prevention Control and Counter Measure Plan and Storm Water Plan.

D. Lessee recognizes Airport's required compliance with Transportation Security Administration Regulations concerning airport security. Lessee agrees to cooperate and comply with such regulations and Airport's Airport Security Program as it relates to its use of the Airport's public facilities. Lessee shall take the necessary steps to prevent or deter unauthorized persons from obtaining access to the secured areas of the Airport. To the extent possible, Lessee agrees to cooperate with Lessor in dealing with aircraft and emergencies at the Airport. In the event of an emergency Lessee will fully cooperate with the Airport and assist in the implementation of the then current Airport Emergency Plan.

E. Lessee shall provide for the security of the Air Operations Area to prevent ground entry or movement of unauthorized persons from or through the Leased Premises in accordance with any regulations imposed upon Lessor by the Federal Aviation Administration. Lessee will indemnify and hold harmless Lessor, its officers and employees, from any charges, fines or penalties that may be levied by any agency of the United States or the State of Texas by reason of Lessee's failure to comply with this Lease Agreement.

4. TERM. The initial term of this Lease Agreement shall begin retroactively on January 01, 2016 (the "Commencement Date") and terminate without further notice on December 31, 2017 unless sooner terminated as provided herein or unless extended by mutual agreement of the parties under Section 5 of this Lease Agreement (the "Termination Date").

5. OPTION TERM AND RIGHT OF FIRST REFUSAL AND PREFERENTIAL RIGHT

A. At its sole discretion, Lessee shall have the option to extend the term of this Lease Agreement for up to an additional 60 months beyond the Termination Date at the same rates and adjustments included in this Lease Agreement (the "Extended Term"). The Extended Term shall be subject to the entire provisions of this Lease Agreement.

B. At its sole discretion Lessee has a right of first refusal for all or a portion of the Leased Premises if a bona fide offer is made to Lessor to rent all or any portion of the Leased Premises upon expiration of this Lease Agreement. Lessor shall first present the details of any such offers to Lessee. Lessee then has the right to match any such offer and rent the space on the same or better terms.

C. In the event any rental space comes available to rent at the Airport and such space abuts or is in close proximity to the Leased Premises, Lessor must first offer rental of that space to Lessee and enter into good faith negotiations to finalize a lease agreement should Lessee give notice that it wishes to exercise its preferential right to lease.

6. RENTALS AND FEES. The consideration that Lessee agrees to provide Lessor for leasing space under this Lease Agreement is to pay rentals and fees for the use of the premises, facilities, rights, licenses, services and privileges granted hereunder, according to the terms specified in the attached Exhibit "A".

7. PREMISES. The Leased Premises is described in detail in Exhibits "A" and "B" attached hereto. The parties understand and acknowledge that the shell space that is the subject of this Lease Agreement is not completed and that Lessee will be responsible for construction and remodeling of the interior space. The parties understand and acknowledge that Lessor will have full access to information on the design, layout, materials, and practices used of the interior to be constructed, as well as any exterior modifications including, but not limited to exterior doors, storefront windows, and walls. Lessee anticipates the construction period will commence within 90 days of GPP expansion project investment decision by its Shareholders. Dates of estimated completion and occupancy will be communicated in writing to the Lessor as the dates become available.

Lessee shall have the exclusive use of an area containing 16,480 square feet of Shell Space located in the terminal building, 55,900 square feet of parking lot, and 6,600 square feet of "Bull Pen"

area as identified on the attached Exhibit "B" ("Leased Premises") for such uses as Lessee finds necessary for the activities described in Section 2. In the event a new terminal is constructed by Airport prior to expiration of this Agreement, the parties will determine and agree upon the location, terms and conditions of Lessee's occupancy in the new terminal

8. MAINTENANCE AND OPERATION OF AIRPORT FACILITIES. Lessor agrees that it will maintain all appurtenant facilities connected therewith in good order and condition. Lessor agrees, except as herein otherwise provided, that it will, during the term of this lease, maintain and keep the Airport in a safe, workable, clean and sanitary condition and in good repair and free from obstruction. Lessor reserves the right further to develop or improve any area and all publicly-owned air navigation facilities of the Airport. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction.

9. UTILITIES. Lessee, at its own expense, shall furnish all heat, air conditioning, electricity, janitorial, water and sewer for the shell space and will keep the public use premises in a neat, clean and sanitary condition. Lessee shall furnish its telephone service, security service, and provide janitorial service for the Leased Premises. If separation of utilities between the separate sections of the Main Commercial Terminal is not feasible, either physically or financially, Lessee agrees to compensate Lessor for any mutually agreed increase in utilities usage.

10. INSURANCE. Lessee shall maintain in full force and effect the forms of insurance as set forth in this Article 10. All such insurance shall be evidenced by certificates of insurance naming Lessor as an additional insured satisfactory to Lessor, evidencing coverage as required herein. Proof of required insurance will be furnished to Lessor with a certificate from the insurance carrier showing such insurance to be in full force and effect. Each policy or certificate shall contain a provision that written notice of cancellation or any material change in the policy by the insurer shall be delivered to Lessor, thirty (30) days in advance of the effective date.

A. Lessee shall prior to the execution of this lease, obtain public liability insurance for;

1. \$300,000 for personal injury/death for one person growing out of one accident or other cause, and;
2. \$500,000 for personal injury/death for two or more persons growing out of one accident or other cause, and;
3. \$500,000 for property damage growing out of any accident or other cause

B. The amounts of minimum coverage herein specified may be modified from time to time in compliance with Jefferson County requirements.

C. Lessee shall likewise maintain workers' compensation insurance, covering all its employees who may from time to time be on Airport premises in such capacity. Lessee shall require each of its agents, licenses, subcontractors, and suppliers for the Leased Premises to maintain such workers' compensation insurance covering their employees coming on Airport premises in connection with Lessee's operations hereunder. Upon request by Lessor, Lessee shall furnish Lessor with evidence of such workers' compensation insurance in a form acceptable to Lessor.

D. If any claim for damages is filed with Lessee or if any lawsuit is instituted against Lessee, Lessee shall give prompt and timely notice thereof to Lessor, provided that claims and lawsuits subject to such notice are only those that arise out of or are in any way connected with Lessee's use of the Leased Premises or Lessee's operations or activities in regard to the Airport and that in any way affect or might reasonably affect Lessor.

E. If any claim for damages is filed with Lessor or if any lawsuit is instituted against Lessor, Lessor shall give prompt and timely notice thereof to Lessee, provided that claims and lawsuits subject to such notice are only those that arise out of or are in any way connected with the operation of the Airport by Lessor and that in any way affect or might reasonably affect Lessee.

11. WAIVER OF SUBROGATION. In the event that the Leased Premises or any part of the Airport shall be destroyed in whole or in part by any cause or causes covered by standard fire and extended coverage insurance forms, Lessor shall not be liable for or responsible to Lessee or any insurer or insurers of Lessee and in the respect of any such damage or destruction and Lessee hereby specifically waives any and all right of subrogation, which its insurer or insurers may have against Lessor for such losses, damages or destruction of Lessee's property and the Leased Premises, all notwithstanding the fact that the same is caused in whole or in part by the neglect acts or omissions of Lessor or any of its officers, agents, employees, invitees or otherwise or by the neglect acts or omissions of Lessee or any of its officers, agents, employees, invitees or otherwise.

12. INDEMNIFICATION. Lessee agrees fully to indemnify, defend, and hold Lessor harmless from and against all claims and actions (and all expenses incidental to the investigation and defense thereof) based on or arising out of damages or injuries or death to any person or property caused by or arising out of the use, occupancy, or operations of Lessee at the Airport, to the extent caused by the negligent acts or omissions of Lessee, its employees or agents. Lessee shall not be liable for any injuries, death, damage, or loss to the extent that such injury, death, damage, or loss is caused by the fault or negligence of Lessor, its agents, or employees. Lessor shall give to Lessee prompt and reasonable notice of any such claims or actions.

13. DAMAGE OR DESTRUCTION OF PREMISES. In the event the premises covered by this lease are wholly or partially destroyed or damaged so as to render the whole or a substantial part thereof unfit for occupancy or the use contemplated by this Lease Agreement, and the same cannot be repaired with reasonable diligence within one hundred twenty (120) days after the happening of such destruction or damage, then this lease, at the option of Lessee shall cease and terminate as of the date of such destruction or damage. Upon such termination, Lessor shall repay to Lessee any rents previously paid by Lessee with respect to any period subsequent to the date of such termination, and Lessee shall surrender possession of the premises to Lessor. If such destruction or damage can be repaired within one hundred twenty (120) days, Lessor shall forthwith repair the same with all reasonable diligence, and at its own expense (unless such damage was caused by the negligence or actions of Lessee, its employees, and/or agents in which case Lessee shall repair the premises subject to the terms of Sections 10 and 11) and this lease shall continue in force and effect.

14. CANCELLATION BY LESSOR. Lessor shall have the right, in the event Lessor requires the premises for expansion or development of the Airport, to cancel this lease in its entirety, to be effective at the end of any specified month, provided it gives not less than ninety (90) days written notice to Lessee of its intent to cancel this lease in its entirety. Lessor may cancel this Lease Agreement upon giving Lessee ninety (90) days written notice, upon or after the happening of any of the following events:

- A. nonpayment of rent and fees to Lessor by Lessee after ten (10) days' notice to Lessee of nonpayment;
- B. the filing by Lessee of a voluntary petition in bankruptcy, the adjudication of Lessee as a bankruptcy pursuant to involuntary bankruptcy proceedings, or the appointment of a receiver of Lessee's assets;
- C. the abandonment by Lessee of the premises at the Airport;
- D. the default by Lessee in the performance of any other covenants or agreements herein required to be performed by Lessee (except as set forth above) and the failure of Lessee to remedy such default for a period of thirty (30) days after receipt from Lessor of written notice to remedy the same; provided, however, that no notice of cancellation, as above provided, shall be of any force or effect if Lessee shall have remedied the default prior to receipt of Lessor's notice of cancellation.
- E. No waiver of default shall be construed to be or act as a waiver by Lessor of any subsequent default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by Lessee.

15. CANCELLATION BY LESSEE. Lessee may cancel this Lease Agreement after the happening of any one of the following events:

- A. Issuance by any court of competent jurisdiction of any injunction in any way preventing or restraining the use of the Airport or any part thereof for Airport purposes;
- B. The material breach by Lessor of any of the covenants or agreements herein contained and the failure of Lessor to remedy such breach for a period of sixty (60) days after receipt of a written notice of the existence of such breach;
- C. The inability of Lessee to use said premises and facilities continuing for a period in excess of sixty (60) days due to any deficiency of the Airport or unsafe condition for operating at the Airport;
- D. The assumption by the United States Government, or any authorized agency thereof, of control of the Airport and facilities or any substantial part or parts thereof such that Lessee is unable to fulfill its obligation to provide regularly scheduled air transportation to and from the Airport.
- E. No waiver of default shall be construed to be or act as a waiver by Lessee of any subsequent default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by County.

16. CARE AND SURRENDER OF PREMISES. Upon the expiration or other termination of this Lease Agreement, Lessee's authority to use the premises, rights and facilities herein granted shall cease, and Lessee shall, upon such expiration or termination, promptly and in good condition, ordinary wear and tear excepted, surrender the same to the Airport. Except as otherwise provided in this article, all improvements, equipment and other property bought, installed, erected or placed by Lessee in, on, or about the Airport shall be deemed to be personal and shall remain the property of Lessee, and Lessee shall have the right at any time during the term of this lease and prior to thirty (30) days after its expiration or other termination to remove any or all of its property from Lessor; provided, Lessee is not in default in its payments to Lessor hereunder and subject further to Lessee's obligation to repair all damage, if any, resulting from such removal; and provided further, that if Lessee fails to remove any such structures, fixtures, equipment and other property, they may be removed by the Airport at Lessee's expense, or Lessor may, at its option, take title to these items or property in lieu of removal by or for Lessee.

17. ASSIGNMENT AND SUBLEASE. Lessee shall not assign this Lease Agreement or any part hereof in any manner whatsoever or sublet the premises or any part thereof or any of the privileges recited herein without the prior written consent of Lessor. However, Lessee shall have the right to assign all or any part of its rights and interests under this Lease Agreement to any Affiliated Lessee or to any successor to Lessee's business through merger, consolidation, voluntary sale, or transfer of substantially all of its assets, and the consent of Lessor thereto shall not be required, but due notice of any such assignment shall be given to the Airport Director within thirty (30) days after such assignment hereunder. No assignment, transfer, conveyance, sublease, or granting of a nonexclusive license by Lessee shall relieve Lessee of its responsibility for payment of rent and performance of all other obligations provided in this Lease Agreement, without specific written consent of Lessor to such relief. As used in this Section 17, "Affiliated Lessee" means (i) any wholly owned or majority-owned subsidiary of Lessee; (ii) any Lessee participating in a major marketing alliance with Lessee; or (iii) any Lessee having the same ultimate parent company as Lessee.

18. COMPLIANCE WITH LAW. Lessee shall not use the Airport or any part thereof, or knowingly permit the same to be used by any of its employees, officers, agents, invitees, or licensees, for any illegal purposes and shall, at all times during the term of this Lease Agreement, comply with all applicable ordinances, laws, and the Rules and Regulations and of any applicable rules and regulations of a city, county, or state government or state agency or of the U.S. Government, and of any political division or subdivision or agency, city, or commission thereof that may have jurisdiction to pass laws or ordinances or to make and enforce rules and regulations with respect to the uses hereunder. It is understood that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to Lessee.

19. NONDISCRIMINATION. Lessee, as part of the consideration hereof and as a covenant running with this Lease Agreement, hereby covenants and agrees that:

- A. Lessee shall provide services and shall use the premises in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally

Assisted Programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as such regulations may be amended.

B. No person on the grounds of race, color, national origin, sex, physical handicap, or other classification protected under federal or state law shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

C. No person on the grounds of race, color, national origin, sex, physical handicap, or other classification protected under federal or state law shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the construction of any improvements on, over, or under the Leased Premises and the furnishing of services thereon.

D. Lessee shall furnish its accommodations and/or services on a fair, equal, and not unjustly discriminatory basis to all users thereof, and it shall charge not unjustly discriminatory prices for each unit of service. Lessee assures Lessor that Lessee will undertake an affirmative action program as required by FAA Regulations, Title 14, Code of Federal Regulations, Part 152, Subpart E, entitled "Nondiscrimination in Airport Aid Programs," or otherwise approved by the FAA, to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, physical handicap, or other classification protected under federal or state law be excluded from participation in any employment activities covered in such Subpart E. Lessee further assures Lessor that no person shall be excluded on such grounds from participating in any employment activities covered in such Subpart E. Lessee further assures Lessor that it will require that its covered subcontractors provide assurances to Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their subcontractors, as required by Title 14, Code of Federal Regulations, Part 152, Subpart E, to the same effect.

E. Lessee covenants and agrees that no person shall be excluded from participation in, denied the benefits of, or otherwise discriminated against in the performance of this Lease Agreement on the grounds of race, color, national origin or sex, as provided in Part 23 of Title 49 of the Code of Federal Regulations entitled "Participation by Minority Business Enterprises in Department of Transportation Programs".

F. In the event of a breach by Lessee of any of the assurances or covenants in this Article 19 which are not cured by Lessee within ten (10) days after receipt of written notice from Lessor, Lessor shall have the right to terminate this Lease Agreement, and to reenter and repossess any leased facilities hereunder, and to hold the same as if this Lease Agreement had never been made or issued, but not without the express prior concurrence or direction of the U.S. Department of Transportation or the FAA following suitable review, if any, of such breach and affording Lessee a reasonable opportunity to rectify the same.

G. Lessee and Lessor agree to each fulfill its obligations for handicapped access as required by law. The parties, in assessing their responsibility, shall allocate the responsibilities pursuant to the regulations consistent with the allocation of responsibilities otherwise set forth in this Lease Agreement. In the event the parties

cannot agree as to their respective obligations pursuant to said regulation, the parties agree to seek the assistance of the FAA in interpreting and applying the applicable regulations.

20. NONINTERFERENCE WITH OPERATION OF THE AIRPORT. Lessee, by accepting this Lease Agreement, expressly agrees for itself, its successors, and assigns that it will not make use of the Leased Premises in any manner that might improperly interfere with the landing and taking off of aircraft at the Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, upon reasonable notice to Lessee and opportunity to cure, Lessor reserves the right to abate such interference as may be appropriate at the expense of Lessee.

21. SEVERABILITY. If one or more clauses, sections, or provisions of this Lease Agreement shall be held to be unlawful, invalid, or unenforceable, it is agreed that the remainder of the Agreement shall not be affected thereby.

22. QUIET ENJOYMENT. Lessee shall, upon payment of the rentals and fees herein required, and subject to performance and compliance by Lessee of the covenants, conditions, and agreements on the part of Lessee to be performed and complied with hereunder, peaceably have and enjoy the rights, uses, and privileges of the Airport, its appurtenance, and facilities as granted hereby and by the Rules and Regulations.

23. TAXES.

A. Lessee shall pay, but such payment shall not be considered part of Airport Revenue, all taxes (including any possessory interest tax), assessments, and charges of a like nature, if any, which at any time during the term of this Lease Agreement may be levied against Lessee or become a lien by virtue of any levy, assessment, or charge against Lessee by the federal government, the State of Texas, or, to the extent having competent jurisdiction, or any other tax assessment levying bodies, any municipal corporation, any local government entity, any government successor in authority to the foregoing, or any other tax or assessment levying bodies, in whole or in part, upon or in respect to any of the space leased under this Lease Agreement or such facilities of the Airport as are made available for use by Lessee hereunder, or upon or in respect to any personal property belonging to Lessee situated on the space leased under this Lease Agreement. Payment of such taxes, assessments, and charges, when and if levied or assessed, shall be made by Lessee directly to the taxing or assessing authority charged with collection thereof.

B. Lessee may, at its own expense, contest the amount or validity of any tax or assessment, or the inclusion of the space leased under this Lease Agreement as taxable or assessable property, directly against the taxing or assessing authority. Lessee shall indemnify Lessor from all taxes, penalties, costs, expenses, and attorneys' fees incurred by Lessor resulting directly or indirectly from all such tax contests.

C. On any termination of this Lease Agreement, all lawful taxes then levied or a lien upon any such property or taxable interest therein shall be paid in full by Lessee forthwith, or as soon as a statement thereof has been issued by the tax collector if termination occurs during the interval between attachment of the lien and issuance of a statement.

24. SUBORDINATION TO AGREEMENTS WITH THE U.S. GOVERNMENT. This Lease Agreement is subject and subordinate to the provisions of any agreements heretofore or hereafter made between Lessor and the United States, relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of federal rights or property to Lessor for Airport purposes, or to the expenditure of federal funds for the improvement or development of the Airport, including the expenditure of federal funds for the development of the Airport.

A. In the event that the FAA requires, as a condition precedent to the granting of funds for the improvement of the Airport, modifications or changes to this Lease Agreement, Lessee agrees to consent to such reasonable amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Lease Agreement as may be reasonably required to enable Lessor to obtain such grant of funds, provided that in no event shall such changes impair the rights of Lessee hereunder.

25. HOLDING OVER. If Lessee remains in possession of the Leased Premises after the expiration of this Lease Agreement without any written renewal thereof, such holding over shall not be deemed as a renewal or extension of this Lease Agreement, but shall create only a tenancy from month to month that may be terminated at any time by either party upon thirty (30) days written notice. Such holding over shall otherwise be upon the same terms and conditions as set forth in this Lease Agreement.

26. CONSENT NOT TO BE UNREASONABLY WITHHELD. Whenever consent or approval is required herein by either Lessor (including without limitation, by Airport Director), or Lessee, such consent or approval is not to be unreasonably withheld or delayed.

27. AUTHORITY OF AIRPORT DIRECTOR. All rights and obligations of Lessor under this Lease Agreement may be exercised by the Airport Director or designee, unless specifically provided otherwise or required by law.

28. AMENDMENTS. This Lease Agreement may be amended in whole or in part without further consideration upon mutual written consent of both parties.

29. EMPLOYEES OF LESSEE. Lessee shall require all of its employees, subcontractors, or independent contractors hired by Lessee working in view of the public and about the Terminal Building to wear clean and neat attire. Lessee will also require all of its employees servicing the public at the Airport to be polite, courteous, and helpful to the public.

30. LICENSES, FEES AND PERMITS. Lessee shall obtain and pay for all licenses, fees, permits, or other authorization or charges as required under federal, State, or local laws and regulations insofar as they are necessary to comply with the requirements of this Lease Agreement and the privileges extended hereunder.

31. PRUDENT OPERATOR. Lessor agrees to operate the Airport in a prudent manner consistent with its statutory obligations.

32. NATIONAL EMERGENCY. This Lease Agreement and all the provisions hereof shall be subject to whatever right the U.S. Government now has, or in the future may have or acquire, affecting

the control, operation, regulation, and taking over of said Airport or the exclusive or nonexclusive use of the Airport by the United States during the time of war or national emergency.

**33. REPRESENTATIONS AND WARRANTIES.** Lessor represents and warrants to Lessee that on the date hereof, the Leased Premises are in as-is condition and that all mechanical systems currently installed are operable. Lessee acknowledges that the condition of the water and sewer located within the Shell Space is unknown and may require substantial modifications to suit Lessee's needs. Nothing contained in this Lease Agreement shall be deemed to create the relationship of principal and agent or of partnership or joint venture or any relationship between Lessor and Lessee. This Lease Agreement and all disputes arising hereunder shall be governed by the laws of the State of Texas.

**34. NOTICES.** All notice required to be given to the Airport shall be given by certified mail as follows:

To the Jack Brooks Regional Airport at:

Attention: Airport Director

5000 Jerry Ware Drive

Beaumont, TX 77705

To Lessee at:

Attention: Robert Bilnoski

Golden Pass

333 Clay Street, Suite 801

Houston, TX 77002

or at such other place as either party may from time to time designate in writing to the other.

*(Signature Page Follows)*

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the day and year first above written.

LESSOR:

BY: \_\_\_\_\_

Jeff Branick

Jefferson County – County Judge

ATTEST:

BY: \_\_\_\_\_

Carolyn Guidry

Jefferson County – County Clerk

LESSEE:

BY: \_\_\_\_\_

Authorized Lessee Personnel

Robert J. Bilnoski

V.P. – Human Resources / Public Affairs

Golden Pass Products, LLC



**EXHIBIT "A"****RENTALS AND FEES**

For and in consideration of the rent and all covenants herein contained, Lessee agrees to pay to Lessor and Lessor agrees to accept from Lessee for the use of the facilities, rights, licenses, services and privileges granted hereunder, monthly rentals and fees as noted herein.

1. TERMINAL RENTALS: Effective upon substantial completion of the interior modifications, but no later than December 31, 2017 and for the term hereof, Lessee shall pay to Lessor the equivalent of \$8,240 per month for the following "Leased Premises":

A. For the exclusive use of 16,480 square feet of Terminal Shell Space; and

B. For the exclusive use of 55,900 square feet of Parking Lot located immediately adjacent to the east side of the Terminal called the East Wing, containing approximately 150 parking spaces and 6,600 square feet of vacant concrete located between the Terminal Shell Space and the Parking Lot made available by the Airport.

2. PAYMENT TERMS: Payment for the Leased Premises shall be made as follows:

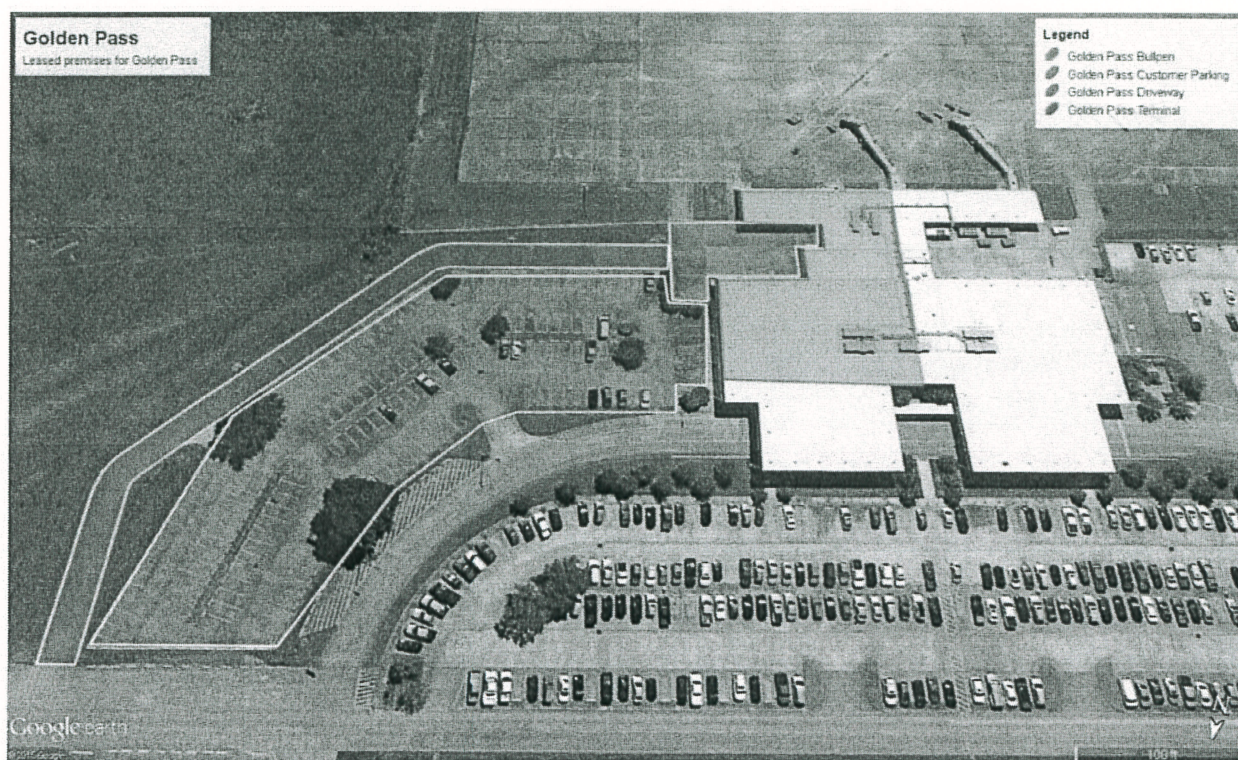
A. For the initial year of the Term of this Lease Agreement payment shall be made in advance at a rate of \$98,880 for the first twelve months of the Term;

B. For the second year of the Term of the Lease Agreement and any subsequent Extended Terms, payment may be made on an annual, quarterly or monthly basis, as elected by Lessee in their sole discretion no later than 14 days prior to the commencement of the second year of the Term or the Extended Term; and

C. Monthly rent is due and payable on the first day of each month. Fees and charges shall be paid within thirty (30) days from receipt of invoice.

## EXHIBIT "B"

## LEASED PREMISES



\*\*Note: Above diagram not to scale, for general informational purposes only.

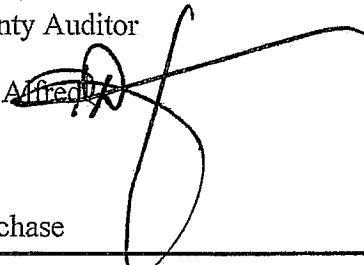


**EVERETTE "BO" ALFRED**  
 COUNTY COMMISSIONER  
 PRECINCT 4  
 P.O. Box 4025  
 Beaumont, Texas 77704-4025

**SHEDRICK D. EVANS**  
 Executive Assistant

**KENNETH MINKINS**  
 Superintendent  
 Precinct 4 - Service Center

## MEMO

To: Mr. Patrick Swain, County Auditor  
 From: Commissioner Everett Alfred   
 Date: March 16, 2016  
 RE: Replacement Truck Purchase

On February 5, 2016, Precinct 4 Unit # B-1, a 2011 Chevrolet Silverado, was rear-ended in an accident and was totaled out. Rick Management has been negotiating with Farmers Texas County Mutual Insurance Company (the insurance of the party responsible for the accident). The insurance has sent a quote of **\$21,275.75 as a settlement.**

We have gone out for bids on the specs of a vehicle replacement. At this time the cost of a replacement is **\$35,000.00**. I am asking the Court to transfer the remaining **\$14,000** from Laborers (114-0402-431.10-28) to Precinct # 4 Capital Trucks & Trailers (114-0409-431.60-42) so we can purchase this equipment. Please place this item on the Agenda for Monday, March 21, 2016.

Thank you.

EA/nr

**JEFFERSON COUNTY  
JUVENILE PROBATION DEPARTMENT**

**AUDIT REPORT**

**FOR THE YEAR ENDED AUGUST 31, 2015**

**GRANT TJJD-A-15-123  
GRANT TJJD-C-15-123  
GRANT TJJD-M-15-123  
GRANT TJJD-N-15-123**



**JEFFERSON COUNTY  
JUVENILE PROBATION DEPARTMENT  
TEXAS JUVENILE JUSTICE DEPARTMENT GRANT FUNDS  
REGULATORY BASIS**

**FOR THE YEAR ENDED AUGUST 31, 2015**

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

## INDEPENDENT AUDITORS' REPORT

Members of the Board  
 The Jefferson County Juvenile Board  
 Jefferson County, Texas

Members of the Board:

### **Report on the Financial Statements**

We have audited the accompanying financial statements of the Texas Juvenile Justice Department Grant Funds of Jefferson County Juvenile Probation Department (Department), which comprise the statement of revenues, expenditures and changes in fund balances – budget and actual-regulatory basis for the year ended August 31, 2015, and the related notes to the financial statements.

### ***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the financial reporting provisions of the Texas Juvenile Justice Department. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### ***Auditors' Responsibility***

Our responsibility is to express an opinion on these financial statements based on our audit and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

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

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

### ***Opinion***

In our opinion, the financial statements referred to above present fairly, in all material respects, the revenue earned and expenditures incurred compared to budgeted revenues and expenditures of the Department's Texas Juvenile Justice Department Grant funds for the year ended August 31, 2015, in accordance with the financial reporting provisions of the Texas Juvenile Justice Department as described in Note 1.

### ***Basis of Accounting***

We draw attention to Note 1 of the financial statements, which describes the basis of accounting. The financial statements are prepared on the basis of the financial reporting provision of the Texas Juvenile Justice Department, which is a basis of accounting other than accounting principles generally accepted in the United States of America, to comply with the requirements of the Texas Juvenile Justice Department. Our opinion is not modified with respect to that matter.

### ***Emphasis Matter***

As discussed in Note 1, the financial statement presents the results of operations of the Department's Texas Juvenile Justice Department Grant Funds only and is not intended to present fairly the results of operations of the County in conformity with accounting principles generally accepted in the United States of America.

### **Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued our report dated February 29, 2016, on our consideration of the Department's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Jefferson County's internal control over financial reporting and compliance.

***Restriction on Use***

This report is intended solely for the information and use of management, Jefferson County, others within Jefferson County Juvenile Probation Department and the Texas Juvenile Justice Department and is not intended to be and should not be used by anyone other than these specified parties.

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

Waco, Texas  
February 29, 2016

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## **FINANCIAL SECTION**

**JEFFERSON COUNTY JUVENILE PROBATION DEPARTMENT  
TEXAS JUVENILE JUSTICE DEPARTMENT GRANT FUNDS**

**STATEMENT OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCE BY CONTRACT  
BUDGET AND ACTUAL (REGULATORY BASIS)**

**FOR THE YEAR ENDED AUGUST 31, 2015**

A-2015-123			
	Budget	Actual	Variance Favorable (Unfavorable)
<b>REVENUE</b>			
TJJD funds	\$ 1,092,593	\$ 1,092,593	\$ -
Total Revenue	1,092,593	1,092,593	-
<b>EXPENDITURES</b>			
Salaries and fringe benefits	826,231	826,231	-
Travel	11,022	11,022	-
Operating Expenditures	7,127	7,127	-
Inter-County Contracts	88,150	88,144	6
External Contracts	160,063	160,069	( 6)
Total Expenditures	1,092,593	1,092,593	-
<b>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>			
	-	-	-
<b>FUND BALANCE, BEGINNING OF YEAR</b>			
	-	-	-
<b>FUND BALANCE, END OF YEAR</b>			
	\$ -	\$ -	\$ -
<b>ADDITIONAL INFORMATION:</b>			
Refunds paid to TJJD for the Period of Fiscal Year 2015:			
September 30, 2015			
			\$ -

**The accompanying notes are an integral part of these financial statements.**

C-2015-123			M-2015-123		
Budget	Actual	Variance Favorable (Unfavorable)	Budget	Actual	Variance Favorable (Unfavorable)
\$ 264,360	\$ 264,360	\$ -	\$ 54,703	\$ 54,703	\$ -
<u>264,360</u>	<u>264,360</u>	<u>-</u>	<u>54,703</u>	<u>54,703</u>	<u>-</u>
-	-	-	54,703	54,703	-
-	-	-	-	-	-
-	-	-	-	-	-
129,498	129,498	-	-	-	-
<u>134,862</u>	<u>134,862</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>264,360</u>	<u>264,360</u>	<u>-</u>	<u>54,703</u>	<u>54,703</u>	<u>-</u>
-	-	-	-	-	-
<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
\$ <u>-</u>	\$ <u>-</u>	\$ <u>-</u>	\$ <u>-</u>	\$ <u>-</u>	\$ <u>-</u>
		\$ <u>-</u>			\$ <u>-</u>

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**JEFFERSON COUNTY JUVENILE PROBATION DEPARTMENT  
TEXAS JUVENILE JUSTICE DEPARTMENT GRANT FUNDS**

**STATEMENT OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCE BY CONTRACT  
BUDGET AND ACTUAL (REGULATORY BASIS)**

**FOR THE YEAR ENDED AUGUST 31, 2015**

	N-2015-123		
	Budget	Actual	Variance Favorable (Unfavorable)
REVENUE			
TJJD funds	\$ 135,945	\$ 135,945	\$ -
Total Revenue	135,945	135,945	-
EXPENDITURES			
Salaries and fringe benefits	72,733	72,733	-
Travel	967	967	-
Operating Expenditures	2,478	2,478	-
Inter-County Contracts	15,096	15,096	-
External Contracts	44,671	44,671	-
Total Expenditures	135,945	135,945	-
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	-	-	-
FUND BALANCE, BEGINNING OF YEAR	-	-	-
FUND BALANCE, END OF YEAR	\$ -	\$ -	\$ -
ADDITIONAL INFORMATION:			
Refunds paid to TJJD for the Period of Fiscal Year 2015:			
September 30, 2015			\$ 2,522

**The accompanying notes are an integral part of these financial statements.**

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**JEFFERSON COUNTY  
JUVENILE PROBATION DEPARTMENT  
TEXAS JUVENILE JUSTICE DEPARTMENT GRANT FUNDS**

**NOTES TO FINANCIAL STATEMENTS**

**FOR THE YEAR ENDED AUGUST 31, 2015**

**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Entity**

The Texas Juvenile Justice Department Grant Funds of Jefferson County (the “Funds”) were established to account for juvenile probation services funded by the Texas Juvenile Justice Department (TJJD) in Jefferson County, Texas.

The Funds provide separate accountability as required under the State Financial Assistance Contract, by TJJD. The Funds are used to account for each separate program, matching funds and all related expenditures incurred.

**Basis of Accounting**

The financial statements were prepared in conformity with the accounting practices prescribed by TJJD, which prescribes policies and procedures for county probation departments, which is a comprehensive basis of accounting other than generally accepted accounting principles. These accounting practices include the following:

- The financial statements are reported using the accrual basis of accounting. Revenues are recorded when all eligibility requirements have been met and expenditures are recorded when incurred.
- The accompanying financial statements do not represent financial statements prepared in accordance with provisions for governmental funds as prescribed by the Governmental Accounting Standards Board.
- The accompanying financial statements are prepared in a format to facilitate uniform financial reporting by county probation departments.

## 2. RECONCILIATION OF INTEREST EARNED

Idle funds were maintained in an interest bearing account. The reconciliation of interest earned on funds received from TJJD is as follows:

	Interest Earned TJJD Funds Fiscal Year 2015	Interest Earned Title IV-E Funds Fiscal Year 2015	Total Interest
Beginning balance, September 1, 2014	\$ 55,895	\$ 248,857	\$ 304,752
Interest earned on funds received from TJJD in the period of September 1, 2014 - August 31, 2015	<u>3,065</u>	<u>2,481</u>	<u>5,546</u>
Total interest at August 31, 2015	<u>58,960</u>	<u>251,338</u>	<u>310,298</u>
Minus interest expenditures in FY 2015	<u>-</u>	<u>-</u>	<u>-</u>
Ending balance, August 31, 2015	<u>\$ 58,960</u>	<u>\$ 251,338</u>	<u>\$ 310,298</u>

## 3. OPERATING COSTS FOR A SECURE JUVENILE FACILITY OPERATED BY JEFFERSON COUNTY

The Department operates one secure juvenile facility – a pre-adjudication facility. The schedule of expenditures for each facility is as follows:

Operating Costs  
Jefferson County Pre-Adjudication Juvenile Facility  
For the Year Ended August 31, 2015

	TJJD Funding	Local Funding	Total
Salary related expenses	\$ -	\$ 1,472,447	\$ 1,472,447
Student related expenses	-	233,087	233,087
Facility expenses	<u>-</u>	<u>78,340</u>	<u>78,340</u>
Total Operating Expenditures	<u>\$ -</u>	<u>\$ 1,783,874</u>	<u>\$ 1,783,874</u>

## 4. FEDERAL FINANCIAL ASSISTANCE

The Texas Juvenile Justice Department administers, along with the Texas Department of Family and Protective Services, the Title IV-E Program (CFDA 93.658). TJJD disburses funds to Jefferson County Juvenile Probation Department on a cost reimbursement basis. The Department did not receive any Title IV-E funds during fiscal year 2015.

## 5. FINANCIAL MATCH REQUIREMENTS

To receive Texas Juvenile Department state funds, the juvenile probation departments are required to certify that the amount of local or county funds expended for juvenile services is at least equal to or greater than the amount spent in the 2006 county fiscal year excluding construction and capital outlay expenses. A confirmation of local funds for the year ending August 31, 2015 is required and presented below:

### Local Funding Expended (less construction and capital outlay)

FY 2015	\$ 3,984,354
FY 2006	3,010,649

The Juvenile Probation Department certified the financial match requirements were fulfilled in FY 2015.

## 6. STATE FINANCIAL ASSISTANCE

The Texas Juvenile Justice Department provided the County the following funds for the JJAEP Juvenile Reimbursement Grant funds. A confirmation of revenue receipted in the year ending August 31, 2015 is required and presented below.

<u>Contract Number</u>	<u>Amount Received (Cash Basis) August 31, 2015</u>
P-15-123	\$24,779

## 7. OTHER

In accordance with TJJD's reporting guidelines, Inter-County contract expenditures should include contract services with another Texas County or Juvenile Probation Department to provide juvenile probation services, while external contracts should include expenditures for contracted services with a private service provider. During the current year, expenditures reported to TJJD were not allocated in accordance with the requirements above, but were allowable expenditures in accordance with the contract. The actual amounts have been properly classified in these financial statements.

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## **COMPLIANCE SECTION**

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

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

Members of the Board  
 The Jefferson County Juvenile Board  
 Jefferson County, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Texas Juvenile Justice Department Grant Funds of Jefferson County Juvenile Probation Department, and have issued our report thereon dated February 29, 2016.

**Internal Control Over Financial Reporting**

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

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

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

### **Compliance and Other Matters**

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

### **Purpose of this Report**

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

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

Waco, Texas  
February 29, 2016

**JEFFERSON COUNTY  
JUVENILE PROBATION DEPARTMENT  
TEXAS JUVENILE JUSTICE DEPARTMENT GRANT FUNDS**

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS**

**FOR THE YEAR ENDED AUGUST 31, 2015**

There were no findings or questioned costs in the current year.

**JEFFERSON COUNTY  
JUVENILE PROBATION DEPARTMENT  
TEXAS JUVENILE JUSTICE DEPARTMENT GRANT FUNDS**

**SCHEDULE OF PRIOR YEAR FINDINGS AND QUESTIONED COSTS**

**FOR THE YEAR ENDED AUGUST 31, 2015**

There were no findings or questioned costs in the prior year.

PGM: GMCOMMV2	DATE 03-14-2016		PAGE: 1 172
NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
TRI-CITY COFFEE SERVICE	230.11	418398	230.11**
ROAD & BRIDGE PCT.#1			
CARQUEST AUTO PARTS # 96	151.93	418312	
HYDRAULIC & AIR REPAIR	480.96	418339	
MUNRO'S	29.65	418357	
SOUTHEAST TEXAS WATER	28.00	418380	
STAR GRAPHICS SHARP	19.41	418387	
UNITED STATES POSTAL SERVICE	.49	418432	
REPUBLIC SERVICES	45.00	418553	
MANNING'S OFFICE SOLUTIONS LLC	568.00	418559	1,323.44**
ROAD & BRIDGE PCT.#2			
CITY OF NEDERLAND	122.57	418317	
ENTERGY	550.84	418331	
MUNRO'S	18.45	418357	
RITTER @ HOME	159.49	418369	
SMART'S TRUCK & TRAILER, INC.	30.71	418376	
STAR GRAPHICS SHARP	24.96	418387	
TRI-CON, INC.	1,663.26	418397	
ACORN STEEL	43.00	418413	
BUMPER TO BUMPER	8.38	418455	
INTERSTATE ALL BATTERY CENTER - BMT	384.85	418487	
REPUBLIC SERVICES	72.60	418553	3,079.11**
ROAD & BRIDGE PCT. # 3			
ENTERGY	289.88	418331	
OFFICE DEPOT	292.77	418361	
STAR GRAPHICS SHARP	38.82	418387	621.47**
ROAD & BRIDGE PCT.#4			
ABLE FASTENER, INC.	62.50	418294	
ENTERGY	13.44	418331	
M&D SUPPLY	71.18	418349	
MUNRO'S	64.02	418357	
STAR GRAPHICS SHARP	63.73	418387	
WAUKESHA-PEARCE IND., INC.	199.40	418402	
SHI GOVERNMENT SOLUTIONS, INC.	656.40	418436	
PCM-G	2,190.00	418485	
INTERSTATE ALL BATTERY CENTER - BMT	113.95	418487	
ON TIME TIRE	518.99	418509	
ASCO	5,532.29	418515	
SCHEAFFER MFG CO	2,808.42	418519	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	152.68	418527	
MARTIN MARIEETA MATERIALS	297.36	418546	
REPUBLIC SERVICES	72.60	418553	
HARRY GUILLORY	9.19	418560	12,826.15**
ENGINEERING FUND			
STAR GRAPHICS SHARP	127.84	418387	127.84**
PARKS & RECREATION			
CITY OF PORT ARTHUR - WATER DEPT.	49.16	418315	
M&D SUPPLY	51.55	418349	
AT&T	29.07	418382	129.78**
GENERAL FUND			
TAX OFFICE			
OFFICE DEPOT	230.23	418361	
SOUTHEAST TEXAS WATER	246.00	418380	
AT&T	103.77	418382	
STAR GRAPHICS SHARP	102.60	418387	
UNITED STATES POSTAL SERVICE	1,018.66	418432	

PGM: GMCOMMV2	DATE 03-14-2016	PAGE: 2
NAME	AMOUNT	CHECK NO. TOTAL
UNITED STATES POSTAL SERVICE	22.51	418433
US POSTAL SERVICE	1,224.00	418438
COUNTY HUMAN RESOURCES		2,947.77*
BEAUMONT FAMILY PRACTICE ASSOC.	25.00	418309
MOORMAN & ASSOCIATES, INC.	300.00	418356
SOCIETY FOR HUMAN RESOURCE	190.00	418378
SETHRA	195.00	418379
STAR GRAPHICS SHARP	19.41	418387
PRE CHECK, INC.	243.75	418422
UNITED STATES POSTAL SERVICE	1.66	418432
AUDITOR'S OFFICE		974.82*
GOVERNMENT FINANCE OFFICERS ASSOC.	580.00	418301
STAR GRAPHICS SHARP	19.41	418387
UNITED STATES POSTAL SERVICE	6.80	418432
COUNTY CLERK		606.21*
KIRKSEY'S SPRINT PRINTING	3.00	418346
OFFICE DEPOT	44.91	418361
STAR GRAPHICS SHARP	291.99	418387
UNITED STATES POSTAL SERVICE	263.69	418432
UNITED STATES POSTAL SERVICE	55.79	418433
COUNTY JUDGE		659.38*
OFFICE DEPOT	78.99	418361
STAR GRAPHICS SHARP	19.41	418387
UNITED STATES POSTAL SERVICE	13.17	418432
JEFF R BRANICK	146.84	418467
FRED JACKSON	122.80	418476
RISK MANAGEMENT		381.21*
STAR GRAPHICS SHARP	19.41	418387
UNITED STATES POSTAL SERVICE	2.91	418432
COUNTY TREASURER		22.32*
STAR GRAPHICS SHARP	92.04	418387
UNITED STATES POSTAL SERVICE	230.98	418432
LEXISNEXIS- ACCURINT	115.00	418491
PRINTING DEPARTMENT		438.02*
OLMSTED-KIRK PAPER	385.04	418362
STAR GRAPHICS COPIERS, INC.	568.72	418383
STAR GRAPHICS SHARP	333.16	418387
TRIANGLE BLUE PRINT CO., INC.	15.00	418396
CIT TECHNOLOGY FINANCING SERVICE	938.46	418475
PURCHASING DEPARTMENT		2,240.38*
OFFICE DEPOT	53.49	418361
STAR GRAPHICS SHARP	19.41	418387
UNITED STATES POSTAL SERVICE	14.33	418432
JEFFERSON COUNTY CREDIT CARDS	256.00	418499
GENERAL SERVICES		343.23*
B&L MAIL PRESORT SERVICE	2,136.90	418304
COASTAL SOIL CONSERVATION DISTRICT	2,500.00	418319
CASH ADVANCE ACCOUNT	30.00	418343
OLMSTED-KIRK PAPER	2,340.00	418362
TEXAS WILDLIFE DAMAGE MGMT FUND	2,700.00	418394
TRI-CITY COFFEE SERVICE	86.20	418398
INTERFACE EAP	1,702.80	418407
TEXAS COFFEE COMPANY	104.46	418417
VERIZON WIRELESS	343.14	418426
TOWER COMMUNICATIONS, INC.	2,435.00	418430

PGM: GMCOMMV2	DATE 03-14-2016	PAGE: 3 174 TOTAL
NAME	AMOUNT	CHECK NO.
DYNAMEX INC	186.60	418524
COLIN'S KITCHEN LLC	75.65	418549
		14,640.75*
DATA PROCESSING		
GUARDIAN FORCE	36.00	418296
DAVID A. DOMINGUEZ	713.95	418321
STAR GRAPHICS SHARP	19.41	418387
CDW COMPUTER CENTERS, INC.	1,298.57	418419
LEXISNEXIS- ACCURINT	115.00	418491
JEFFERSON COUNTY CREDIT CARDS	54.00	418499
		2,236.93*
VOTERS REGISTRATION DEPT		
STAR GRAPHICS SHARP	19.41	418387
UNITED STATES POSTAL SERVICE	538.22	418432
		557.63*
ELECTIONS DEPARTMENT		
HART INTER CIVIC	3,089.45	418335
OFFICE DEPOT	54.45	418361
STAR GRAPHICS SHARP	75.34	418387
CUMULUS BROADCASTING, INC.	3,083.00	418421
CALVARY BAPTIST CHURCH	300.00	418453
AT&T MOBILITY	5,329.56	418551
PV RENTALS LLC	820.97	418555
		12,752.77*
DISTRICT ATTORNEY		
FED EX	20.15	418327
EDWARD B. GRIPON, M.D., P.A.	1,745.00	418330
CASH ADVANCE ACCOUNT	205.00	418343
NELL MCCALLUM & ASSOC., INC.	73.00	418350
JOHN NELSON	201.22	418358
OFFICE DEPOT	2,344.79	418361
STAR GRAPHICS SHARP	133.11	418387
TDCAA BOOK ORDERS	39.00	418389
RENE MULHOLLAND	264.00	418400
UNITED STATES POSTAL SERVICE	332.84	418432
UNITED STATES POSTAL SERVICE	4.25	418433
CHILD ABUSE & FORENSIC SERVICES	250.00	418440
KIMBERLY R. BROUSSARD	61.75	418479
LEXISNEXIS- ACCURINT	345.00	418491
JEFFERSON COUNTY CREDIT CARDS	44.00	418499
REALTIME REPORTING SERVICES INC.	284.50	418501
HEALTHPORT	20.08	418522
TRANSUNION RISK AND ALTERNATIVE	111.25	418538
HIGGINBOTHAM INSURANCE AGENCY INC	71.00	418539
CHRISTIE BEAUGH MS LPC LLC	300.00	418562
		6,849.94*
DISTRICT CLERK		
ART SIGNS & DECALS	140.00	418303
STAR GRAPHICS SHARP	19.41	418387
UNITED STATES POSTAL SERVICE	329.53	418432
US POSTAL SERVICE	1,224.00	418437
CONFIRMDELIVERY.COM INC	73.04	418484
		1,785.98*
CRIMINAL DISTRICT COURT		
TODD W. LEBLANC	800.00	418297
DAVID W BARLOW	4,375.00	418307
THOMAS J. BURBANK, P.C.	1,593.75	418311
DONALD W. DUESLER & ASSOC.	8,750.00	418323
LEAH HAYES	135.80	418336
MARSHA NORMAND	8,750.00	418359
BRUCE N. SMITH	900.00	418377
STAR GRAPHICS SHARP	122.48	418387
RENE MULHOLLAND	776.00	418400
KEVIN S. LAINE	1,593.75	418412
JOEL WEBB VAZQUEZ	900.00	418454
JOHN STEVENS JR	60.00	418468
MATUSKA LAW FIRM	3,350.00	418529
		32,106.78*
58TH DISTRICT COURT		

PGM: GMCOMMV2	DATE 03-14-2016	AMOUNT	CHECK NO.	PAGE: 4 175 TOTAL
NAME				
STAR GRAPHICS SHARP	19.41	418387		
UNITED STATES POSTAL SERVICE	20.30	418432		
LEXIS-NEXIS	55.00	418434		
60TH DISTRICT COURT				94.71*
STAR GRAPHICS SHARP	19.41	418387		
136TH DISTRICT COURT				19.41*
STAR GRAPHICS SHARP	19.41	418387		
UNITED STATES POSTAL SERVICE	1.25	418432		
172ND DISTRICT COURT				20.66*
STAR GRAPHICS SHARP	19.41	418387		
252ND DISTRICT COURT				19.41*
DAVID W BARLOW	4,375.00	418307		
THOMAS J. BURBANK, P.C.	800.00	418311		
STAR GRAPHICS SHARP	19.41	418387		
MIKE VAN ZANDT	8,750.00	418399		
BRACK JONES JR.	1,550.00	418409		
BRACK JONES JR.	5,833.33	418410		
CDW COMPUTER CENTERS, INC.	782.57	418419		
UNITED STATES POSTAL SERVICE	169.59	418432		
LEXIS-NEXIS	56.00	418434		
RYAN GERTZ	15,752.72	418492		
ALLEN PARKER	5,833.33	418493		
DUSTIN R. GALMOR	10,500.00	418500		
C. HADEN CRIBBS JR., PC	3,270.00	418507		
SAMUEL & SON LAW FIRM PLLC	5,833.33	418536		
279TH DISTRICT COURT				63,525.28*
DAVID GROVE	75.00	418300		
OFFICE DEPOT	21.42	418361		
MARVA PROVO	650.00	418367		
ANITA F. PROVO	300.00	418368		
KEVIN PAULA SEKALY PC	325.00	418372		
STAR GRAPHICS SHARP	19.41	418387		
UNITED STATES POSTAL SERVICE	.42	418432		
LEXIS-NEXIS	56.00	418434		
LANGSTON ADAMS	75.00	418444		
KIMBERLY PHELAN, P.C.	150.00	418463		
P DEAN BRINKLEY	75.00	418498		
WILLIAM FORD DISHMAN	75.00	418523		
MATUSKA LAW FIRM	475.00	418529		
TARA SHELANDER	150.00	418531		
GORDON D FRIESZ	150.00	418547		
317TH DISTRICT COURT				2,597.25*
STAR GRAPHICS SHARP	19.41	418387		
LEXIS-NEXIS	56.00	418434		
JUDY PAASCH	2,323.90	418456		
JUSTICE COURT-PCT 1 PL 1				2,399.31*
STAR GRAPHICS SHARP	24.96	418387		
UNITED STATES POSTAL SERVICE	31.12	418432		
LEXISNEXIS- ACCURINT	115.00	418491		
JUSTICE COURT-PCT 1 PL 2				171.08*
STAR GRAPHICS SHARP	19.41	418387		
LEXISNEXIS- ACCURINT	115.00	418491		
JUSTICE COURT-PCT 2				134.41*
LEXISNEXIS- ACCURINT	115.00	418491		
JUSTICE COURT-PCT 4				115.00*

PGM: GMCOMMV2	DATE 03-14-2016	AMOUNT	CHECK NO.	PAGE: 5 176 TOTAL
NAME				
OFFICE DEPOT	59.49	418361		
STAR GRAPHICS SHARP	24.96	418387		
LEXISNEXIS- ACCURINT	115.00	418491		199.45*
JUSTICE COURT-PCT 6				
STAR GRAPHICS SHARP	19.41	418387		
UNITED STATES POSTAL SERVICE	39.45	418432		
LEXISNEXIS- ACCURINT	115.00	418491		173.86*
JUSTICE COURT-PCT 7				
LEXISNEXIS- ACCURINT	115.00	418491		
HIGGINBOTHAM INSURANCE AGENCY INC	71.00	418539		186.00*
JUSTICE OF PEACE PCT. 8				
STAR GRAPHICS SHARP	19.41	418387		
UNITED STATES POSTAL SERVICE	179.30	418433		
LEXISNEXIS- ACCURINT	115.00	418491		313.71*
COUNTY COURT AT LAW NO.1				
STAR GRAPHICS SHARP	68.20	418387		
UNITED STATES POSTAL SERVICE	.83	418432		
EFFIE KEFFER	249.95	418561		318.98*
COUNTY COURT AT LAW NO. 2				
EDWARD B. GRIPON, M.D., P.A.	1,190.00	418330		
STAR GRAPHICS SHARP	19.41	418387		
UNITED STATES POSTAL SERVICE	7.49	418432		
LANGSTON ADAMS	250.00	418444		
JOEL WEBB VAZQUEZ	250.00	418454		
LAURIE PEROZZO	250.00	418489		
JEFFERSON COUNTY CREDIT CARDS	60.00	418499		
SAMUEL & SON LAW FIRM PLLC	250.00	418535		
THE CEDILLO LAW FIRM	250.00	418543		2,526.90*
COUNTY COURT AT LAW NO. 3				
STAR GRAPHICS SHARP	19.41	418387		
UNITED STATES POSTAL SERVICE	9.71	418432		
THE CEDILLO LAW FIRM	300.00	418543		329.12*
COURT MASTER				
LEGAL DIRECTORIES PUB. CO.	84.50	418347		
STAR GRAPHICS SHARP	19.41	418387		
UNITED STATES POSTAL SERVICE	2.50	418432		
LEXIS-NEXIS	56.00	418434		162.41*
MEDIATION CENTER				
SOUTHEAST TEXAS WATER	36.75	418380		
STAR GRAPHICS SHARP	19.41	418387		
TRI-CITY COFFEE SERVICE	27.65	418398		
UNITED STATES POSTAL SERVICE	5.41	418432		89.22*
COMMUNITY SUPERVISION				
STAR GRAPHICS SHARP	77.64	418387		77.64*
SHERIFF'S DEPARTMENT				
CITY OF NEDERLAND	25.56	418317		
ENTERGY	898.07	418331		
JEFFERSON CTY. SHERIFF'S DEPARTMENT	368.00	418341		
KAY ELECTRONICS, INC.	930.00	418344		
MEDLINE INDUSTRIES, INC.	23.91	418353		
MOORMAN & ASSOCIATES, INC.	1,200.00	418356		
OFFICE DEPOT	96.07	418361		
AT&T	31.95	418382		

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NAME	AMOUNT	CHECK NO. TOTAL
STAR GRAPHICS SHARP	202.43	418387
TTPOA	600.00	418392
COASTAL SPRINKLER COMPANY	21.00	418414
KEESHA GUILLORY	300.00	418415
UNITED STATES POSTAL SERVICE	1,461.53	418432
BEAUMONT OCCUPATIONAL SERVICE, INC.	230.65	418439
FIVE STAR FEED	144.65	418447
STANLEY SHIPPER	49.95	418448
CALDWELL COUNTRY CHEVROLET	34,020.00	418460
MARCUS MCLELLAN	19.95	418472
CHIEF SUPPLY	67.48	418495
JEFFERSON COUNTY CREDIT CARDS	381.21	418499
RITA HURT	550.00	418506
TRANSUNION RISK AND ALTERNATIVE	476.00	418538
LONE STAR UNIFORMS	39.99	418550
REPUBLIC SERVICES	45.00	418553
		42,183.40*
CRIME LABORATORY		
GUARDIAN FORCE	153.00	418296
ALLOMETRICS INC.	1,025.00	418299
FISHER SCIENTIFIC	68.78	418328
OFFICE DEPOT	117.11	418361
SANITARY SUPPLY, INC.	18.61	418370
SOUTHEAST TEXAS WATER	79.90	418380
STAR GRAPHICS SHARP	24.96	418387
AIRGAS SOUTHWEST	51.92	418474
MYSTAIRE INC	2,444.35	418508
GENERAL LABORATORY SUPPLY	100.53	418514
JULIE HANNON	15.00	418517
CALIBRATE INC	518.00	418541
KING'S MICROSCOPE SERVICE	665.00	418542
		5,282.16*
JAIL - NO. 2		
HILO / O'REILLY AUTO PARTS	88.94	418295
BOB BARKER CO., INC.	1,452.84	418306
CITY OF BEAUMONT - WATER DEPT.	16.00	418314
ENTERGY	265.35	418331
HERNANDEZ OFFICE SUPPLY, INC.	137.28	418337
HERTZ CORPORATION	128.99	418338
JACK BROOKS REGIONAL AIRPORT	2,062.35	418342
M&D SUPPLY	69.93	418349
MOORE SUPPLY, INC.	24.91	418355
OFFICE DEPOT	981.22	418361
OVERHEAD DOOR CO.	270.00	418363
PETTY CASH - SHERIFF'S OFFICE	312.00	418364
SANITARY SUPPLY, INC.	1,278.19	418370
SHERWIN-WILLIAMS	97.04	418375
STAR GRAPHICS SHARP	374.38	418387
SUTHERLAND LUMBER CO.	339.81	418388
WHOLESALE ELECTRIC SUPPLY CO.	53.10	418404
ORANGE COUNTY ASSOCIATION FOR	400.00	418406
CUMMINS SOUTHERN PLAINS	960.00	418418
CDW COMPUTER CENTERS, INC.	118.37	418419
LOWE'S HOME CENTERS, INC.	7.57	418442
INTERCONTINENTAL JET CORP	145.00	418457
BELT SOURCE	43.96	418465
WORLD FUEL SERVICES	1,746.39	418490
FIVE STAR CORRECTIONAL SERVICE	32,779.77	418496
SURVEILLANCE VIDEO.COM	447.97	418504
AI FILTER SERVICE COMPANY	588.00	418505
TROOP INDUSTRIAL	327.58	418512
SUMMIT ELECTRIC SUPPLY	81.90	418513
MATERA PAPER COMPANY INC	3,548.19	418516
KROPP HOLDINGS INC	1,099.75	418520
LONE STAR UNIFORMS	139.30	418550
REPUBLIC SERVICES	5,190.00	418553
PHONELADY	440.91	418558
		56,016.99*
JUVENILE PROBATION DEPT.		
STAR GRAPHICS SHARP	38.82	418387

PGM: GMCOMMV2	DATE 03-14-2016	PAGE: 7
NAME	AMOUNT	CHECK NO. TOTAL
CHERYL TARVER	75.60	418405
UNITED STATES POSTAL SERVICE	29.77	418432
LATASHA DILL	95.58	418462
RASHUNDA FLETCHER	135.54	418477
DURWARD MINOR	158.76	418521
ROXANA MITCHELL	319.68	418545
CLINEECIA TROTTY	185.76	418548
KAREN RIGGS	123.66	418552
JUVENILE DETENTION HOME		1,163.17*
EPS	995.42	418324
ENTERGY	5,180.59	418331
AT&T	685.47	418382
STAR GRAPHICS SHARP	63.73	418387
OAK FARM DAIRY	411.84	418411
FLOWERS FOODS	81.48	418450
AI FILTER SERVICE COMPANY	183.79	418505
EXCEL MEDICAL WASTE LLC	119.70	418544
REPUBLIC SERVICES	455.00	418553
CONSTABLE PCT 1		8,177.02*
OFFICE DEPOT	194.88	418361
STAR GRAPHICS SHARP	89.62	418387
CDW COMPUTER CENTERS, INC.	2,659.51	418419
UNITED STATES POSTAL SERVICE	82.80	418432
LEXISNEXIS- ACCURINT	115.00	418491
CONSTABLE-PCT 2		3,141.81*
LEXISNEXIS- ACCURINT	115.00	418491
CONSTABLE-PCT 4		115.00*
STAR GRAPHICS SHARP	19.41	418387
DISH NETWORK	51.51	418470
TRANSUNION RISK AND ALTERNATIVE	70.00	418538
CONSTABLE-PCT 6		140.92*
FAST SIGNS, INC.	1,100.00	418326
STAR GRAPHICS SHARP	19.41	418387
UNITED STATES POSTAL SERVICE	9.61	418432
LEXISNEXIS- ACCURINT	115.00	418491
INDEPENDENT STATIONERS	66.93	418502
CONSTABLE PCT. 8		1,310.95*
STAR GRAPHICS SHARP	89.56	418387
COUNTY MORGUE		89.56*
BJ TRANSPORT SERVICE, INC.	8,250.00	418305
AGRICULTURE EXTENSION SVC		8,250.00*
STAR GRAPHICS SHARP	55.47	418387
UNITED STATES POSTAL SERVICE	14.56	418432
HEALTH AND WELFARE NO. 1		70.03*
CLAYBAR FUNERAL HOME, INC.	1,998.00	418318
MERCY FUNERAL HOME	1,750.00	418354
OFFICE DEPOT	31.97	418361
PETTY CASH - N C WELFARE	126.74	418365
STAR GRAPHICS SHARP	103.29	418387
AUSTIN CECIL WALKES MD PA	2,932.58	418401
UNITED STATES POSTAL SERVICE	77.96	418432
HEB CREDIT RECEIVABLES DEPT 308	29.84	418466
INDIGENT HEALTHCARE SOLUTIONS LTD	60.00	418483
LEXISNEXIS- ACCURINT	115.00	418491
PROCTOR'S MORTUARY INC	1,100.00	418494

PGM: GMCOMMV2	DATE 03-14-2016	PAGE: 8
NAME	AMOUNT	CHECK NO. TOTAL
EXCEL MEDICAL WASTE LLC	140.00	418544
HEALTH AND WELFARE NO. 2		8,465.38*
CITY OF PORT ARTHUR - WATER DEPT.	85.20	418316
O.W. COLLINS APARTMENTS	313.68	418320
ENTERGY	147.30	418334
STAR GRAPHICS SHARP	38.82	418387
AUSTIN CECIL WALKES MD PA	2,932.58	418401
MCKESSON MEDICAL-SURGICAL INC	28.80	418420
UNITED STATES POSTAL SERVICE	297.49	418433
INDIGENT HEALTHCARE SOLUTIONS LTD	60.00	418483
LEXISNEXIS- ACCURINT	115.00	418491
EXCEL MEDICAL WASTE LLC	39.90	418544
NURSE PRACTITIONER		4,058.77*
STAR GRAPHICS SHARP	19.41	418387
EXCEL MEDICAL WASTE LLC	79.80	418544
CHILD WELFARE UNIT		99.21*
PUBLICDATA.COM.AI	500.00	418435
SEARS COMMERICAL CREDIT	299.29	418441
ENVIRONMENTAL CONTROL		799.29*
STAR GRAPHICS SHARP	89.62	418387
INDIGENT MEDICAL SERVICES		89.62*
CARDINAL HEALTH 110 INC	8,659.17	418518
DANA JOHNSON	600.00	418537
MAINTENANCE-BEAUMONT		9,259.17*
CINTAS, INC.	573.01	418313
ECOLAB	209.95	418325
ENTERGY	5,365.64	418331
M&D SUPPLY	32.85	418349
MCCOWN PAINT & SUPPLY OF TEXAS	508.23	418351
MOORE SUPPLY, INC.	32.17	418355
AT&T	991.74	418382
STAR GRAPHICS SHARP	19.41	418387
CENTERPOINT ENERGY RESOURCES CORP	4,413.05	418458
BELT SOURCE	50.31	418465
REPUBLIC SERVICES	1,365.00	418553
MAINTENANCE-PORT ARTHUR		13,561.36*
DRAGO HARDWARE CO.	49.71	418322
STAR GRAPHICS SHARP	38.82	418387
HOWARD'S AUTO SUPPLY	21.74	418416
LOWE'S HOME CENTERS, INC.	106.12	418442
BAKER DISTRIBUTING COMPANY	47.38	418449
PARKER LUMBER	582.50	418497
MAINTENANCE-MID COUNTY		846.27*
CITY OF NEDERLAND	25.56	418317
ENTERGY	2,056.77	418331
ACE IMAGEWEAR	58.23	418374
AT&T	693.49	418382
STAR GRAPHICS SHARP	19.41	418387
W. JEFFERSON COUNTY M.W.D.	26.13	418403
REPUBLIC SERVICES	109.00	418553
SERVICE CENTER		2,988.59*
ACTION AUTO GLASS	39.95	418298
BAXTER OIL SERVICE, INC.	110.00	418308
INTERSTATE BATTERIES OF BEAUMONT/PA	302.85	418340
KINSEL FORD, INC.	469.28	418345

PGM: GMCOMMV2	DATE 03-14-2016	PAGE: 9
NAME	AMOUNT	CHECK NO. TOTAL
M&D SUPPLY	14.80	418349
MUNRO'S	31.95	418357
OFFICE DEPOT	50.07	418361
OVERHEAD DOOR CO.	529.00	418363
PHILPOTT MOTORS, INC.	222.40	418366
SEALS AUTOMATIC TRANSMISSION	227.85	418371
STAR GRAPHICS SHARP	19.41	418387
TRI-CON, INC.	1,652.98	418397
S.E. TEXAS AUTO EQUIPMENT	467.71	418408
JEFFERSON CTY. TAX OFFICE	16.75	418423
JEFFERSON CTY. TAX OFFICE	7.50	418424
JEFFERSON CTY. TAX OFFICE	7.50	418425
VOYAGER FLEET SYSTEM, INC.	14,272.86	418446
BUMPER TO BUMPER	408.90	418455
ROBERT'S TEXACO XPRESS LUBE	336.00	418478
C & I OIL COMPANY INC	1,710.80	418480
LIBERTY TIRE RECYCLING LLC	113.19	418486
MIGHTY OF SOUTHEAST TEXAS	109.74	418503
REPUBLIC SERVICES	72.60	418553
MATCO TOOLS	23.05	418557
		21,217.14*
VETERANS SERVICE		
STAR GRAPHICS SHARP	66.56	418387
UNITED STATES POSTAL SERVICE	37.09	418432
UNITED STATES POSTAL SERVICE	40.08	418433
		143.73*
		340,487.47**
MOSQUITO CONTROL FUND		
HILO / O'REILLY AUTO PARTS	28.65	418295
SUPERIOR TIRE & SERVICE	18.95	418302
ENTERGY	565.88	418331
MUNRO'S	86.20	418357
RITTER @ HOME	17.97	418369
SANITARY SUPPLY, INC.	6.16	418370
AT&T	30.62	418382
STAR GRAPHICS SHARP	19.41	418387
AERO PERFORMANCE	1,772.79	418528
REPUBLIC SERVICES	72.60	418553
		2,619.23**
BREATH ALCOHOL TESTING		
EMILY ESQUIVEL	54.00	418452
		54.00**
FAMILY GROUP CONFERENCING		
STAR GRAPHICS SHARP	19.41	418387
		19.41**
J.C. FAMILY TREATMENT CT.		
PATRICIA VELASCO	1,260.00	418554
		1,260.00**
SECURITY FEE FUND		
JULIE BLANCO	56.39	418310
		56.39**
LAW LIBRARY FUND		
STAR GRAPHICS SHARP	19.41	418387
		19.41**
EMPG GRANT		
OFFICE DEPOT	257.23	418361
SOUTHEAST TEXAS WATER	43.70	418381
SHI GOVERNMENT SOLUTIONS, INC.	328.20	418436
PCM-G	1,182.00	418485
JEFFERSON COUNTY CREDIT CARDS	104.03	418499
		1,915.16**
JUVENILE DETENTION - TJPC		
VERIZON WIRELESS	56.33	418426
		56.33**
GRANT A STATE AID		

PGM: GMCOMMV2	DATE 03-14-2016	AMOUNT	CHECK NO.	PAGE: 10 181 TOTAL
THE CHANGE COMPANIES		1,962.48	418443	1,962.48**
279 JUVENILE DRUG COURT				
IEA - INSPIRE, ENCOURAGE, ACHIEVE		4,314.76	418429	4,314.76**
COMMUNITY SUPERVISION FND				
OFFICE DEPOT		327.05	418361	
TIME WARNER COMMUNICATIONS		83.24	418391	
TEXAS PROBATION ASSOCIATION		1,200.00	418393	
UNITED STATES POSTAL SERVICE		100.31	418432	
UNITED STATES POSTAL SERVICE		235.64	418433	
PRINTMAILPRO.COM		262.20	418510	2,208.44**
JEFF. CO. WOMEN'S CENTER				
LUBE SHOP		88.96	418348	
M&D SUPPLY		129.36	418349	
KIM MCKINNEY, LPC, LMFT		300.00	418352	
OFFICE DEPOT		434.09	418361	
STAR GRAPHICS SHARP		38.82	418387	
TIME WARNER COMMUNICATIONS		32.74	418390	
TEXAS PROBATION ASSOCIATION		150.00	418393	
TOWER COMMUNICATIONS, INC.		60.00	418430	
BEN E KEITH FOODS		1,356.87	418451	
CENTERPOINT ENERGY RESOURCES CORP		315.26	418458	
MATERA PAPER COMPANY INC		1,289.29	418516	
EXCEL MEDICAL WASTE LLC		158.17	418544	
REPUBLIC SERVICES		91.00	418553	4,444.56**
COMMUNITY CORRECTIONS PRG				
STAR GRAPHICS SHARP		24.96	418387	
TEXAS PROBATION ASSOCIATION		150.00	418393	174.96**
DRUG DIVERSION PROGRAM				
STAR GRAPHICS SHARP		22.19	418387	
DANA DOVER		100.05	418540	122.24**
COUNTY CLERK - RECORD MGT				
SOUTHWEST FILING & STORAGE		10,646.00	418533	10,646.00**
DRUG INTERVENTION COURT				
REDWOOD TOXICOLOGY LABORATORY		230.50	418471	230.50**
COUNTY RECORDS MANAGEMENT				
TEXAS GULF HISTORICAL SOCIETY		25.00	418395	
UNITED STATES POSTAL SERVICE		6.74	418432	
TYRRELL HISTORICAL LIBRARY		50.00	418445	81.74**
HOTEL OCCUPANCY TAX FUND				
AT&T		176.28	418382	
STAR GRAPHICS SHARP		87.36	418387	
SHI GOVERNMENT SOLUTIONS, INC.		1,312.80	418436	
PCM-G		4,380.00	418485	
REPUBLIC SERVICES		72.60	418553	
MASTER TENT USA		21,123.08	418556	27,152.12**
DISTRICT CLK RECORDS MGMT				
STAR GRAPHICS SHARP		38.82	418387	38.82**
AIRPORT FUND				
ENTERGY		10,110.56	418333	
SMART'S TRUCK & TRAILER, INC.		134.80	418376	
STAR GRAPHICS SHARP		38.82	418387	

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NAME	AMOUNT	CHECK NO. TOTAL
UNITED STATES POSTAL SERVICE	4.16	418432
DISH NETWORK	95.52	418469
EASTERN AVIATION FUELS INC	12,288.93	418534
REPUBLIC SERVICES	217.80	418553
		22,890.59**
SE TX EMP. BENEFIT POOL		
STANDARD INSURANCE COMPANY	21,390.39	418461
RELIANCE STANDARD LIFE INSURANCE	5,765.33	418464
CHLIC-CHICAGO	63,481.39	418488
COMPASS PROFESSIONAL HEALTH SERVICE	6,310.00	418525
SA BENEFITS SERVICES LLC	29,316.26	418526
		126,263.37**
SETEC FUND		
INDUSTRIAL & COMMERCIAL MECHANICAL	1,652.00	418511
REPUBLIC SERVICES	3,504.00	418553
		5,156.00**
LIABILITY CLAIMS ACCOUNT		
JEFFERSON COUNTY CREDIT CARDS	279.00	418499
		279.00**
WORKER'S COMPENSATION FD		
TRISTAR RISK MANAGEMENT	2,750.00	418459
		2,750.00**
SHERIFF'S FORFEITURE FUND		
W.W. GRAINGER, INC.	166.37	418329
SETZER HARDWARE, INC.	33.54	418373
JEFFERSON COUNTY CREDIT CARDS	.00	418499
		199.91**
PAYROLL FUND		
JEFFERSON CTY. - FLEXIBLE SPENDING	14,261.00	418267
CLEAT	324.00	418268
JEFFERSON CTY. TREASURER	18,883.02	418269
RON STADTMUELLER - CHAPTER 13	932.50	418270
INTERNAL REVENUE SERVICE	3,067.46	418271
JEFFERSON CTY. ASSN. OF D.S. & C.O.	5,060.00	418272
JEFFERSON CTY. COMMISSARY	182.74	418273
JEFFERSON CTY. COMMUNITY SUP.	10,295.21	418274
JEFFERSON CTY. TREASURER - HEALTH	452,197.11	418275
JEFFERSON CTY. TREASURER - GENERAL	10.00	418276
JEFFERSON CTY. TREASURER - PAYROLL	1,648,492.68	418277
JEFFERSON CTY. TREASURER - PAYROLL	661,191.01	418278
MONY/MLOA	198.74	418279
POLICE & FIRE FIGHTERS' ASSOCIATION	3,128.90	418280
UNITED WAY OF BEAUMONT& N JEFFERSON	55.31	418281
JEFFERSON CTY. TREASURER - TCDRS	628,375.26	418282
OPPENHEIMER FUNDS DISTRIBUTOR, INC	1,906.65	418283
JEFFERSON COUNTY TREASURER	2,585.77	418284
JEFFERSON COUNTY - TREASURER -	6,547.91	418285
NECHES FEDERAL CREDIT UNION	61,042.60	418286
JEFFERSON COUNTY - NATIONWIDE	54,477.08	418287
TENNESSEE CHILD SUPPORT	115.38	418288
SBA - U S DEPARTMENT OF TREASURY	168.49	418289
CALIFORNIA STATE DISBURSEMENT UNIT	117.23	418290
WILLIAM E HEITKAMP	748.86	418291
JOHN TALTON	1,560.77	418292
IL DEPT OF HEALTHCARD AND FAMILY SER	49.85	418293
JEFFERSON CTY. TREASURER - PAYROLL	102,695.00	418563
		3,678,670.53**
GUARDIANSHIP FEE		
GRACE NICHOLS	300.00	418482
		300.00**
ORCA - IKE		
FIRETROL PROTECTION SYSTEMS, INC.	661.00	418481
		661.00**
MARINE DIVISION		

NAME	AMOUNT	CHECK NO.	TOTAL
JACK BROOKS REGIONAL AIRPORT	445.33	418342	
VERIZON WIRELESS	531.06	418427	
VERIZON WIRELESS	531.86	418428	
THE DINGO GROUP-PETE JORGENSEN MARI	79.75	418473	
ED SMITH	49.95	418530	
JAMES C WALTERS	129.75	418532	
			1,767.70**
			4,255,140.02***

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NAME	AMOUNT	CHECK NO.
JURY FUND		
TRI-CITY COFFEE SERVICE	347.00	418655
DAWN DONUTS	71.50	418788
		418.50**
ROAD & BRIDGE PCT.#1		
CARQUEST AUTO PARTS # 96	159.14	418586
ENTERGY	756.75	418605
M&D SUPPLY	22.78	418618
SOUTHERN TIRE MART, LLC	2,692.30	418665
UNITED STATES POSTAL SERVICE	1.25	418685
HERRERA'S EMERGENCY LIGHTING	300.00	418703
MARTIN PRODUCT SALES LLC	344.50	418718
LONE STAR TRENCHER PARTS LLC	213.08	418766
		4,489.80**
ROAD & BRIDGE PCT.#2		
EASTEX RUBBER & GASKET	98.77	418596
MUNRO'S	18.45	418621
OFFICE DEPOT	136.02	418624
AT&T	91.77	418637
VULCAN MATERIALS CO.	51,200.00	418659
WAUKESHA-PEARCE IND., INC.	343.50	418660
BUMPER TO BUMPER	25.15	418709
CENTERPOINT ENERGY RESOURCES CORP	61.52	418710
NEW WAVE WELDING TECHNOLOGY	6.38	418730
WATSON PROPELLER	60.00	418736
DRAGO SUPPLY	257.40	418742
ALLSERV OF TEXAS LLC	2,167.44	418751
MARTIN MARIEETA MATERIALS	258.44	418782
		54,724.84**
ROAD & BRIDGE PCT. # 3		
HILO / O'REILLY AUTO PARTS	254.78	418566
CITY OF PORT ARTHUR - WATER DEPT.	28.88	418587
FARM & HOME SUPPLY	53.48	418598
GULF COAST AUTOMOTIVE, INC.	128.16	418604
LOUIS' YAZOO SALES & SERVICE, LLC	204.35	418617
MUNRO'S	52.36	418621
OFFICE DEPOT	189.99	418624
PHILPOTT MOTORS, INC.	14.98	418626
SMART'S TRUCK & TRAILER, INC.	130.53	418634
TIME WARNER COMMUNICATIONS	85.59	418646
TRIANGLE ENGINE DIST.	12.71	418653
TRI-CON, INC.	1,242.87	418654
VULCAN MATERIALS CO.	70,393.60	418659
STRATTON INC.	17.16	418661
AUTO ZONE	223.98	418663
WALMART COMMUNITY BRC	82.82	418683
LOWE'S HOME CENTERS, INC.	326.57	418696
CENTERPOINT ENERGY RESOURCES CORP	64.69	418711
BEAUMONT FREIGHTLINER STERLING	342.55	418713
BILL WILLIAMS	200.00	418721
DEJEAN AUTOMOTIVE	826.00	418724
DOGGETT HEAVY MACHINERY LLC	193.28	418745
ADVANCE AUTO PARTS	196.65	418762
TRANSIT & LEVEL CLINIC LLC	82.50	418794
		75,348.48**
ROAD & BRIDGE PCT.#4		
APAC, INC. - TROTTI & THOMSOM	660.28	418580
COASTAL WELDING SUPPLY	43.50	418590
MUNRO'S	64.02	418621
OFFICE DEPOT	847.01	418624
PHILPOTT MOTORS, INC.	522.40	418626
AT&T	75.30	418637
VULCAN MATERIALS CO.	63,075.20	418659
UNITED STATES POSTAL SERVICE	6.66	418685
SIERRA SPRING WATER CO. - BT	56.64	418689
MARTIN PRODUCT SALES LLC	152.96	418718
J&E WELDING INC	520.00	418755
SOUTHEAST TEXAS PARTS AND EQUIPMENT	282.31	418770

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GCR TIRES & SERVICE		2,242.80	418774	68,549.08**
ENGINEERING FUND				
OFFICE DEPOT		55.94	418624	
VERIZON WIRELESS		249.42	418682	
UNITED STATES POSTAL SERVICE		.90	418685	
BRADLEY STAFFORD		1,203.58	418759	1,509.84**
PARKS & RECREATION				
A&B OUTDOOR EQUIPMENT		170.42	418565	
ENTERGY		1,073.86	418605	
KAY ELECTRONICS, INC.		184.60	418615	
M&D SUPPLY		245.76	418618	
MATHESON TRI-GAS		73.45	418656	
SUPERIOR SUPPLY & STEEL		96.00	418673	
LOWE'S HOME CENTERS, INC.		509.86	418696	
DRAGO SUPPLY		110.70	418742	
SPRINT WASTE SERVICES LP		310.80	418771	2,775.45**
GENERAL FUND				
TAX OFFICE				
UNITED STATES POSTAL SERVICE		1,831.08	418685	1,831.08*
COUNTY HUMAN RESOURCES				
UNITED STATES POSTAL SERVICE		.83	418685	.83*
AUDITOR'S OFFICE				
LYNDON B. JOHNSON SCHOOL OF PUBLIC		150.00	418577	
OFFICE DEPOT		189.97	418624	
PATRICK SWAIN		66.00	418638	
UNITED STATES POSTAL SERVICE		16.98	418685	422.95*
COUNTY CLERK				
CDW COMPUTER CENTERS, INC.		49.92	418667	
UNITED STATES POSTAL SERVICE		279.29	418685	329.21*
COUNTY JUDGE				
UNITED STATES POSTAL SERVICE		8.20	418685	
KATY L DELAHOUSSE		500.00	418735	
THE CEDILLO LAW FIRM		500.00	418778	
JAN GIROUARD & ASSOCIATES LLC		400.00	418795	1,408.20*
RISK MANAGEMENT				
SALGBA MEMBERSHIP		500.00	418567	
UNITED STATES POSTAL SERVICE		2.63	418685	502.63*
COUNTY TREASURER				
OFFICE DEPOT		215.49	418624	
UNITED STATES POSTAL SERVICE		222.11	418685	437.60*
PRINTING DEPARTMENT				
HERNANDEZ OFFICE SUPPLY, INC.		295.36	418611	295.36*
PURCHASING DEPARTMENT				
BEAUMONT ENTERPRISE		360.80	418597	
OFFICE DEPOT		228.88	418624	
UNITED STATES POSTAL SERVICE		5.01	418685	594.69*
GENERAL SERVICES				
CITY OF PORT ARTHUR		16,153.54	418588	

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NAME	AMOUNT	CHECK NO. TOTAL
OLMSTED-KIRK PAPER	1,755.00	418625
TIME WARNER COMMUNICATIONS	191.91	418647
WALMART COMMUNITY BRC	13.94	418683
		18,114.39*
DATA PROCESSING		
OFFICE DEPOT	421.09	418624
OLMSTED-KIRK PAPER	825.00	418625
MHC DATACOMM	3,371.00	418734
		4,617.09*
VOTERS REGISTRATION DEPT		
UNITED STATES POSTAL SERVICE	915.28	418685
		915.28*
ELECTIONS DEPARTMENT		
HART INTER CIVIC	1,955.00	418609
CUMULUS BROADCASTING, INC.	420.00	418674
UNITED STATES POSTAL SERVICE	226.99	418685
SIERRA SPRING WATER CO. - BT	48.08	418687
PV RENTALS LLC	138.37	418790
		2,788.44*
DISTRICT ATTORNEY		
JOHN NELSON	1,218.47	418622
OFFICE DEPOT	336.76	418624
TDCAA BOOK ORDERS	39.00	418642
UNITED STATES POSTAL SERVICE	274.90	418685
CHILD ABUSE & FORENSIC SERVICES	250.00	418693
RECALL TOTAL INFORMATION MANAGEMENT	823.15	418704
SETAP	65.00	418731
STRATOS LEGAL	429.27	418743
THOMSON REUTERS-WEST	2,611.68	418765
		6,048.23*
DISTRICT CLERK		
OFFICE DEPOT	501.07	418624
UNITED STATES POSTAL SERVICE	694.95	418685
CONFIRMDELIVERY.COM INC	286.66	418737
		1,482.68*
CRIMINAL DISTRICT COURT		
JACK LAWRENCE	250.00	418576
JIMMY D. HAMM	800.00	418608
LEAH HAYES	470.45	418610
RENE MULHOLLAND	101.85	418658
UNITED STATES POSTAL SERVICE	2.08	418685
LANGSTON ADAMS	900.00	418699
JAMES R. MAKIN, P.C.	1,475.30	418749
ALEX BILL III	800.00	418750
		4,799.68*
58TH DISTRICT COURT		
OFFICE DEPOT	399.98	418624
SOUTHEAST TEXAS WATER	59.90	418635
		459.88*
136TH DISTRICT COURT		
TBLS - TEXAS BOARD OF LEGAL	125.00	418649
UNITED STATES POSTAL SERVICE	5.96	418685
		130.96*
252ND DISTRICT COURT		
TODD W. LEBLANC	600.00	418573
NATHAN REYNOLDS, JR.	9,656.25	418628
TEXAS ASSN. FOR COURT ADMINISTRATIO	75.00	418643
UNITED STATES POSTAL SERVICE	222.75	418685
LANGSTON ADAMS	900.00	418699
C. HADEN CRIBBS JR., PC	2,090.00	418754
		13,544.00*
279TH DISTRICT COURT		
GAYLYN COOPER	1,375.00	418572

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NAME	AMOUNT	CHECK NO.
		TOTAL
PHILLIP DOWDEN	1,375.00	418578
OFFICE DEPOT	47.43	418624
UNITED STATES POSTAL SERVICE	.83	418685
GLEN M. CROCKER	325.00	418690
JOEL WEBB VAZQUEZ	650.00	418708
LAW OFFICE OF J SCOTT FREDERICK	75.00	418777
GORDON D FRIESZ	75.00	418783
		3,923.26*
JUSTICE COURT-PCT 1 PL 1		
UNITED STATES POSTAL SERVICE	67.81	418685
		67.81*
JUSTICE COURT-PCT 1 PL 2		
UNITED STATES POSTAL SERVICE	.42	418685
		.42*
JUSTICE COURT-PCT 2		
TEXAS STATE DIRECTORY	47.45	418652
		47.45*
JUSTICE COURT-PCT 4		
AT&T	75.30	418637
		75.30*
JUSTICE COURT-PCT 6		
TAC - TEXAS ASSN. OF COUNTIES	60.00	418640
UNITED STATES POSTAL SERVICE	48.31	418685
		108.31*
COUNTY COURT AT LAW NO.1		
UNITED STATES POSTAL SERVICE	2.98	418685
		2.98*
COUNTY COURT AT LAW NO. 2		
DONALD BOUDREAUX	250.00	418583
CHARLES ROJAS	550.00	418670
JOHN D WEST	250.00	418675
UNITED STATES POSTAL SERVICE	7.56	418685
JOEL WEBB VAZQUEZ	1,050.00	418708
DUSTIN R. GALMOR	300.00	418748
JARED GILTHORPE	250.00	418773
THE CEDILLO LAW FIRM	500.00	418778
AMY TOMLINSON	500.00	418787
JANSON ELLIOTT BAILEY	800.00	418798
		4,457.56*
COUNTY COURT AT LAW NO. 3		
DAVID GROVE	250.00	418575
NATHAN REYNOLDS, JR.	250.00	418628
CHARLES ROJAS	250.00	418670
UNITED STATES POSTAL SERVICE	17.26	418685
LEXIS-NEXIS	55.00	418686
THE CEDILLO LAW FIRM	250.00	418778
		1,072.26*
MEDIATION CENTER		
UNITED STATES POSTAL SERVICE	10.77	418685
		10.77*
SHERIFF'S DEPARTMENT		
CARQUEST AUTO PARTS # 96	118.77	418586
FAST SIGNS, INC.	6.00	418599
SUNGARD PUBLIC SECTOR	43,070.00	418607
HERNANDEZ OFFICE SUPPLY, INC.	48.18	418611
OFFICE DEPOT	120.03	418624
AT&T	122.48	418637
ORANGE COUNTY ASSOCIATION FOR	400.00	418664
ADVANCED SYSTEMS & ALARM SERVICES,	1,515.00	418669
VERIZON WIRELESS	3,153.19	418681
UNITED STATES POSTAL SERVICE	1,307.55	418685
BEAUMONT OCCUPATIONAL SERVICE, INC.	32.95	418692
COPQUEST INC	121.15	418714

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NAME	AMOUNT	CHECK NO. TOTAL
FLIGHT AWARE	360.00	418719
MARCUS MCLELLAN	17.81	418723
PCM-G	3,285.00	418738
RITA HURT	275.00	418753
SILSBEE FORD INC	9,579.89	418768
ALLEN BURLESON	42.22	418793
		44,415.44*
CRIME LABORATORY		
FISHER SCIENTIFIC	441.90	418601
HENRY SCHEIN, INC.	118.90	418632
AFOAM	25.00	418705
AIRGAS SOUTHWEST	83.84	418728
CAYMAN CHEMICAL COMPANY	877.00	418740
EPPENDORF NORTH AMERICA INC	562.26	418757
EXCEL MEDICAL WASTE LLC	79.80	418781
ATTAINIT	9,206.01	418786
		11,394.71*
JAIL - NO. 2		
AVIALL	152.13	418582
COASTAL WELDING SUPPLY	34.80	418590
COBURN'S, BEAUMONT BOWIE (1)	54.82	418591
ECOLAB	399.90	418595
FAST SIGNS, INC.	47.14	418599
ENTERGY	35,740.99	418605
MOORE SUPPLY, INC.	779.06	418620
SANITARY SUPPLY, INC.	1,306.52	418631
AT&T	1,352.37	418637
COKER DOORS & MOLDING CO.	337.00	418666
LOWE'S HOME CENTERS, INC.	388.53	418696
ULTRA-CHEM, INC.	602.09	418701
TEXAS GAS SERVICE	617.18	418702
SUMMIT ELECTRIC SUPPLY	207.52	418761
MATERA PAPER COMPANY INC	418.73	418763
SILSBEE FORD INC	32,299.89	418768
LONE STAR UNIFORMS	512.21	418785
		75,250.88*
JUVENILE PROBATION DEPT.		
UNITED STATES POSTAL SERVICE	115.42	418685
		115.42*
JUVENILE DETENTION HOME		
MOORE SERVICE CO., INC.	398.00	418619
FLOWERS FOODS	196.41	418706
BEN E KEITH FOODS	2,488.85	418707
CENTERPOINT ENERGY RESOURCES CORP	378.46	418710
		3,461.72*
CONSTABLE PCT 1		
UNITED STATES POSTAL SERVICE	1.25	418685
		1.25*
CONSTABLE-PCT 2		
OFFICE DEPOT	228.62	418624
TAC - TEXAS ASSN. OF COUNTIES	200.00	418641
CDW COMPUTER CENTERS, INC.	290.97	418667
		719.59*
CONSTABLE-PCT 4		
AT&T	37.65	418637
		37.65*
CONSTABLE-PCT 6		
UNITED STATES POSTAL SERVICE	7.88	418685
		7.88*
CONSTABLE PCT. 7		
US POSTAL SERVICE	147.00	418691
		147.00*
AGRICULTURE EXTENSION SVC		

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NAME	AMOUNT	CHECK NO. TOTAL
STARLA B. GARLICK	1,028.70	418571
TEXAS AGRILIFE EXTENSION SERVICES	1,350.00	418648
WALMART COMMUNITY BRC	41.29	418683
UNITED STATES POSTAL SERVICE	56.58	418685
TRACTOR SUPPLY CO	8.29	418717
TEXAS AGRILIFE EXTENSION SERVICE	60.00	418727
DAVID OATES	37.80	418797
HEALTH AND WELFARE NO. 1		2,582.66*
BROUSSARD'S MORTUARY	1,500.00	418584
UNITED STATES POSTAL SERVICE	89.36	418685
RACHEL DRAGULSKI	84.77	418698
PROCTOR'S MORTUARY INC	1,500.00	418741
HEALTH AND WELFARE NO. 2		3,174.13*
BROUSSARD'S MORTUARY	1,500.00	418585
CLAYBAR FUNERAL HOME, INC.	1,998.00	418589
GABRIEL FUNERAL HOME, INC.	1,500.00	418602
MCKESSON MEDICAL-SURGICAL INC	60.30	418668
NURSE PRACTITIONER		5,058.30*
MCKESSON MEDICAL-SURGICAL INC	3,544.38	418668
SIERRA SPRING WATER CO. - BT	14.53	418688
CHILD WELFARE UNIT		3,558.91*
DISA, INC.	809.00	418594
BEAUMONT OCCUPATIONAL SERVICE, INC.	460.40	418692
J.C. PENNEY'S	946.67	418694
SEARS COMMERICAL CREDIT	50.00	418695
S&M FAMILY OUTLET	442.45	418697
ENVIRONMENTAL CONTROL		2,708.52*
POSTMASTER	294.00	418627
AT&T	53.60	418637
INDIGENT MEDICAL SERVICES		347.60*
LOCAL GOVERNMENT SOLUTIONS LP	3,773.00	418725
CARDINAL HEALTH 110 INC	16,155.51	418767
MAINTENANCE-BEAUMONT		19,928.51*
AAA LOCK & SAFE	150.00	418564
CITY OF BEAUMONT - LANDFILL	16.50	418579
D&N SERVICES	130.00	418581
CONSOLIDATED ELECTRICAL DIST, INC.	399.04	418592
W.W. GRAINGER, INC.	125.04	418603
M&D SUPPLY	79.24	418618
RALPH'S INDUSTRIAL ELECTRONICS	179.22	418630
SANITARY SUPPLY, INC.	328.91	418631
ACE IMAGEWEAR	194.47	418633
TEXAS DEPT OF LICENSING &	210.00	418650
WORTH HYDROCHEM	250.00	418662
TEXAS GENERAL LAND OFFICE SEMP	27.69	418769
WASTEWATER TRANSPORT SERVICES LLC	1,544.00	418772
MAINTENANCE-PORT ARTHUR		3,634.11*
ENTERGY	4,707.13	418605
OFFICE DEPOT	141.90	418624
TIME WARNER COMMUNICATIONS	300.57	418644
TIME WARNER COMMUNICATIONS	70.30	418645
PARKER LUMBER	328.25	418744
SUPPLYWORKS	1,061.20	418779
MAINTENANCE-MID COUNTY		6,609.35*
RITTER @ HOME	157.90	418629

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NAME	AMOUNT	CHECK NO.	TOTAL
ACE IMAGEWEAR	29.12	418633	
CENTERPOINT ENERGY RESOURCES CORP	106.83	418710	
INDUSTRIAL & COMMERCIAL MECHANICAL	540.46	418756	
			834.31*
SERVICE CENTER			
SPIDLE & SPIDLE	800.00	418574	
J.K. CHEVROLET CO.	2,538.62	418612	
KINSEL FORD, INC.	419.43	418616	
MUNRO'S	32.70	418621	
PHILPOTT MOTORS, INC.	44.19	418626	
AT&T	61.18	418637	
TRI-CON, INC.	16,151.68	418654	
JEFFERSON CTY. TAX OFFICE	7.50	418676	
JEFFERSON CTY. TAX OFFICE	7.50	418677	
JEFFERSON CTY. TAX OFFICE	7.50	418678	
JEFFERSON CTY. TAX OFFICE	7.50	418679	
JEFFERSON CTY. TAX OFFICE	7.50	418680	
BUMPER TO BUMPER	501.35	418709	
AMERICAN TIRE DISTRIBUTORS	1,113.40	418732	
MIGHTY OF SOUTHEAST TEXAS	618.50	418752	
DANIEL SUMMERS	32.46	418796	
			22,351.01*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	4.14	418685	
			4.14*
			274,832.39**
MOSQUITO CONTROL FUND			
HILO / O'REILLY AUTO PARTS	166.59	418566	
COASTAL WELDING SUPPLY	75.00	418590	
MUNRO'S	86.20	418621	
OFFICE DEPOT	69.26	418624	
PHILPOTT MOTORS, INC.	125.35	418626	
CENTERPOINT ENERGY RESOURCES CORP	90.12	418710	
			612.52**
J.C. FAMILY TREATMENT CT.			
WALMART COMMUNITY BRC	145.94	418683	
PATRICIA VELASCO	1,260.00	418789	
			1,405.94**
SECURITY FEE FUND			
COTTON CARGO	15.50	418593	
			15.50**
LAW LIBRARY FUND			
TEXAS LAWYER	323.88	418651	
THOMSON REUTERS-WEST	2,447.21	418764	
			2,771.09**
EMPG GRANT			
SOUTHEAST TEXAS WATER	9.95	418636	
			9.95**
GRANT A STATE AID			
BI INCORPORATED	538.00	418672	
VICTORIA COUNTY JUVENILE SERVICES	2,548.00	418726	
GRAYSON COUNTY DEPT OF JUVENILE	11,571.00	418776	
			14,657.00**
COMMUNITY SUPERVISION FND			
JEFFERSON CTY. COMMUNITY SUP.	1,421.08	418613	
OFFICE DEPOT	768.04	418624	
UNITED STATES POSTAL SERVICE	145.66	418685	
COMMUNICATION AXESS ABILITY GROUP	140.00	418715	
LOCAL GOVERNMENT SOLUTIONS LP	6,965.00	418725	
JCCSC	125.00	418747	
KALEIGH ABSHIRE	90.68	418780	
EXCEL MEDICAL WASTE LLC	154.70	418781	
			9,810.16**
JEFF. CO. WOMEN'S CENTER			

PGM: GMCOMMV2	DATE 03-21-2016	PAGE: 8
NAME	AMOUNT	CHECK NO. TOTAL
ECOLAB	82.95	418595
M&D SUPPLY	59.97	418618
AT&T	131.38	418637
SYSCO FOOD SERVICES, INC.	2,482.26	418639
BEN E KEITH FOODS	1,257.70	418707
		4,014.26**
COMMUNITY CORRECTIONS PRG		
TRACY ROBINSON	111.02	418568
		111.02**
DRUG DIVERSION PROGRAM		
OFFICE DEPOT	407.11	418624
		407.11**
DRUG INTERVENTION COURT		
THE PIN WHEEL GROUP	770.00	418792
		770.00**
FORENSIC SCIENCE FED GRT		
SORENSEN FORENSIC	103,140.00	418758
		103,140.00**
HOTEL OCCUPANCY TAX FUND		
M&D SUPPLY	75.91	418618
MUNRO'S	89.00	418621
ULINE SHIPPING SUPPLY SPECIALI	878.83	418657
UNITED STATES POSTAL SERVICE	.49	418685
DISH NETWORK	110.52	418720
LA RUE ROUGEAU	29.16	418722
JESSIE DAVIS	113.94	418729
		1,297.85**
CAPITAL PROJECTS FUND		
N&T CONSTRUCTION COMPANY, INC.	332,036.06	418570
THE HEARTFIELD LAW FIRM	4,937.50	418746
		336,973.56**
AIRPORT FUND		
FED EX	36.66	418600
ENTERGY	3,139.45	418606
KAY ELECTRONICS, INC.	124.94	418615
AT&T	590.52	418637
TRI-CON, INC.	538.08	418654
CENTERPOINT ENERGY RESOURCES CORP	639.03	418710
UNIFIRST HOLDINGS INC	117.95	418739
CRAWFORD ELECTRIC SUPPLY COMPANY	110.57	418760
ADVANCE AUTO PARTS	99.00	418762
EASTERN AVIATION FUELS INC	10,978.60	418775
MID COUNTY NAPA	131.42	418791
		16,506.22**
SETEC FUND		
PCM-G	4,800.00	418738
		4,800.00**
LIABILITY CLAIMS ACCOUNT		
CALVERT EAVES CLARKE & STELLY LLP	143.32	418784
		143.32**
WORKER'S COMPENSATION FD		
TRISTAR RISK MANAGEMENT	17,933.64	418712
		17,933.64**
SHERIFF'S FORFEITURE FUND		
AERO PRODUCTS	3,394.50	418700
ENFORCEMENT TECHNOLOGY GROUP INC	19,470.95	418716
		22,865.45**
ORCA - IKE		
N&T CONSTRUCTION COMPANY, INC.	209,147.57	418569
		209,147.57**
MARINE DIVISION		

NAME	AMOUNT	CHECK NO.	TOTAL
ENTERGY	505.28	418605	
CASH ADVANCE ACCOUNT	638.64	418614	
AT&T	80.74	418637	
TRAILER HITCH DEPOT	325.00	418671	
VERIZON WIRELESS	341.91	418681	
WALMART COMMUNITY BRC	102.11	418683	
C & I OIL COMPANY INC	6,007.18	418733	
			8,000.86**
ASAP - CONSTABLE PCT 8			
CASH ADVANCE ACCOUNT	609.00	418614	
			609.00**
			1,238,650.40***

ssss

Precinct No. 3



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**COMMISSIONER EVERETTE D. ALFRED**

Precinct No. 4



# PROCLAMATION

STATE OF TEXAS

SSS

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 **21<sup>st</sup>** day of **March, 2016**, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Everette D. Alfred, Commissioner of Precinct No. 4, the following Proclamation was adopted:

AMERICAN RED CROSS

**WHEREAS**, Every March, during American Red Cross Month, we take time to recognize and thank our everyday heroes who reach out to help people in need; and

**WHEREAS**, American Red Cross heroes help disaster victims recover, they brighten the day of an injured service member and they step forward to help someone having a heart attack; and

**WHEREAS**, we wish to remember our heroes here in Jefferson County who help people in need by working tirelessly to assist their neighbors by lending a helping hand; and

**WHEREAS**, across the country and around the world, on every day, the American Red Cross responds to disasters, and comforts injured service members in hospitals far from home; and when a lifeguard jumps in to save a drowning child or someone steps up to help a heart attack victim, the American Red Cross is there.

**NOW THEREFORE, BE IT RESOLVED** that the Commissioners Court of Jefferson County proclaims the month of March, 2016 as American Red Cross Month to honor all those who support the American Red Cross mission to prevent and alleviate human suffering in the face of emergencies because our community depends on the American Red Cross, which relies on donations of time and funding to fulfill its humanitarian mission and we encourage all Americans to support this organization and its noble humanitarian mission.

SIGNED this 21<sup>st</sup> day of March, 2016.

**JUDGE JEFF R. BRANICK**  
County Judge

COMMISSIONER EDDIE ARNOLD  
Precinct No. 1

COMMISSIONER BRENT A. WEAVER  
Precinct No. 2

COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4





Joleen E. Fregia  
Chief Deputy  
E-Mail  
[joleen@co.jefferson.tx.us](mailto: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](mailto:tfunchess@co.jefferson.tx.us)

March 17, 2016

Judge Jeff R. Branick and  
Commissioners Court  
Jefferson County Courthouse  
Beaumont, Texas 77701

Gentlemen:

Enclosed is the Investment Schedule as of February 29, 2016, including interest earnings.

The weighted average yield to maturity on the County's investments is 1.503%. The interest rate on funds invested in an investment account at Wells Fargo is currently .100%.

The 90 day Treasury interest rate on February 29, 2016 was 0.346% and the interest on your checking accounts for the month of February was .150%

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 March 21, 2016, to be received and filed.

Sincerely,

Tim Funchess, CCT, CIO  
Enclosure

Agenda should read:

Receive and File Investment Schedule for February, 2016,  
including the year to date total earnings on County funds.

JEFFERSON COUNTY  
MONTH END FEBRUARY 29, 2016 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-Feb-16	\$7,721.55	\$7,721.55		100	29-Feb-16	NONE	29	29	7580310386	WELLS FARGO	\$7,721.55				\$7,721.55
CDs and Securities																
FNMA 1.30%	27-Nov-15	\$2,000,000.00	\$2,000,000.00		100	27-Nov-18	27-May-16	1002	1096	3135G0098	WELLS SECURITIES	\$2,000,400.00	\$100.02	\$6,788.89	\$0.00	\$2,007,188.89
FHLMC 1.20%	30-Nov-15	\$2,000,000.00	\$2,000,000.00		100	23-Nov-18	23-May-16	998	1089	3134G75B3	WELLS SECURITIES	\$2,001,000.00	\$100.05	\$6,066.67	\$0.00	\$2,007,066.67
FHLB 1.45%	28-Dec-15	\$3,000,000.00	\$3,000,000.00		100	28-Dec-18	28-Mar-16	1033	1096	3130A6U70	NATIONAL ALLIANCE	\$3,000,000.00	\$100.00	\$7,612.50	\$0.00	\$3,007,612.50
FHLMC 1.45%	28-Dec-15	\$2,000,000.00	\$2,000,000.00		100	28-Dec-18	23-May-16	1033	1096	3134G87F0	COASTAL SECURITIES	\$2,000,200.00	\$100.01	\$5,075.00	\$0.00	\$2,005,275.00
FFCB 1.53%	07-Jan-16	\$2,000,000.00	\$2,000,000.00		100	28-Jan-19	07-Apr-16	1043	1096	3133EFUL9	COASTAL SECURITIES	\$2,000,800.00	\$100.04	\$4,590.00	\$0.00	\$2,005,390.00
FHLMC 1.60%	29-Jan-16	\$3,000,000.00	\$3,000,000.00		100	29-Jan-19	29-Apr-16	1065	1096	3134G9GN3	COASTAL SECURITIES	\$3,005,100.00	\$100.17	\$4,266.67	\$0.00	\$3,009,366.67
FNMA 2.00%	29-Jan-16	\$2,000,000.00	\$2,014,460.00		100	29-Jan-19	29-Jul-16	1065	1096	3136G2WU7	COASTAL SECURITIES	\$2,010,200.00	\$100.51	\$3,555.56	\$0.00	\$2,013,755.56
FHLMC 1.45%	10-Sep-15	\$2,000,000.00	\$2,000,000.00		100	10-Sep-18	10-Dec-15	924	1096	3134G7TE1	NATIONAL ALLIANCE	\$2,000,400.00	\$100.02	\$13,775.00	\$0.00	\$2,014,175.00
ICD-BMW Bank 1.35%*	12-Feb-16	\$248,000.00	\$248,000.00		100	12-Feb-19	None	1079	1096	05580ADT8	WELLS SECURITIES	\$248,000.00	\$100.00	\$165.11	\$0.00	\$248,165.11
ICD-Discover Bk 1.60%*	13-Nov-15	\$248,000.00	\$248,010.87		100	13-Nov-18	None	988	1096	254672WL8	WELLS SECURITIES	\$248,000.00	\$100.00	\$1,184.96	\$0.00	\$249,184.96
ICD-Ally Bank 1.60%*	13-Nov-15	\$248,000.00	\$248,010.87		100	13-Nov-18	None	988	1096	02006LVQ3	WELLS SECURITIES	\$248,000.00	\$100.00	\$1,184.96	\$0.00	\$249,184.96
ICD-Goldman S. 1.65%*	13-Nov-15	\$248,000.00	\$248,011.21		100	13-Nov-18	None	988	1096	38148JZ53	WELLS SECURITIES	\$248,000.00	\$100.00	\$1,221.99	\$0.00	\$249,221.99
* (Investment CDs)																
														\$55,487.31		
INVESTMENT ACCT		\$7,721.55	\$7,721.55									\$7,721.55				TOTAL BOOK VALUE
CDs and Securities		\$18,992,000.00	\$19,006,492.95		1.503%	0.936%		1022		DAYS		\$19,010,100.00				
TOTALS ALL ACCTS:		\$18,999,721.55	\$19,014,214.50									\$19,017,821.55				\$19,073,308.86

PLEDGE COLLATERAL REPORT WELLS FARGO  
ALL COUNTY FUNDS  
AS OF FEBRUARY 29, 2016

This is 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.

MARKET VALUE OF PLEDGE SECURITIES	\$263,268,007.98
BALANCE IN ALL ACCOUNTS:	\$118,020,991.37
OVER OR (UNDER) AMOUNT:	\$135,237,016.61
	214.59%

Tim Funches, Jefferson County Investment Officer

FEBRUARY, 2016, 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-Feb-16	\$7,721.55	\$7,721.55		0.100%	29-Feb-16		29	7580310386	WELLS FARGO	\$1.91
FHLMC 1.40 %	17-Aug-15	\$2,000,000.00	\$2,000,000.00		1.400%	17-Aug-18	17-Feb-16	1096	3134G7MWC2	COASTAL SECURITIES	\$14,000.00 CALLED
ICD-BMW Bank 1.05%*	20-Jun-14	\$248,000.00	\$248,000.00		1.050%	20-Jun-17	None	1096	05580AAKO	WELLS SECURITIES	\$385.25 SOLD
CHECKING INTEREST											
POOLED CASH ACCT											\$14,387.16
OTHER COUNTY ACCTS		FEBRUARY INTEREST			0.150%					WELLS FARGO	\$25,253.95
TAX LICENSE ACCT		JANUARY INTEREST			0.498%					WELLS FARGO	\$5,419.59
										WELLS FARGO	\$180.94
TOTAL		\$2,256,721.55	\$2,256,721.55								\$45,241.64
											\$45,241.64

FISCAL YEAR 2015-2016			
YIELD TO MATURITY AND INTEREST EARNINGS			
MONTH	90 DAY T. BILL YIELD	INVESTMENT INTEREST EARNED	CHECKING ACCOUNT YIELD
OCTOBER	0.084%	\$34,161.39	0.261%
NOVEMBER	0.190%	\$31,363.78	0.284%
DECEMBER	0.168%	\$22,437.18	0.320%
JANUARY	0.354%	\$34,256.33	0.498%
FEBRUARY	0.346%	\$45,241.64	0.150%
MARCH			
APRIL			
MAY			
JUNE			
JULY			
AUGUST			
SEPTEMBER			
ANNUAL TOTALS		\$ 167,460.32	



**Joleen E. Fregia**  
**Chief Deputy**  
**e-mail**  
[joleen@co.jefferson.tx.us](mailto:joleen@co.jefferson.tx.us)

**Tim Funchess**  
**County Treasurer**  
**1149 Pearl Street – Basement**  
**Beaumont, Texas 77701**

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[tfunchess@co.jefferson.tx.us](mailto:tfunchess@co.jefferson.tx.us)

March 16, 2016

Judge Jeff R. Branick  
 County Commissioners  
 Jefferson County  
 Beaumont, TX 77701

Dear Judge and Commissioners:

Wells Fargo Bank is requesting release of the excess collateral pledged to the funds of Jefferson County, through the Bank of New York-Mellon Trust Company.

Currently we have collateral in place totaling \$248,710,742 versus our \$112,533,626 in deposits; 221%.

Please consider for approval this release at your next Commissioner's Court meeting.

Sincerely,

Tim Funchess, CCT, CIO  
 Enclosure

FOR COMMISSIONERS COURT AGENDA March 21, 2016  
 Agenda should read:

Consider and possibly authorize the County Treasurer to execute Release of Excess Collateral with Wells Fargo Bank, N.A. for the funds of Jefferson County.



McGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.

8200 IH-10 West, Suite 317 • San Antonio, TX 78230 • TEL – (210) 695-8582 • FAX – (210) 695-8583

March 14, 2016

Jefferson County  
215 Franklin, Suite 202  
Beaumont, TX 77701

RE: Storage Tank Liability  
Quote # Q111819

Dear Kim Isaacs:

We are able to offer the following coverage for your Storage Tank Liability policy to be effective on April 6, 2016.

McGriff, Seibels & Williams of Texas, Inc. makes every effort to provide you with coverage that is standard in the industry. However, we have been unable to secure a policy for you without a "Punitive Damage Exclusion". Punitive damages are awarded to an injured party with the intent of punishing the wrongdoer. The damages are awarded in addition to "actual" damages (i.e., property damage, bodily injury, loss of use, pain & suffering, medical bills, etc.).

By offering this policy McGriff, Seibels & Williams of Texas, Inc. makes no judgment concerning the availability of this coverage from other insurance companies and your signing this letter acknowledges your acceptance of this coverage exclusion.

Sincerely,

*Susan Golla*, CPCU, ARM, CRM

Marketing Account Executive

-----  
I acknowledge that my Storage Tank Liability policy contains a "Punitive Damage Exclusion" and request that the policy be issued with this exclusion.

\_\_\_\_\_  
Kim Isaacs

\_\_\_\_\_  
Date



ACE American Insurance Company  
436 Walnut Street  
Philadelphia, PA 19106

## ACE TankSafe® Storage Tank Liability Insurance Policy Quotation

### ACE ENVIRONMENTAL RISK

QUOTE NO: Q111819  
A.M. BEST RATING: A++ XV

DATE: 03/14/2016  
TO: McGriff, Seibels & Williams of Texas, Inc.

NAMED INSURED: Jefferson County

INCEPTION DATE: 04/06/2016

EXPIRATION DATE: 04/06/2017

RETROACTIVE DATE: See attached Schedule of Covered Storage Tanks

<b>POLICY LIMITS:</b>	\$1,000,000	Per Storage Tank Incident Limit of Liability (Claims and Remediation Costs)
	\$2,000,000	Aggregate Limit of Limit of Liability (Claims and Remediation Costs) for all Storage Tank Incidents
	\$1,000,000	Aggregate Limit of Liability for all Legal Defense Expenses for all Storage Tank Incidents
	\$3,000,000	Total Policy Aggregate Limit of Liability for all Storage Tank Incidents

**DEDUCTIBLE:** \$25,000 Per Storage Tank Incident

**PREMIUM\*:** \$5,174.00

This premium shall be 0% minimum-earned as of the inception date of the policy identified above.

**NUMBER OF COVERED STORAGE TANKS:** See attached Schedule of Covered Storage Tanks

**Terms & Exclusions:** This quotation contemplates the use of ACE USA forms, issued on the paper indicated below. All terms and conditions are per those forms and endorsements unless otherwise noted herein.

**PF-31181 (10/10) ACE TankSafe® Storage Tank Liability Insurance Policy**

**Endorsements:** See Attachment A

**Subjectivities:** See Attachment B

**OFAC NOTICE:** The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency." OFAC has identified and listed numerous Foreign agents, Front organizations, Terrorists, Terrorist organizations, and Narcotics traffickers as "Specially Designated Nationals and Blocked Persons." This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>. In accordance with OFAC regulations, if it is determined that you or any other proposed named insured has violated U.S. sanctions law or is a Specially Designated National or Blocked Person, as identified by OFAC, we reserve the right to withdraw this quote at any time prior to binding.

The U.S. Foreign Account Tax Compliance Act, commonly known as "FATCA", became the law in the U.S. in March of 2010 and becomes effective July 1, 2014. Pursuant to FATCA, brokers, producers, agents and/or clients may need to obtain withholding certificates from insurance companies. For information on how to obtain the applicable withholding certificate from ACE U.S. insurance companies, please go to <http://www.acegroup.com/us-en/businesses/foreign-account-tax-compliance-act-fatca.aspx>.

Please read this quotation carefully, as the limits, coverage and other terms and conditions may vary significantly from those requested in your submission and/or from the expiring policy. Terms and conditions that are not specifically mentioned in this quotation are not included. The terms and conditions of this quotation supersede the submitted insurance specifications and all prior quotations. Actual coverage will be provided by and in accordance with the policy as issued.

The insurer is not bound by any statements made in the submission purporting to bind the insurer unless such statement is reflected in the policy or in an agreement signed by someone authorized to bind the insurer.

This quotation has been constructed on reliance of the data provided in the submission. A material change or misrepresentation of that data voids this quotation.

**THIS BINDABLE QUOTATION SHALL EXPIRE SEVENTYFIVE (75) DAYS FROM THE DATE INDICATED AT THE TOP OF THIS DOCUMENT OR NO LATER THAN THE INCEPTION DATE OF COVERAGE.**

**THE PREMIUM INDICATED ABOVE MUST BE REMITTED TO US WITHIN THIRTY (30) DAYS OF THE INCEPTION DATE.**

Thank you for the opportunity to quote on this risk.

**\*POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury---in consultation with the Secretary of Homeland Security, and the Attorney General of the United States---to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

**YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015, 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017, 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 and 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.**

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

*Terrorism Risk Insurance Act premium: \$0*

## SCHEDULE OF COVERED STORAGE TANKS

<b>Insured Facility Name and Address</b>	<b>Tank ID No.</b>	<b>Tank Size (gal.)</b>	<b>Tank Type (UST or AST)</b>	<b>Retroactive Date</b>
Correctional Facility 5030 Hwy 69 South Beaumont Texas 77705	1	6,000	UST	04/06/2006
Correctional Facility 5030 Hwy 69 South Beaumont Texas 77705	2	2,500	UST	04/06/2006
SE Tx Regional Airport 4875 Parker Drive Beaumont Texas 77705	1	20,000	AST	04/06/2006
SE Tx Regional Airport 4875 Parker Drive Beaumont Texas 77705	2	15,000	AST	04/06/2006
SE Tx Regional Airport 4875 Parker Drive Beaumont Texas 77705	3	15,000	AST	04/06/2006
SE Tx Regional Airport 4875 Parker Drive Beaumont Texas 77705	4	20,000	AST	04/06/2006
Precinct 1 20205 W Hwy 90 China Texas 77613	1	4,000	AST	04/06/2006
Precinct 2 7759 Viterbo Road Beaumont Texas 77705	1	2,000	AST	04/06/2006
Precinct 2 7759 Viterbo Road Beaumont Texas 77705	2	2,000	AST	04/06/2006

Precinct 3 5700 Jade Avenue Port Arthur Texas 77640	1	3,000	AST	04/06/2006
Precinct 3 5700 Jade Avenue Port Arthur Texas 77640	2	5,000	AST	04/06/2006
Precinct 4 7780 Boyt Road Beaumont Texas 77713	2	2,000	AST	04/06/2006
Precinct 4 7780 Boyt Road Beaumont Texas 77713	1	2,000	AST	04/06/2006
Service Center Jerry Ware Drive Nederland Texas 77701	1	12,000	AST	04/06/2006
Sabine Pass Port Authority 5960 1st Avenue Sabine Pass Texas 77655	1	8,000	AST	10/14/2008
Sub Courthouse 525 Lakeshore Drive Port Arthur Texas 77640	1	2,000	AST	04/06/2006

## ATTACHMENT A

### ENDORSEMENTS

1	PF-31164	Schedule Of Covered Storage Tanks Endorsement
2	PF-31172	Financial Responsibility Condition Endorsement
3	PF-34075	Closure, Removal or Replacement Amendatory Endorsement
4	CC-1K11h	Signatures
5	PF-23728a	Terrorism Risk Insurance Act Endorsement
6	TRIA11c	Disclosure Pursuant To Terrorism Risk Insurance Act
7	ALL-20887	Producer Compensation Practices-Policies Policyholder Notice
8	ALL-38009	Notice To Policyholders Texas
9	ALL-4Y30f	Information And Complaints
10	PF-31847	Texas Amendatory Endorsement
11	ALL-21101	Trade or Economic Sanctions Endorsement
12	ILP0010104	OFAC Advisory Notice to Policyholders
13	PF-31156	Aboveground Storage Tanks Aggregate Sublimit Of Liability Endorsement
14	PF-31182	Underground Storage Tanks Aggregate Sublimit Of Liability Endorsement

## **ATTACHMENT B**

### **SUBJECTIVITIES**

ALL TERMS, CONDITIONS, AND PRICING ARE SUBJECT TO RECEIPT, REVIEW AND APPROVAL OF THE  
FOLLOWING ITEMS **PRIOR TO BINDING**



# ACE TANKSAFE®

## Storage Tank Liability Insurance Policy

### APPLICATION

#### Instructions:

- Please type or print clearly.
- Answer **ALL** questions completely, leaving no blanks. If any questions, or part thereof, do not apply, print "N/A" in the space.
- Provide any supporting information on a separate sheet using the Applicant's letterhead and reference the applicable question number.
- Check Yes or No answers.
- This form must be completed, dated and signed by a principal of the Applicant.

#### Required Attachments:

- Copies of the Applicant's past two (2) years of audited financial statements and annual reports
- Summary of Environmental Site Assessments/Remediation (past, current, planned) ☐ (check if none)
- Storage Tank Inventory – By Location Document (Attachment I)
- Marina Questionnaire (Attachment II) ☐ (check if no marina exposure)

**NOTICE TO APPLICANT: THE COVERAGE APPLIED FOR IS SOLELY AS STATED IN THE POLICY AND ANY ENDORSEMENTS ATTACHED THERETO. THE POLICY PROVIDES COVERAGE FOR THIRD-PARTY LIABILITY ON A CLAIMS-MADE AND REPORTED BASIS, WHICH COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSURED AND REPORTED TO THE INSURER, IN WRITING, DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD. THE POLICY ALSO PROVIDES COVERAGE FOR FIRST-PARTY REMEDIATION COSTS ON A DISCOVERED AND REPORTED BASIS, WHICH COVERS ONLY STORAGE TANK INCIDENTS FIRST DISCOVERED AND REPORTED TO THE INSURER, IN WRITING, DURING THE POLICY PERIOD.**

1. Name of Applicant: Jefferson County

Principal Contact: \_\_\_\_\_ E-mail Address: kisaacs@co.jefferson.tx.us

Mailing Address: 215 Franklin, Suite 202

Beaumont, TX 77701

Telephone #: 4098358672 Fax #: \_\_\_\_\_

URL: http://www.co.jefferson.tx.us/ Date Established: \_\_\_\_\_

The Applicant is: ☐ Corporation ☐ Partnership ☐ Joint Venture ☐ LLC/LLP

☒ Other: County Government

Federal Employer Identification Number (FEIN): 746000291

2. Details of locations where the insured storage tanks are located:  
(Continue on a separate sheet, if necessary.)

Company Name:	Street Address City, State Zip Code:	No. of USTs at this location	No. of ASTs at this location	Known Pre-existing Contamination Present?*	Facility Type**
As Per Schedule of Covered Storage Tanks					

- a. \*If Yes, please provide details on a separate sheet. Include at a minimum:

- Prior Environmental Site Assessments (including date performed)
- Past, current, planned sampling/remediation, etc.

- b. \*\*Facility Type: - Airport - Automobile/Other Motor Vehicle Facility  
 - Convenience Store - Schools/Educational Services Facility  
 - Gasoline Service Station - Petroleum Bulk Station/Terminal  
 - Marina - Other (If "Other", please describe.)

3. Please complete the **Storage Tank Inventory – By Location** form as attached to this application. (If more than one location, please make duplicates of the inventory form and complete a separate form for each location.)

4. The Applicant's total gross revenues in the last filed tax return, excluding recovered expenses:

\$ \_\_\_\_\_ [for the period ending: month \_\_\_\_\_ year \_\_\_\_\_ ]

5. The Applicant's estimated gross revenues for the current fiscal year: \$ \_\_\_\_\_

6. Desired effective date of coverage: 04/06/2016

- a. Desired Retroactive Date: ☐ Policy Inception ☒ Other As per Schedule of Covered Storage Tanks

(In order to obtain retroactive coverage, you must provide copies of all prior policies for the corresponding time period.)

7. Limits of Liability and Deductible requested:

Limits of Liability:		Deductible:
Per Storage Tank Incident:	<u>\$1,000,000</u>	<u>\$25,000</u>
Aggregate:	<u>\$2,000,000</u>	(per Storage Tank Incident)
Aggregate Legal Defense Expense Limit:	<u>\$1,000,000</u>	

8. Were all of the Applicant's or any other party to the proposed insurance's storage tanks new at the time of installation?

☐ N/A ☒ YES ☐ NO

9. Were any storage tanks included on the insured schedule installed more than thirty (30) years ago? (Twenty-five (25) years for tanks located in the state of Connecticut?)

☐ YES ☒ NO

10. Are any of the Applicant's or any other party to the proposed insurance's storage tanks located within one (1) mile of a body of water?  
(If "Yes", please complete the **Marina Questionnaire** form as attached to this application.) ☐ YES ☒ NO
11. Are any of the Applicant's or any other party to the proposed insurance's facilities located in the State of Florida? ☐ N/A ☐ YES ☒ NO
12. Are Single-Walled Storage Tanks (i.e., Bare Steel Tanks, Steel Tanks with Cathodic Protection, STIP  $\frac{3}{4}$  Tanks or Tanks operating under ACT 100), with or without any form of tank lining, located at the Applicant's or any other party to the proposed insurance's facilities in the State of Florida? (Only applicable if Question 11. is answered "Yes"). ☒ N/A ☐ YES ☐ NO
13. Within the past five (5) years has the Applicant purchased this type of insurance coverage?  
(If "Yes", please provide information regarding any such coverage and all available loss information.) ☐ N/A ☒ YES ☐ NO
14. Are there currently, or have there historically been, any hazardous, toxic, or regulated substances stored at any of the locations for which this application for insurance is being made other than these products: Gasoline, Diesel Fuel, Motor Oil, Fuel Oil, or Kerosene? ☐ N/A ☐ YES ☒ NO
15. Were any tanks ever removed or closed in placed at the location(s) where the scheduled tanks are currently located? ☐ YES ☒ NO
- a. Will any scheduled storage tank(s) be removed, closed or upgraded at any of the facilities for which coverage is sought under this policy within the next eighteen (18) months? ☐ YES ☒ NO
16. Does the Applicant and any other parties to the proposed insurance maintain a Spill Prevention and Counter Control Plan with regard to any aboveground tanks for which coverage is sought? (If "Yes", please provide a copy of such plan.) ☐ N/A ☒ YES ☐ NO
17. Within the past five (5) years have there been any reportable spills of regulated substances, hazardous waste or any other pollutants, as defined by applicable environmental statutes or regulations, at the facility(ies) where the tanks the Applicant is seeking coverage for are located? ☐ N/A ☐ YES ☒ NO
18. Within the past ten (10) years have any repairs or upgrades been performed on any tanks? ☐ N/A ☐ YES ☒ NO
- a. Are all underground storage tanks compliant with 1998 regulations? ☐ N/A ☒ YES ☐ NO
19. Within the past five (5) years have any claims been made or legal actions (including any regulatory proceedings) been brought against the Applicant or any other party to the proposed insurance? ☐ YES ☒ NO
20. Does the Applicant or any other party to the proposed insurance have knowledge of pollution conditions at any of the proposed covered locations? ☐ YES ☒ NO
21. At the time of signing this application, is the Applicant or any other party to the proposed insurance aware of any circumstances that may reasonably be expected to give rise to a claim against any party to the proposed insurance? ☐ YES ☒ NO
22. Within the last five (5) years before the date of signing this application, has the

Applicant, any of its affiliated entities, or any person or entity proposed to be an insured filed or been the subject of any proceeding related to bankruptcy, receivership, and/or insolvency?

23. At the time of signing this application, do the Applicant, any of its affiliated entities, or any person or entity proposed to be an insured either (a) intend to commence or (b) know of any plan or threat to commence any proceeding relating to bankruptcy, receivership, and/or insolvency, whether by or against one or more of them? ☐ YES ☒ NO

*If "Yes" to Questions 14. through 23., above, provide a description of the information, claim, or circumstance.*

***\*IT IS UNDERSTOOD AND AGREED THAT IF ANY SUCH CLAIMS EXIST OR ANY SUCH FACTS OR CIRCUMSTANCES EXIST WHICH COULD GIVE RISE TO A CLAIM, THEN THOSE CLAIMS AND ANY OTHER CLAIMS ARISING FROM SUCH FACTS OR CIRCUMSTANCES ARE EXCLUDED FROM THE PROPOSED INSURANCE UNLESS OTHERWISE AFFIRMATIVELY STATED IN THE POLICY.***

BY SIGNING THIS APPLICATION, THE APPLICANT WARRANTS TO THE INSURER THAT IT AND THE OTHER PARTIES TO THIS INSURANCE, ALONG WITH ANY FOREIGN SUBSIDIARIES, WILL STRICTLY FOLLOW ANY WATER INTRUSION, MOLD-RELATED, FUNGI-RELATED OR BACTERIA-RELATED OPERATION AND MAINTENANCE PROCEDURES OR PROTOCOLS, INCLUDING ANY WATER INTRUSION, MOLD-RELATED, FUNGI-RELATED OR BACTERIA-RELATED DUE DILIGENCE PROCEDURES OR PROTOCOLS FOR THE ACQUISITION, LEASE, OPERATION, MANAGEMENT OR MAINTENANCE OF ANY PROPERTIES, WHICH WERE PROVIDED TO THE INSURER PRIOR TO THE INCEPTION OF ANY COVERAGE APPLIED FOR HEREIN. THE APPLICANT ACKNOWLEDGES THAT THE INSURER'S AGREEMENT TO PROVIDE MOLD, FUNGI AND/OR LEGIONELLA PNEUMOPHILA COVERAGE AS PART OF THE COVERAGE APPLIED FOR PURSUANT TO THIS APPLICATION IS PREDICATED UPON THE APPLICANT'S AGREEMENT TO PROVIDE THIS WARRANTY.

BY SIGNING THIS APPLICATION, THE APPLICANT WARRANTS TO THE INSURER THAT IT AND THE OTHER PARTIES TO THIS INSURANCE, ALONG WITH ANY FOREIGN SUBSIDIARIES, WILL STRICTLY FOLLOW ANY LEAD-BASED PAINT OR ASBESTOS OPERATION AND MAINTENANCE PROCEDURES OR PROTOCOLS, WHICH WERE PROVIDED TO THE INSURER PRIOR TO THE INCEPTION OF ANY SUCH COVERAGE APPLIED FOR HEREIN. THE APPLICANT ACKNOWLEDGES THAT THE INSURER'S AGREEMENT TO PROVIDE LEAD-BASED PAINT AND/OR ASBESTOS COVERAGE AS PART OF THE COVERAGE APPLIED FOR PURSUANT TO THIS APPLICATION IS PREDICATED UPON THE APPLICANT'S AGREEMENT TO PROVIDE THIS WARRANTY.

BY SIGNING THIS APPLICATION, THE APPLICANT WARRANTS TO THE INSURER THAT ALL STATEMENTS MADE IN THIS APPLICATION, INCLUDING ANY ATTACHMENTS THERETO, ABOUT THE APPLICANT AND ITS OPERATIONS ARE TRUE AND COMPLETE, AND THAT NO MATERIAL FACTS HAVE BEEN MISSTATED IN THIS APPLICATION OR CONCEALED. COMPLETION OF THIS FORM DOES NOT BIND COVERAGE. THE APPLICANT'S ACCEPTANCE OF THE INSURER'S QUOTATION IS REQUIRED BEFORE THE APPLICANT MAY BE BOUND AND A POLICY ISSUED.

**NOTICE TO APPLICANTS:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**NOTICE TO ARKANSAS, LOUISIANA, RHODE ISLAND and WEST VIRGINIA APPLICANTS:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**NOTICE TO COLORADO APPLICANTS:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder

or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**NOTICE TO DISTRICT OF COLUMBIA APPLICANTS:** WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

**NOTICE TO FLORIDA APPLICANTS:** Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

**NOTICE TO KENTUCKY APPLICANTS:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

**NOTICE TO MAINE APPLICANTS:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purposes of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

**NOTICE TO MARYLAND APPLICANTS:** Any person who knowingly and willfully presents a false or fraudulent claim for payment for a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**NOTICE TO MINNESOTA APPLICANTS:** A person who submits an application or files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

**NOTICE TO NEW JERSEY APPLICANTS:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**NOTICE TO NEW MEXICO APPLICANTS:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

**NOTICE TO NEW YORK APPLICANTS:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each violation.

**NOTICE TO OHIO APPLICANTS:** Any person who, with the intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**NOTICE TO OKLAHOMA APPLICANTS:** WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

**NOTICE TO OREGON APPLICANTS:** Any person who knowingly and with intent to defraud or solicit another to defraud an insurer: 1) by submitting an application, or 2) by filing a claim containing a false statement as to any material fact may be violating state law.

**NOTICE TO PENNSYLVANIA APPLICANTS:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**NOTICE TO TENNESSEE, VIRGINIA and WASHINGTON APPLICANTS:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

_____ Signature of Authorized Applicant	_____ Signature of Broker/Agent
_____ Kim Isaacs Print Name	_____ Johnny Fontenot Print Name
_____ Risk Manager Title	_____ March 13, 2016 Date
_____ March 13, 2016 Date	_____ Signed by Licensed Resident Agent (Where Required By Law)

ACE TankSafe<sup>SM</sup>Facility No. 1 of 9Storage Tank Liability Coverage  
Facility/Storage Tank Inventory  
UST Supplemental Worksheetquote no. Q111819Facility Name: Correctional FacilityNo. of USTs at this facility: 2Address: 5030 Hwy 69 South City: Beaumont State: TX USAZIP: 77705 Facility EPA ID #: 1 (leave blank if not applicable)

## Which form of Tank Maintenance/Record Keeping is utilized at this facility?

☐ Statistically Inventory Reconciliation with Annual Tank Tightness Testing (SIR)☐ Automatic Tank Gauging/Electronic Monitoring (ATG)Do you have a Written Tank Management Plan for this Facility? ☐ yes ☐ no

## Loss History Information for this Facility:

☒ No pollution related clean-ups or 3rd party claims at this facility in past 10 years☐ Pollution at facility in past 10 years, resolved with regulatory closureDo you utilize a 3rd party Engineering firm to provide Compliance Management Services for this Facility? ☐ yes ☒ no

Tank No.	Installation Date	Tank Construction	Tank Size (gallons)	Tank Contents
1	01/01/1991	<input checked="" type="checkbox"/> Double Walled <input type="checkbox"/> STIP 3/4 or ACT 100 <input type="checkbox"/> Fiberglass/Steel Clad <input type="checkbox"/> Bare Steel <input type="checkbox"/> Steel w/ Cathodic Protection	6000	<input checked="" type="checkbox"/> Unleaded <input type="checkbox"/> Fuel Oil <input type="checkbox"/> Diesel <input type="checkbox"/> Jet/Aviation <input type="checkbox"/> Waste Oil <input type="checkbox"/> Other
2	01/01/1991	<input checked="" type="checkbox"/> Double Walled <input type="checkbox"/> STIP 3/4 or ACT 100 <input type="checkbox"/> Fiberglass/Steel Clad <input type="checkbox"/> Bare Steel <input type="checkbox"/> Steel w/ Cathodic Protection	2500	<input type="checkbox"/> Unleaded <input type="checkbox"/> Fuel Oil <input checked="" type="checkbox"/> Diesel <input type="checkbox"/> Jet/Aviation <input type="checkbox"/> Waste Oil <input type="checkbox"/> Other

(use additional rows/pages as need)

ACE TankSafe<sup>SM</sup>Facility No. 2 of 9Storage Tank Liability Coverage  
Facility/Storage Tank Inventory  
UST Supplemental Worksheetquote no. Q111819Facility Name: SE Tx Regional AirportNo. of USTs at this facility: 0Address: 4875 Parker Drive City: Beaumont State: TX USAZIP: 77705 Facility EPA ID #: 1 (leave blank if not applicable)**Which form of Tank Maintenance/Record Keeping is utilized at this facility?**

- ☐ Statistically Inventory Reconciliation with Annual Tank Tightness Testing (SIR)  
☐ Automatic Tank Gauging/Electronic Monitoring (ATG)

Do you have a Written Tank Management Plan for this Facility? ☐ yes ☐ no**Loss History Information for this Facility:**

- ☒ No pollution related clean-ups or 3rd party claims at this facility in past 10 years  
☐ Pollution at facility in past 10 years, resolved with regulatory closure

Do you utilize a 3rd party Engineering firm to provide Compliance Management Services for this Facility? ☐ yes ☒ no

(use additional rows/pages as need)

ACE TankSafe<sup>SM</sup>Facility No. 3 of 9Storage Tank Liability Coverage  
Facility/Storage Tank Inventory  
UST Supplemental Worksheetquote no. Q111819Facility Name: Precinct 1No. of USTs at this facility: 0Address: 20205 W Hwy 90 City: China State: TX USAZIP: 77613 Facility EPA ID #: 1 (leave blank if not applicable)**Which form of Tank Maintenance/Record Keeping is utilized at this facility?**☐ Statistically Inventory Reconciliation with Annual Tank Tightness Testing (SIR)☐ Automatic Tank Gauging/Electronic Monitoring (ATG)Do you have a Written Tank Management Plan for this Facility? ☐ yes ☐ no**Loss History Information for this Facility:**☒ No pollution related clean-ups or 3rd party claims at this facility in past 10 years☐ Pollution at facility in past 10 years, resolved with regulatory closureDo you utilize a 3rd party Engineering firm to provide Compliance Management Services for this Facility? ☐ yes ☒ no

(use additional rows/pages as need)

ACE TankSafe<sup>SM</sup>Facility No. 4 of 9Storage Tank Liability Coverage  
Facility/Storage Tank Inventory  
UST Supplemental Worksheetquote no. Q111819Facility Name: Precinct 2No. of USTs at this facility: 0Address: 7759 Viterbo Road City: Beaumont State: TX USAZIP: 77705 Facility EPA ID #: 1 (leave blank if not applicable)**Which form of Tank Maintenance/Record Keeping is utilized at this facility?**☐ Statistically Inventory Reconciliation with Annual Tank Tightness Testing (SIR)☐ Automatic Tank Gauging/Electronic Monitoring (ATG)Do you have a Written Tank Management Plan for this Facility? ☐ yes ☐ no**Loss History Information for this Facility:**☒ No pollution related clean-ups or 3rd party claims at this facility in past 10 years☐ Pollution at facility in past 10 years, resolved with regulatory closureDo you utilize a 3rd party Engineering firm to provide Compliance Management Services for this Facility? ☐ yes ☒ no

(use additional rows/pages as need)

ACE TankSafe<sup>SM</sup>Facility No. 5 of 9Storage Tank Liability Coverage  
Facility/Storage Tank Inventory  
UST Supplemental Worksheetquote no. Q111819Facility Name: Precinct 3No. of USTs at this facility: 0Address: 5700 Jade Avenue City: Port Arthur State: TX USAZIP: 77640 Facility EPA ID #: 1 (leave blank if not applicable)**Which form of Tank Maintenance/Record Keeping is utilized at this facility?**☐ Statistically Inventory Reconciliation with Annual Tank Tightness Testing (SIR)☐ Automatic Tank Gauging/Electronic Monitoring (ATG)Do you have a Written Tank Management Plan for this Facility? ☐ yes ☐ no**Loss History Information for this Facility:**☒ No pollution related clean-ups or 3rd party claims at this facility in past 10 years☐ Pollution at facility in past 10 years, resolved with regulatory closureDo you utilize a 3rd party Engineering firm to provide Compliance Management Services for this Facility? ☐ yes ☒ no

(use additional rows/pages as need)

ACE TankSafe<sup>SM</sup>Facility No. 6 of 9Storage Tank Liability Coverage  
Facility/Storage Tank Inventory  
UST Supplemental Worksheetquote no. Q111819Facility Name: Precinct 4No. of USTs at this facility: 0Address: 7780 Boyt Road City: Beaumont State: TX USAZIP: 77713 Facility EPA ID #: 1 (leave blank if not applicable)**Which form of Tank Maintenance/Record Keeping is utilized at this facility?**

- ☐ Statistically Inventory Reconciliation with Annual Tank Tightness Testing (SIR)  
☐ Automatic Tank Gauging/Electronic Monitoring (ATG)

Do you have a Written Tank Management Plan for this Facility? ☐ yes ☐ no**Loss History Information for this Facility:**

- ☒ No pollution related clean-ups or 3rd party claims at this facility in past 10 years  
☐ Pollution at facility in past 10 years, resolved with regulatory closure

Do you utilize a 3rd party Engineering firm to provide Compliance Management Services for this Facility? ☐ yes ☒ no

(use additional rows/pages as need)

ACE TankSafe<sup>SM</sup>Facility No. 7 of 9Storage Tank Liability Coverage  
Facility/Storage Tank Inventory  
UST Supplemental Worksheetquote no. Q111819Facility Name: Service CenterNo. of USTs at this facility: 0Address: Jerry Ware Drive City: Nederland State: TX USAZIP: 77701 Facility EPA ID #: 1 (leave blank if not applicable)**Which form of Tank Maintenance/Record Keeping is utilized at this facility?**

- ☐ Statistically Inventory Reconciliation with Annual Tank Tightness Testing (SIR)  
☐ Automatic Tank Gauging/Electronic Monitoring (ATG)

Do you have a Written Tank Management Plan for this Facility? ☐ yes ☐ no**Loss History Information for this Facility:**

- ☒ No pollution related clean-ups or 3rd party claims at this facility in past 10 years  
☐ Pollution at facility in past 10 years, resolved with regulatory closure

Do you utilize a 3rd party Engineering firm to provide Compliance Management Services for this Facility? ☐ yes ☒ no

(use additional rows/pages as need)

ACE TankSafe<sup>SM</sup>Facility No. 8 of 9Storage Tank Liability Coverage  
Facility/Storage Tank Inventory  
UST Supplemental Worksheetquote no. Q111819Facility Name: Sabine Pass Port AuthorityNo. of USTs at this facility: 0Address: 5960 1st Avenue City: Sabine Pass State: TX USAZIP: 77655 Facility EPA ID #: 1 (leave blank if not applicable)**Which form of Tank Maintenance/Record Keeping is utilized at this facility?**

- ☐ Statistically Inventory Reconciliation with Annual Tank Tightness Testing (SIR)  
☐ Automatic Tank Gauging/Electronic Monitoring (ATG)

Do you have a Written Tank Management Plan for this Facility? ☐ yes ☐ no**Loss History Information for this Facility:**

- ☒ No pollution related clean-ups or 3rd party claims at this facility in past 10 years  
☐ Pollution at facility in past 10 years, resolved with regulatory closure

Do you utilize a 3rd party Engineering firm to provide Compliance Management Services for this Facility? ☐ yes ☒ no

(use additional rows/pages as need)

ACE TankSafe<sup>SM</sup>Facility No. 9 of 9Storage Tank Liability Coverage  
Facility/Storage Tank Inventory  
UST Supplemental Worksheetquote no. Q111819Facility Name: Sub CourthouseNo. of USTs at this facility: 0Address: 525 Lakeshore Drive City: Port Author State: TX USAZIP: 77640 Facility EPA ID #: 1 (leave blank if not applicable)**Which form of Tank Maintenance/Record Keeping is utilized at this facility?**

- ☐ Statistically Inventory Reconciliation with Annual Tank Tightness Testing (SIR)
- ☐ Automatic Tank Gauging/Electronic Monitoring (ATG)

Do you have a Written Tank Management Plan for this Facility? ☐ yes ☐ no**Loss History Information for this Facility:**

- ☒ No pollution related clean-ups or 3rd party claims at this facility in past 10 years
- ☐ Pollution at facility in past 10 years, resolved with regulatory closure

Do you utilize a 3rd party Engineering firm to provide Compliance Management Services for this Facility? ☒ yes ☐ no

(use additional rows/pages as need)

ACE TankSafe<sup>SM</sup>Facility No. 1 of 9Storage Tank Liability Coverage  
Facility/Storage Tank Inventory  
AST Supplemental Worksheetquote no. Q111819Facility Name: Correctional FacilityNo. of ASTs at this facility: 0Address: 5030 Hwy 69 South City: Beaumont State: TX USAZIP: 77705 Facility ID #: 1 (leave blank if not applicable)Type of Facility? ☐ Gas station ☐ Convenience store ☐ Marina ☐ Airport ☐ Industrial ☐ Fuel Storage/Transfer ☒ ALL OTHER FACILITY TYPESDo you have an SPCC for this Facility? ☒ yes ☐ no

## Loss History Information for this Facility:

☒ No pollution related clean-ups or 3rd party claims at this facility in past 10 years☐ Pollution at facility in past 10 years, resolved with regulatory closureDo you utilize a 3rd party Engineering firm to provide Compliance Management Services for this Facility? ☐ yes ☒ no

(use additional rows/pages as need)

ACE TankSafe<sup>SM</sup>Facility No. 2 of 9Storage Tank Liability Coverage  
Facility/Storage Tank Inventory  
AST Supplemental Worksheetquote no. Q111819Facility Name: SE Tx Regional AirportNo. of ASTs at this facility: 4Address: 4875 Parker Drive City: Beaumont State: TX USAZIP: 77705 Facility ID #: 1 (leave blank if not applicable)Type of Facility? ☐ Gas station ☐ Convenience store ☐ Marina ☒ Airport ☐ Industrial ☐ Fuel Storage/Transfer ☐ ALL OTHER FACILITY TYPESDo you have an SPCC for this Facility? ☒ yes ☐ no

## Loss History Information for this Facility:

☒ No pollution related clean-ups or 3rd party claims at this facility in past 10 years☐ Pollution at facility in past 10 years, resolved with regulatory closureDo you utilize a 3rd party Engineering firm to provide Compliance Management Services for this Facility? ☐ yes ☒ no

Tank No.	Installation Date	AST Capacity (gallons)	AST Secondary Containment	Piping Secondary Containment	Automatic Overfill/Spill Protection and/or Electronic Leak Detection?	Tank Contents
1	09/01/1999	20000	<input type="checkbox"/> Permeable <input checked="" type="checkbox"/> Impermeable <input type="checkbox"/> None	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Unleaded <input type="checkbox"/> Fuel Oil <input type="checkbox"/> Diesel <input checked="" type="checkbox"/> Jet/Aviation <input type="checkbox"/> Waste Oil <input type="checkbox"/> Other
2	09/01/1999	15000	<input type="checkbox"/> Permeable <input checked="" type="checkbox"/> Impermeable <input type="checkbox"/> None	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Unleaded <input type="checkbox"/> Fuel Oil <input type="checkbox"/> Diesel <input checked="" type="checkbox"/> Jet/Aviation <input type="checkbox"/> Waste Oil <input type="checkbox"/> Other
3	09/01/1999	15000	<input type="checkbox"/> Permeable <input checked="" type="checkbox"/> Impermeable <input type="checkbox"/> None	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Unleaded <input type="checkbox"/> Fuel Oil <input type="checkbox"/> Diesel <input type="checkbox"/> Jet/Aviation <input type="checkbox"/> Waste Oil <input checked="" type="checkbox"/> Other
2	04/06/2006	20000	<input type="checkbox"/> Permeable <input checked="" type="checkbox"/> Impermeable <input type="checkbox"/> None	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Unleaded <input type="checkbox"/> Fuel Oil <input type="checkbox"/> Diesel <input type="checkbox"/> Jet/Aviation <input type="checkbox"/> Waste Oil <input type="checkbox"/> Other

(use additional rows/pages as need)

ACE TankSafe<sup>SM</sup>Facility No. 3 of 9Storage Tank Liability Coverage  
Facility/Storage Tank Inventory  
AST Supplemental Worksheetquote no. Q111819Facility Name: Precinct 1No. of ASTs at this facility: 1Address: 20205 W Hwy 90 City: China State: TX USAZIP: 77613 Facility ID #: 1 (leave blank if not applicable)Type of Facility? ☐ Gas station ☐ Convenience store ☐ Marina ☐ Airport ☐ Industrial ☐ Fuel Storage/Transfer ☒ ALL OTHER FACILITY TYPESDo you have an SPCC for this Facility? ☒ yes ☐ no

## Loss History Information for this Facility:

☒ No pollution related clean-ups or 3rd party claims at this facility in past 10 years☐ Pollution at facility in past 10 years, resolved with regulatory closureDo you utilize a 3rd party Engineering firm to provide Compliance Management Services for this Facility? ☐ yes ☒ no

Tank No.	Installation Date	AST Capacity (gallons)	AST Secondary Containment	Piping Secondary Containment	Automatic Overfill/Spill Protection and/or Electronic Leak Detection?	Tank Contents
1	01/01/1991	4000	<input type="checkbox"/> Permeable <input checked="" type="checkbox"/> Impermeable <input type="checkbox"/> None	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Unleaded <input type="checkbox"/> Fuel Oil <input checked="" type="checkbox"/> Diesel <input type="checkbox"/> Jet/Aviation <input type="checkbox"/> Waste Oil <input type="checkbox"/> Other

(use additional rows/pages as need)

ACE TankSafe<sup>SM</sup>Facility No. 4 of 9Storage Tank Liability Coverage  
Facility/Storage Tank Inventory  
AST Supplemental Worksheetquote no. Q111819Facility Name: Precinct 2No. of ASTs at this facility: 2Address: 7759 Viterbo Road City: Beaumont State: TX USAZIP: 77705 Facility ID #: 1 (leave blank if not applicable)Type of Facility? ☐ Gas station ☐ Convenience store ☐ Marina ☐ Airport ☐ Industrial ☐ Fuel Storage/Transfer ☒ ALL OTHER FACILITY TYPESDo you have an SPCC for this Facility? ☒ yes ☐ no

## Loss History Information for this Facility:

☒ No pollution related clean-ups or 3rd party claims at this facility in past 10 years☐ Pollution at facility in past 10 years, resolved with regulatory closureDo you utilize a 3rd party Engineering firm to provide Compliance Management Services for this Facility? ☐ yes ☒ no

Tank No.	Installation Date	AST Capacity (gallons)	AST Secondary Containment	Piping Secondary Containment	Automatic Overfill/Spill Protection and/or Electronic Leak Detection?	Tank Contents
1	07/01/1999	2000	<input type="checkbox"/> Permeable <input checked="" type="checkbox"/> Impermeable <input type="checkbox"/> None	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Unleaded <input type="checkbox"/> Fuel Oil <input checked="" type="checkbox"/> Diesel <input type="checkbox"/> Jet/Aviation <input type="checkbox"/> Waste Oil <input type="checkbox"/> Other
2	07/01/1999	2000	<input type="checkbox"/> Permeable <input checked="" type="checkbox"/> Impermeable <input type="checkbox"/> None	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Unleaded <input type="checkbox"/> Fuel Oil <input type="checkbox"/> Diesel <input type="checkbox"/> Jet/Aviation <input type="checkbox"/> Waste Oil <input type="checkbox"/> Other

(use additional rows/pages as need)

ACE TankSafe<sup>SM</sup>Facility No. 5 of 9Storage Tank Liability Coverage  
Facility/Storage Tank Inventory  
AST Supplemental Worksheetquote no. Q111819Facility Name: Precinct 3No. of ASTs at this facility: 2Address: 5700 Jade Avenue City: Port Arthur State: TX USAZIP: 77640 Facility ID #: 1 (leave blank if not applicable)Type of Facility? ☐ Gas station ☐ Convenience store ☐ Marina ☐ Airport ☐ Industrial ☐ Fuel Storage/Transfer ☒ ALL OTHER FACILITY TYPESDo you have an SPCC for this Facility? ☒ yes ☐ no

## Loss History Information for this Facility:

☒ No pollution related clean-ups or 3rd party claims at this facility in past 10 years☐ Pollution at facility in past 10 years, resolved with regulatory closureDo you utilize a 3rd party Engineering firm to provide Compliance Management Services for this Facility? ☐ yes ☒ no

Tank No.	Installation Date	AST Capacity (gallons)	AST Secondary Containment	Piping Secondary Containment	Automatic Overfill/Spill Protection and/or Electronic Leak Detection?	Tank Contents
1	08/21/1992	3000	<input type="checkbox"/> Permeable <input checked="" type="checkbox"/> Impermeable <input type="checkbox"/> None	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Unleaded <input type="checkbox"/> Fuel Oil <input type="checkbox"/> Diesel <input type="checkbox"/> Jet/Aviation <input type="checkbox"/> Waste Oil <input type="checkbox"/> Other
2	08/21/1992	5000	<input type="checkbox"/> Permeable <input checked="" type="checkbox"/> Impermeable <input type="checkbox"/> None	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Unleaded <input type="checkbox"/> Fuel Oil <input type="checkbox"/> Diesel <input type="checkbox"/> Jet/Aviation <input type="checkbox"/> Waste Oil <input type="checkbox"/> Other

(use additional rows/pages as need)

ACE TankSafe<sup>SM</sup>Facility No. 6 of 9Storage Tank Liability Coverage  
Facility/Storage Tank Inventory  
AST Supplemental Worksheetquote no. Q111819Facility Name: Precinct 4No. of ASTs at this facility: 2Address: 7780 Boyt Road City: Beaumont State: TX USAZIP: 77713 Facility ID #: 1 (leave blank if not applicable)Type of Facility? ☐ Gas station ☐ Convenience store ☐ Marina ☐ Airport ☐ Industrial ☐ Fuel Storage/Transfer ☒ ALL OTHER FACILITY TYPESDo you have an SPCC for this Facility? ☒ yes ☐ no

## Loss History Information for this Facility:

☒ No pollution related clean-ups or 3rd party claims at this facility in past 10 years☐ Pollution at facility in past 10 years, resolved with regulatory closureDo you utilize a 3rd party Engineering firm to provide Compliance Management Services for this Facility? ☐ yes ☒ no

Tank No.	Installation Date	AST Capacity (gallons)	AST Secondary Containment	Piping Secondary Containment	Automatic Overfill/Spill Protection and/or Electronic Leak Detection?	Tank Contents
2	01/01/1994	2000	<input type="checkbox"/> Permeable <input checked="" type="checkbox"/> Impermeable <input type="checkbox"/> None	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Unleaded <input type="checkbox"/> Fuel Oil <input checked="" type="checkbox"/> Diesel <input type="checkbox"/> Jet/Aviation <input type="checkbox"/> Waste Oil <input type="checkbox"/> Other
1	01/01/1994	2000	<input type="checkbox"/> Permeable <input checked="" type="checkbox"/> Impermeable <input type="checkbox"/> None	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Unleaded <input type="checkbox"/> Fuel Oil <input type="checkbox"/> Diesel <input type="checkbox"/> Jet/Aviation <input type="checkbox"/> Waste Oil <input type="checkbox"/> Other

(use additional rows/pages as need)

ACE TankSafe<sup>SM</sup>Facility No. 7 of 9Storage Tank Liability Coverage  
Facility/Storage Tank Inventory  
AST Supplemental Worksheetquote no. Q111819Facility Name: Service CenterNo. of ASTs at this facility: 1Address: Jerry Ware Drive City: Nederland State: TX USAZIP: 77701 Facility ID #: 1 (leave blank if not applicable)Type of Facility? ☐ Gas station ☐ Convenience store ☐ Marina ☐ Airport ☐ Industrial ☐ Fuel Storage/Transfer ☒ ALL OTHER FACILITY TYPESDo you have an SPCC for this Facility? ☒ yes ☐ no

## Loss History Information for this Facility:

☒ No pollution related clean-ups or 3rd party claims at this facility in past 10 years☐ Pollution at facility in past 10 years, resolved with regulatory closureDo you utilize a 3rd party Engineering firm to provide Compliance Management Services for this Facility? ☐ yes ☒ no

Tank No.	Installation Date	AST Capacity (gallons)	AST Secondary Containment	Piping Secondary Containment	Automatic Overfill/Spill Protection and/or Electronic Leak Detection?	Tank Contents
1	01/05/1990	12000	<input type="checkbox"/> Permeable <input checked="" type="checkbox"/> Impermeable <input type="checkbox"/> None	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Unleaded <input type="checkbox"/> Fuel Oil <input type="checkbox"/> Diesel <input type="checkbox"/> Jet/Aviation <input type="checkbox"/> Waste Oil <input type="checkbox"/> Other

(use additional rows/pages as need)

ACE TankSafe<sup>SM</sup>Facility No. 8 of 9Storage Tank Liability Coverage  
Facility/Storage Tank Inventory  
AST Supplemental Worksheetquote no. Q111819Facility Name: Sabine Pass Port AuthorityNo. of ASTs at this facility: 1Address: 5960 1st Avenue City: Sabine Pass State: TX USAZIP: 77655 Facility ID #: 1 (leave blank if not applicable)Type of Facility? ☐ Gas station ☐ Convenience store ☒ Marina ☐ Airport ☐ Industrial ☐ Fuel Storage/Transfer ☐ ALL OTHER FACILITY TYPESDo you have an SPCC for this Facility? ☒ yes ☐ no

## Loss History Information for this Facility:

☒ No pollution related clean-ups or 3rd party claims at this facility in past 10 years☐ Pollution at facility in past 10 years, resolved with regulatory closureDo you utilize a 3rd party Engineering firm to provide Compliance Management Services for this Facility? ☐ yes ☒ no

Tank No.	Installation Date	AST Capacity (gallons)	AST Secondary Containment	Piping Secondary Containment	Automatic Overfill/Spill Protection and/or Electronic Leak Detection?	Tank Contents
1	10/14/2008	8000	<input type="checkbox"/> Permeable <input checked="" type="checkbox"/> Impermeable <input type="checkbox"/> None	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Unleaded <input type="checkbox"/> Fuel Oil <input type="checkbox"/> Diesel <input type="checkbox"/> Jet/Aviation <input type="checkbox"/> Waste Oil <input type="checkbox"/> Other

(use additional rows/pages as need)

ACE TankSafe<sup>SM</sup>Facility No. 9 of 9Storage Tank Liability Coverage  
Facility/Storage Tank Inventory  
AST Supplemental Worksheetquote no. Q111819Facility Name: Sub CourthouseNo. of ASTs at this facility: 1Address: 525 Lakeshore Drive City: Port Author State: TX USAZIP: 77640 Facility ID #: 1 (leave blank if not applicable)Type of Facility? ☐ Gas station ☐ Convenience store ☐ Marina ☐ Airport ☐ Industrial ☐ Fuel Storage/Transfer ☐ ALL OTHER FACILITY TYPESDo you have an SPCC for this Facility? ☒ yes ☐ no

## Loss History Information for this Facility:

☒ No pollution related clean-ups or 3rd party claims at this facility in past 10 years☐ Pollution at facility in past 10 years, resolved with regulatory closureDo you utilize a 3rd party Engineering firm to provide Compliance Management Services for this Facility? ☒ yes ☐ no

Tank No.	Installation Date	AST Capacity (gallons)	AST Secondary Containment	Piping Secondary Containment	Automatic Overfill/Spill Protection and/or Electronic Leak Detection?	Tank Contents
1	07/01/2005	2000	<input type="checkbox"/> Permeable <input checked="" type="checkbox"/> Impermeable <input type="checkbox"/> None	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Unleaded <input type="checkbox"/> Fuel Oil <input type="checkbox"/> Diesel <input type="checkbox"/> Jet/Aviation <input type="checkbox"/> Waste Oil <input type="checkbox"/> Other

(use additional rows/pages as need)

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## ACE American Insurance Company (?)

A.M. Best #: 002257 NAIC #: 22667 FEIN #: 952371728

Mailing Address  
P.O. Box 1000  
Philadelphia, PA 19106  
[United States](#)

Web: [www.aceusa.com](http://www.aceusa.com)  
Phone: 215-640-1000

[View Additional Address Information](#)

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.


Based on A.M. Best's analysis, [058303 - Chubb Limited](#) is the AMB Ultimate Parent and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

### Best's Credit Ratings

#### Financial Strength Rating [View Definition](#)

Rating: A++ u (Superior)  
Affiliation Code: g (Group)  
Financial Size Category: XV (\$2 Billion or greater)  
Implication: Negative  
Action: Under Review  
Effective Date: July 02, 2015  
Initial Rating Date: June 30, 1951

#### Long-Term Issuer Credit Rating [View Definition](#)

Long-Term: aa+ u  
Implication: Negative  
Action: Under Review  
Effective Date: July 02, 2015  
Initial Rating Date: August 16, 2005

u Denotes [Under Review Best's Rating](#)

### Best's Credit Rating Analyst

Rating Issued by: A.M. Best Rating Services, Inc.  
Managing Senior Financial Analyst: Jacqualee Lentz, CPA  
Assistant Vice President: Jennifer Marshall, CPCU, ARM

### Disclosure Information

 View A.M. Best's [Rating Disclosure Form](#)
 [A.M. Best Places Ratings of ACE Limited and Its Subsidiaries Under Review With Negative Implications](#)  
July 02, 2015

### Rating History

A.M. Best has provided ratings &amp; analysis on this company since 1951.


Financial Strength		Long-Term Issuer Credit	
Effective Date	Rating	Effective Date	Rating
7/2/2015	A++u	7/2/2015	aa+ u
4/30/2015	A++	4/30/2015	aa+
4/11/2014	A++	4/11/2014	aa+
6/14/2013	A+	6/14/2013	aa
6/12/2012	A+	6/12/2012	aa
6/21/2011	A+	6/21/2011	aa


### Related Financial and Analytical Data

The following links provide access to related data records that A.M. Best utilizes to provide financial and analytical data on a consolidated or branch basis.

AMB #	Company Name	Company Description
<a href="#">091291</a>	ACE American Insurance Company (BHB)	Represents the Property/ Casualty financials for the Bahrain Branch of this legal entity.
<a href="#">093314</a>	ACE American Insurance Company (KRB)	Represents the Property/ Casualty financials for the South Korea Branch of this legal entity.

### AMB Credit Reports

 [AMB Credit Report](#) - includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.  
Report Revision Date: 7/2/2015 (represents the latest significant change).

 Historical Reports are available in [AMB Credit Report Archive](#).
View additional [news, reports and products](#) for this company.

### Press Releases

Date	Title
Jul 02, 2015	<a href="#">A.M. Best Places Ratings of ACE Limited and Its Subsidiaries Under Review With Negative Implications</a>
Apr 30, 2015	<a href="#">A.M. Best Affirms Ratings for Subsidiaries of ACE Limited</a>
Apr 11, 2014	<a href="#">A.M. Best Upgrades Ratings for Most Subsidiaries of ACE Limited</a>
Jun 14, 2013	<a href="#">A.M. Best Revises Outlook to Positive for ACE Limited and Most of Its Subsidiaries</a>



## Disclaimer

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This Proposal of Insurance is to be used only as an overview of each policy written and in no way should it be used, nor is intended to be used, as a substitute for the original policy provisions. It has been prepared as a guideline for your reference only.

The policy/policies contain conditions, limitations and exclusions which may affect or limit coverage to be provided and should be reviewed by the insured to verify that coverage has been written as requested.

All of the information contained in this proposal is subject to the terms, conditions and limitations contained in the policies. Values are based on information provided by the client.

THIS DOCUMENT IS PROPRIETARY, CONFIDENTIAL AND/OR PRIVILEGED AND IS INTENDED TO BE REVIEWED ONLY BY THE INDIVIDUAL AND/OR ENTITY TO WHICH IT IS ADDRESSED. IF YOU ARE NOT THE INTENDED RECIPIENT OR A REPRESENTATIVE OF THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY REVIEW, COPYING, DISCLOSURE AND/OR DISSEMINATION OF THIS DOCUMENT OR THE INFORMATION CONTAINED HEREIN IS PROHIBITED.



## McGriff, Seibels & Williams, Inc. Compensation Statement

Our principal remuneration for the placement and service of your insurance policy(ies) will be by commission (a proportion of the premium paid that is allowed to us by the insurance company(ies)) and/or a mutually agreed fee.

You should be aware that we may receive additional income from the following sources:

- **Interest or Investment Income** earned on insurance premiums.
- **Expense Allowances or Reimbursements** from insurance companies and other vendors for (a) educational and professional development programs; (b) managing and administering certain binding authorities and other similar facilities, including claims which may arise; and (c) attendance at insurance company meetings and events; all of which we believe enable us to provide more efficient service and competitive terms to those clients for whom we consider the use of such facilities appropriate.
- **Tier II Commission** (sometimes referred to as “extra compensation”) is exclusive to the placement of employee benefits insurance and is based on premium volume of new business and/or premium retention.
- **Contingent Commission** (sometimes referred to as “profit sharing”) which can be based on profitability, premium volume, premium retention, and/or growth. If any part of your account is on a fee basis, we will not accept contingent commissions related to your account.

If you have questions or desire additional information about remuneration and other income, please contact your Agent who will put you in touch with our Senior Insurance Market Conduct Officer for assistance. If any part of your insurance program is placed through any BB&T-owned companies (including retail insurance brokers BB&T Insurance Services, Inc. and BB&T Insurance Services of California, Inc.; wholesale insurance brokers CRC Insurance Services, Inc. and Crump Life Insurance Services, Inc.; Florida domiciled insurance company, American Coastal Insurance Company; managing general underwriter AmRisc, LP; insurance premium finance company, Prime Rate Premium Finance Corporation, Inc. or affiliates; or BB&T Assurance Company, Ltd.) disclosure of that income will also be included.



## Minimum Earned Premium

### Premium Minimum & Deposit Premium Information

The following terms are often misunderstood, particularly among insureds or agents not accustomed to dealing with surplus lines insurance companies. It is important that the definitions are understood.

#### Minimum and Deposit

This is the amount of premium due at inception. Although the policy is subject to adjustment based on a rate per exposure unit, under no circumstances will the annual earned premium be less than the minimum premium. Therefore, the policy may generate an additional premium on audit, but not a return.

If such a policy is cancelled mid-term, the earned premium is the GREATER of the annual minimum times the short rate or pro-rata factor, or the actual earned as determined by audit, subject to a short rate penalty if applicable.

#### Minimum Earned Premium

A minimum earned premium endorsement can be attached to either a flat charge policy or an adjustable policy. In either case, this amount is the LEAST that will be retained by the insurance company once the policy goes into effect. The amount retained would be the GREATER of the actual earned premium whether calculated on a pro-rate or short rate basis, or the minimum earned premium.

#### Flat Cancellation

Surplus lines insurance companies normally do not allow flat cancellations. Once the policy is in effect, some premium will be earned.

If you need further explanation, please do not hesitate to contact us.



## McGriff, Seibels & Williams, Inc. Provider Security Standards

The following is a brief summary of the measures that we have taken as your broker to review and report to you objectively on the financial security of your insuring companies. Information is included on A.M. Best Company, our primary security rating source, and the internal policies and standards, which we have established to address this important issue for our customers.

**MSW Security Review** - McGriff, Seibels & Williams has established an internal "Security Review Committee" composed of senior management representatives from the Finance, Marketing, Branch, Wholesale and Administrative Divisions of the company. This committee's purpose is to develop and implement all policies, procedures and standards for the financial security of all insurers, intermediaries and associations used by MSW and its subsidiary companies.

This committee meets periodically to review the current listing of all companies, intermediaries and associations, which are actively used by MSW. It will also act on any pending requests received from throughout the company to have new Providers activated, and to deactivate any Providers that do not meet current MSW standards.

### MSW Provider Classifications:

**"Approved Provider"** is any Provider whose A.M. Best's rating is **A-** or higher. The Best's rating of an "approved" Provider must be printed on all MSW Confirmations of Coverage (Binders) and proposals delivered to clients or prospects.

**"Restricted Provider"** is any Provider whose A.M. Best's rating is lower than A-, or any Provider who is "NOT RATED BY A.M. BEST" and that Provider has not been designated an exception by the Security Review Committee. A copy of the latest Best Financial Overview Report, if available, on the Provider in question will be printed and attached at the time of proposal and at binding. Restricted Providers will be bound only upon presentation of a Standard Disclaimer Letter and signed by the client acknowledging they are authorizing MSW to place their coverage with the Provider.

**"Exception Provider"** is certain Providers with a rating lower than A-, including those companies "not rated by A.M. Best" which after review by the Security Review Committee will be acceptable security. As an exception "approved" Provider, the client will not be required to sign a Standard Disclaimer Letter. A copy of the latest Best Financial Overview Report on the Provider in question will be printed and attached to the proposal and Confirmation of Coverage (binder).

Any Provider approved by MSW receiving an A.M. Best downgrade of rating will be posted on our website ([www.mcgriff.com](http://www.mcgriff.com)). A downgrade that results in an "Approved" Provider moving to a "Restricted" Provider will be communicated to you in writing.



## A.M. Best Company

**History** - A.M. Best Company was incorporated in 1899 as the first rating agency in the world to offer reliable information on the financial condition of U.S. insurance companies. The **Best's Rating Guide** was first published in 1900, and has since become a cornerstone of the security review process by continuously evaluating the financial integrity of over 4,100 insurance companies. In 1984, the first edition of the **Best's International Rating Guide** was published, reporting on the claims-paying ability of over 950 international insurers.

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The information used by Best to rate insurance carriers is provided by the companies themselves as a part of their normal filings with the National Association of Insurance Commissioners, those states in which the company is licensed, the SEC and/or with its shareholders. Rating reviews are performed annually on each insurance company, and on an interim basis as conditions dictate.

**Best's Rating System** - The Best's rating system is designed to evaluate a wide range of objective and subjective factors that affect the overall performance of an insurance company (not applicable to associations or intermediaries). These factors deal with the company's financial strength, its operating performance and its ability to meet its financial obligations to policyholders, as follows:

- |   |  |
|---|--|
| * Profitability                         | * Spread of risk                       |
| * Quality of reinsurance program        | * Leverage/Capitalization              |
| * Quality and diversification of assets | * Liquidity                            |
| * Adequacy of policy loss reserves      | * Adequacy of policyholder's surplus   |
| * Capital structure                     | * Management experience and objectives |

**Best's Rating Symbols** - A typical Best's rating is composed of two parts. The "**Security**" portion provides an alphabetical indication of the quality of the security provided by a company to its policyholders. This rating is further defined in three categories, "Secure", "Vulnerable" or "Not Assigned". The "**Financial Size**" (FSC) portion of the Best's rating uses Roman numerals to rank companies based on the dollar amount of their policyholder's surplus and contingent reserve funds.

While comparative rankings for security or financial size by themselves may not adequately portray the complete financial health of a company, the combination of the two has proven to be reliable in predicting the ability of a company to meet its claims obligations in a timely manner, both now and in the near future. The actual rating symbols used by Best and their meanings are:

<b>"Secure" Ratings</b>	<b>A++ or A+</b>	Superior
	<b>A or A-</b>	Excellent
<b>"Vulnerable" Ratings</b>	<b>B++ or B+</b>	Good
	<b>B or B-</b>	Fair
	<b>C++ or C+</b>	Marginal
	<b>C or C-</b>	Weak
	<b>D</b>	Poor
	<b>E</b>	Under Supervision
	<b>F</b>	In Liquidation
	<b>S</b>	Suspended

**"NR" Not Rated Designation** - Assigned to companies not rated by A.M. Best.



## Financial Size Categories

I	Under \$1,000,000	VIII	100,000,000 - 250,000,000
II	1,000,000 - 2,000,000	IX	250,000,000 - 500,000,000
III	2,000,000 - 5,000,000	X	500,000,000 - 750,000,000
IV	5,000,000 - 10,000,000	XI	750,000,000 - 1,000,000,000
V	10,000,000 - 25,000,000	XII	1,000,000,000 - 1,250,000,000
VI	25,000,000 - 50,000,000	XIII	1,250,000,000 - 1,500,000,000
VII	50,000,000 - 100,000,000	XIV	1,500,000,000 - 2,000,000,000
		XV	Over \$2,000,000,000

Source: *Best's Key Rating Guide* - 2013 Edition

Bond No. POB9191880

THE STATE OF TEXAS }  
COUNTY OF Jefferson } SS:

## KNOW ALL MEN BY THESE PRESENTS:

That we, Earl White, as Principal,  
and Fidelity and Deposit Company of Maryland, as Surety,  
are held and bound unto State of Texas, Office of Governor

and his successors in office, in the sum of One Thousand Five Hundred and 00/100 (\$1,500.00) Dollars,  
for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by  
these presents.

Signed with our hands and dated this 17th day of March, 2016

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, WHEREAS, the above bounden  
Earl White

was, on the 6th day of March, 2016, duly <sup>3</sup> appointed or elected to the office  
of Constable, Precinct 1 in and for Jefferson County,  
in the State of Texas.

NOW, THEREFORE, if the said Earl White shall faithfully  
perform and discharge all the duties required of him by law as Constable, Precinct 1 aforesaid,  
and shall <sup>5</sup> "faithfully perform the duties imposed by law."

then this obligation to be void, otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, witness our hands.

Earl White

Earl White (SEAL)  
Principal

Fidelity and Deposit Company of Maryland

Surety

By Maria D. Zuniga  
Maria D. Zuniga, Attorney-in-Fact

THE STATE OF TEXAS } SS:  
COUNTY OF \_\_\_\_\_

Before me, \_\_\_\_\_ on this day personally appeared  
Earl White, known to me to be the person whose name is subscribed  
to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 17th day of March, 2016



Volena Chatman

Notary Public

THE STATE OF TEXAS } SS:  
COUNTY OF Harris

Before me, the undersigned authority, in and for said County and State, on this day personally appeared  
Maria D. Zuniga, known to me to be the person whose name is subscribed to the foregoing  
instrument, and acknowledged to me that he executed the same as the act and deed of Fidelity and Deposit Company of Maryland  
and as the Attorney-in-Fact thereof, and for the purposes and  
and considerations therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this 17th day of March, 2016



Melanie Hill

Notary Public

Melanie Hill

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Vickie LACY, Richard COVINGTON, Maria D. ZUNIGA, Marc W. BOOTS, P. T. OSBURN and Joseph R. AULBERT, all of Houston, Texas, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings, EXCEPT bonds on behalf of Independent Executors, Community Survivors and Community Guardians.** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 28th day of January, A.D. 2016.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



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

*Secretary*

*Eric D. Barnes*

*Thomas O. McClellan*

*Vice President*

*Thomas O. McClellan*

**State of Maryland  
County of Baltimore**

On this 28th day of January, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Constance A. Dunn*



Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2019

### EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 17th day of March, 20 16.



*Gerald F. Haley*

Gerald F. Haley, Vice President

OATH OF OFFICE  
(COUNTY JUDGE OR COUNTY COMMISSIONER)

"I, \_\_\_\_\_,  
do solemnly swear (or affirm), that I will faithfully execute the duties of the office of \_\_\_\_\_  
County of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this  
State; and I furthermore solemnly swear (or affirm), that I have not directly or indirectly paid, offered, or promised to pay, contributed, nor promised to  
contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at  
which I was elected, and I furthermore solemnly swear (or affirm), that I will not be, directly or indirectly, interested in any contract with, or claim against  
the County, except such warrants as may issue to me as fees of office. So help me God."

(Signed) \_\_\_\_\_

Sworn to and subscribed before me, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

OATH OF OFFICE  
(GENERAL)

I, Earl White

do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Constable  
Precinct 1 of Jefferson County  
County of the State of Texas, and will to the best of my ability, preserve, protect, and defend the Constitution and laws of the United States and of this  
State; and I furthermore solemnly swear (or affirm), that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to  
contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at  
which I was elected. So help me God.

(Signed) Earl White

Sworn to and subscribed before, this 15th day of March, 2016

Valeria Watson

THE STATE OF TEXAS }  
COUNTY OF \_\_\_\_\_ } SS:



The foregoing bond of \_\_\_\_\_

as \_\_\_\_\_ in and for \_\_\_\_\_ County and State of  
Texas, this day approved in open Commissioner's Court.

Date \_\_\_\_\_, \_\_\_\_\_ County Judge

ATTEST:

\_\_\_\_\_, Clerk,

County Court, \_\_\_\_\_ County

THE STATE OF TEXAS }  
COUNTY OF \_\_\_\_\_ } SS:

I, \_\_\_\_\_, County Clerk, in and for said County, do hereby certify that the foregoing  
Bond dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, with its certificates of authentication, was  
filed for record in my office the \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_ o'clock  
\_\_\_\_\_, and duly recorded the \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_ o'clock  
in the Records of Official Bonds of said County, in Vol. \_\_\_\_\_ page \_\_\_\_\_

WITNESS my hand and the seal of the County Court of said County, at office in \_\_\_\_\_, Texas,  
the day and year last above written.

\_\_\_\_\_, Clerk  
County Court, \_\_\_\_\_ County

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

**Special, March 21, 2016**

There being no further business to come before the Court at this time,  
same is now here adjourned on this date, March 21, 2016