

**REGULAR, 9/12/2016 1:30:00 PM**

BE IT REMEMBERED that on September 12, 2016, there was begun and holden a REGULAR session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable G. Mitch Woods, Sheriff

Honorable Carolyn L. Guidry , County Clerk

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

*Notice of Meeting and Agenda and Minutes*  
*September 12, 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  
September 12, 2016**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **12th** day of **September 2016** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

Said meeting will be a **Regular** 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:

WORKSHOP-Following Commissioners' Court-To receive information to evaluate SMG for management of the Ford Park Complex for Jefferson County.

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

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

## **PURCHASING:**

1. Consider and approve specifications for Invitation for Bid (IFB 16-027/JW), Road Improvements for Jefferson County Phase II (County Transportation Infrastructure Fund). This project is funded by County Energy Transportation Reinvestment Zone (CERTZ).

**SEE ATTACHMENTS ON PAGES 12 - 61**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

2. Consider and approve award for (IFB 16-022/JW), Taxiway D Reconstruction (2016) at Jack Brooks Regional Airport to ALLCO, LLC in the amount of \$2,207,225.00. The execution of a contract for this project is pending AIP # 32 grant application.

**SEE ATTACHMENTS ON PAGES 62 - 64**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

3. Consider and approve award for (IFB 16-021/JW), Sale of Land Located at Viterbo Road (Known as "Precinct No. 2 Rock Yard") in Jefferson County to TNT Capital, Ltd., in the amount of \$30, 150.00.

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: NOT APPROVED**

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

**SEE ATTACHMENTS ON PAGES 65 - 66**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

## **COUNTY AIRPORT:**

5. Consider, possibly approve, and authorize the County Judge to execute the application for FAA AIP Grant # 32 in the amount of \$2,481,218.00 with FAA funds providing \$2,233,096.20 and local match providing \$248,121.80. (Grant projects include Taxiway D reconstruction Phase III, Replace Beacon, Taxiway D Phase III Design, and Taxiway D Phase IV Design.)

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

6. Consider and possibly approve FY2017 TxDOT Routine Airport Maintenance Program (RAMP) Grant for the Jack Brooks Regional Airport. This grant will be used for the maintenance and improvement of airport pavements, signage, drainage, fencing, herbicides, hangars and terminal buildings.(This grant is a 50% match, up to \$50,000)

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

## **COUNTY AUDITOR:**

7. Consider and approve budget transfer - Road & Bridge Pct. 2 - purchase gate and metal awnings for rock yard in LaBelle

112-0208-431-6014	BUILDINGS AND STRUCTURES	\$10,148.00	
112-0202-431-3079	CRUSHED STONE		\$10,148.00

**SEE ATTACHMENTS ON PAGES 67 - 67**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

8. Consider and approve budget transfer - County Clerk - purchase laptop

120-1014-414-6002	COMPUTER EQUIPMENT	\$949.00	
120-1014-414-3078	OFFICE SUPPLIES		\$949.00



*Notice of Meeting and Agenda and Minutes*  
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**SEE ATTACHMENTS ON PAGES 68 - 68**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

9. Consider and approve budget transfer - Agriculture - purchase 12 cost share tablets

120-4071-461-6002	COMPUTER EQUIPMENT	\$400.00	
120-4071-461-3084	MINOR EQUIPMENT		\$400.00

**SEE ATTACHMENTS ON PAGES 69 - 70**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

10. Consider and approve budget transfer – Dispute Resolution Center– purchase three file cabinets.

120-2060-412-3084	MINOR EQUIPMENT	\$710.00	
120-2060-412-5066	VOLUNTEER TRAINING		\$710.00

**SEE ATTACHMENTS ON PAGES 71 - 71**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

11. Consider and approve budget transfer – Port Arthur Maintenance – additional cost for electricity.

120-6084-416-4056	ELECTRICITY	\$12,000.00	
120-6084-416-1072	MAINTENANCE CREW		\$12,000.00

**SEE ATTACHMENTS ON PAGES 72 - 72**

**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*  
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12. Consider and approve budget transfer – Veterans – additional cost for employee insurance.

120-8096-419-2003	EMPLOYEES' INSURANCE	\$1,000.00	
120-8096-419-1002	ASSISTANTS & CLERKS		\$1,000.00

**SEE ATTACHMENTS ON PAGES 73 - 73**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

13. Execute, receive and file Inter-local Agreement between Jefferson County, Texas and the Port Arthur Independent School District regarding the provisions of A.S.A.P. Deputy Constables. The contract period is 10/01/2016 to 09/30/2017.

**SEE ATTACHMENTS ON PAGES 74 - 78**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

14. Consider and approve acceptance of 2016 Port Security Grant and authorize County Auditor to submit required acceptance forms through FEMA's ND Grant system. Grant is for \$285,768 with a match of \$71,442. This match will be funded with \$65,288 from County funds and \$6,154 from Marine Unit Division.

**SEE ATTACHMENTS ON PAGES 79 - 87**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

15. Consider and approve Sheriff and Constables' Fees to be effective January 1, 2017.

**SEE ATTACHMENTS ON PAGES 88 - 90**

**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*  
*September 12, 2016*

16. Regular County Bills - check #424402 through checks #424613(09/05/16) and check #424614 through checks #424887(09/12/16).

**SEE ATTACHMENTS ON PAGES 91 - 111**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

**COUNTY CLERK:**

17. Consider and possibly approve, receive and file, amended Billing/Lease rates for political subdivisions for election equipment, programming costs, ballot printing and supplies. Proposal is to increase programming fees and to include costs for election kits, large signs, mail ballot kits, supplies, and cell phones. Proposed rates for electronic voting equipment are unchanged.

**SEE ATTACHMENTS ON PAGES 112 - 112**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

18. Consider and possibly approve, execute, receive and file Joint Election Agreement with the City of Port Arthur for the November 8, 2016, election.

**SEE ATTACHMENTS ON PAGES 113 - 132**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

*Notice of Meeting and Agenda and Minutes*  
*September 12, 2016*

19. Consider and possibly approve, execute, receive and file Lease Agreement with the City of Port Arthur for additional election equipment for the November 8, 2016, Joint Election.

**SEE ATTACHMENTS ON PAGES 133 - 134**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

**COUNTY COMMISSIONERS:**

20. Consider, possibly approve an Order pursuant to Section 130.908.

**SEE ATTACHMENTS ON PAGES 135 - 135**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

21. Consider, possibly approve a Proclamation for Suicide Awareness Month.

**SEE ATTACHMENTS ON PAGES 136 - 137**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

22. Consider, possibly approve a Resolution Opposing Unfunded Mandates.

**SEE ATTACHMENTS ON PAGES 138 - 139**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

23. Consider, possibly approve a Proclamation for Family Mealtime.

**SEE ATTACHMENTS ON PAGES 140 - 140**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

24. Consider, possibly approve a Proclamation for Child Passenger Safety Week.

**SEE ATTACHMENTS ON PAGES 141 - 141**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

25. Consider and possibly adopt a Resolution recognizing Mr. Lavon L. Jones for his dedicated service as a valuable asset of Jefferson County and wishing him well in his retirement.

**SEE ATTACHMENTS ON PAGES 142 - 142**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

26. Consider and possibly approve a Proclamation for National Recovery Month.

**SEE ATTACHMENTS ON PAGES 143 - 143**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

27. Consider and possible approve the resignation of Lavon Jones as Commissioner to the Jefferson County Emergency Services District #1 effective immediately.

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

28. Consider and possible approve the appointment of Hoyt A. Simmons as Commissioner to the Jefferson County Emergency Services District #1 (J.C.E.S.D. #1) Board of Commissioners to fill the unexpired term of Lavon Jones. Term ends December 31, 2017.

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

## **COUNTY TREASURER:**

29. Receive and File Investment Schedule for August, 2016, including the year to date total earnings on County funds.

**SEE ATTACHMENTS ON PAGES 144 - 146**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

## **ENGINEERING:**

30. Consider and possibly approve a Minor Plat of Lots 1, 2, and 3 for Weldon Leger Estates, being 8.138 acres of land out of the James Gerrish, Jr. Survey located off of Turner Road in Precinct 1.

**SEE ATTACHMENTS ON PAGES 147 - 148**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

## **JUVENILE PROBATION:**

31. Consider and possibly approve an additional 90 days extended leave without pay for Crystal Blue.

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

## **Other Business:**

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

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

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



# 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

September 12, 2016

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 16-027/JW, Road Improvements for Jefferson County Phase II (County Transportation Infrastructure Fund). **Specifications for this project may be obtained for a non-refundable fee of \$25.00 from the Jefferson County Engineering Department, 1149 Pearl Street, 5<sup>th</sup> Floor, Beaumont, Texas. Contact Mr. Donald Rao at 409-835-8584.**

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

**BID NAME:** Road Improvements for Jefferson County Phase II (County Transportation Infrastructure Fund)

**BID NO:** IFB 16-027/JW

**DUE DATE/TIME:** 11:00 AM CDT, Tuesday, October 4, 2016

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

There will be a **Mandatory Pre-bid Conference** at 10:00 AM CDT on Tuesday, September 27, 2016, at the Jefferson County Engineering Department Conference Room located on the 5<sup>th</sup> floor of the Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas 77701.

The County shall require the bidder to furnish a bid security in the amount of five percent (5%) of the total contract cost. The bid bond must be executed with a surety company authorized to do business in the State of Texas. Within ten (10) days after the date of the signing of a contract, the bidder shall furnish a performance bond to the County for the full amount of the contract, if the contract exceeds one hundred thousand dollars (\$100,000). If the contract is for one hundred thousand dollars (\$100,000) or less, the County may provide that no money be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County. 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.

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 – September 14<sup>th</sup> and 21<sup>st</sup>, 2016



**IFB 16-027/JW**  
**Road Improvements for Jefferson County Phase II**  
**(County Transportation Infrastructure Fund)**  
**Bids due: 11:00 AM CDT, Tuesday, October 4, 2016**

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**BID SUBMISSIONS:** Bidder is responsible for submitting (1) one original completed copy of this bid specifications packet in its entirety (all pages of this packet), and (2) two copies to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid and any other documentation requested within these specifications.

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

## 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, 1<sup>st</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 judgment 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 23 & 26	Friday & Monday	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 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 to right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

### **3. Purchase Orders and Payment**

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

**3.2 Invoices.** All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the



invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

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

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

#### **4. Contract**

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

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

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

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

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

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

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

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

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

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

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

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

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

## Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

### 1. Bid Requirement

Each bidder shall ensure that required parts of the bid are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

**Bidder is responsible for submitting (1) one original completed copy of this bid specifications packet in its entirety (all pages of this packet), and (2) two copies to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid and any other documentation requested within these specifications.**

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.

### 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
Excess Liability	\$1,000,000.00
<u>Property Insurance (policy below that is applicable to this project):</u>	
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.

## 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.**

# FEDERAL LABOR STANDARDS PROVISIONS

U.S. Department of Housing  
And Urban Development

## Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

**(ii) (a)** Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

**(1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and

**(2)** The classification is utilized in the area by the construction industry; and

**(3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

**(b)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215- 0140.)

**(c)** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**(d)** The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1) (ii) (b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

**(iii)** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

**(iv)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract,



HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)**

**(b)** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

**(1)** That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

**(2)** That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

**(3)** That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

**(c)** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

**(d)** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

**(iii)** The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and Trainees.**

**(i) Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio

of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(ii) Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(ii)** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(iii)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be

instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

**(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

**(3)** The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

## 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 16-027/JW, Road Improvements for Jefferson County Phase II  
(County Transportation Infrastructure Fund)

**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 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.**

## **SAMPLE CONTRACT**

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the County of Jefferson, Texas represented by the County Judge, party of the first part, and \_\_\_\_\_ his/their executors, administrators, heirs, successors or assigns, the Contractor, party of the second part.

**WHEREAS**, the County desires to enter into a contract for IFB 16-027/JW, Road Improvements for Jefferson County Phase II (County Transportation Infrastructure Fund) as shown and described in the Contract Documents (to include plans, drawings, specifications, addenda, special provisions, and this Contract document itself) included herein, and

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

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

### **CONTRACTOR'S REPRESENTATIONS:**

In order to induce Jefferson County to enter into this Agreement, Contractor makes the following representations:

Contractor has examined and carefully studied the Contract Documents (including plans, drawings, specifications, addenda, special provisions) identified in the Bidding Documents.

Contractor has visited the Site and/or become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.

Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

Contractor is aware of the general nature of any work to be performed by Jefferson County and the others at the Site that relates to the Work as indicated in the Contract Documents.

Contractor has given Jefferson County written notice of all conflicts, errors, ambiguities, or discrepancies that contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer or Purchasing Department is acceptable to the Contractor.

The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

**LIQUIDATED DAMAGES:**

Liquidated damages will not be paid as part of this Contract.

**CONTRACT PRICE:**

Jefferson County shall pay Contractor the amount of \$ \_\_\_\_\_ for completion of the Work in accordance with Contract Documents including plans, specifications, addenda, and special provisions for Project: IFB 16-027/JW, Road Improvements for Jefferson County Phase II (County Transportation Infrastructure Fund).

All specific cash allowances are included in the above price and have been calculated in accordance with bid specifications and addenda (if applicable).

**CONTRACT TIMES:**

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

**The work to be constructed under this contract shall be completed in 30 working days.**

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

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

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

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

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

**COUNTY OF JEFFERSON**

Party of the First Part

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

By: \_\_\_\_\_  
 Jeff R. Branick, County Judge

RECOMMENDED FOR EXECUTION:

\_\_\_\_\_  
 Don Rao, Director of Engineering

**CONTRACTOR**

Party of the Second Part

By: \_\_\_\_\_  
 Printed Name & Title

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Firm/Company Name

ATTEST: \_\_\_\_\_ DATE: \_\_\_\_\_  
 Carolyn L. Guidry, County Clerk



## NOTICE TO THE BIDDER

The 2004 Texas Department of Transportation specifications have been incorporated by reference for this project. Any reference to "TxDOT", or the "State", or the "Department" as owner of this project shall be interpreted as reference to "Jefferson County".

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

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

Name of Bidder: \_\_\_\_\_

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

\$ \_\_\_\_\_  
**Total Base Bid Amount**

\$ \_\_\_\_\_  
**Total Additive Alternate 1 Bid Amount**

\$ \_\_\_\_\_  
**Total Additive Alternate 2 Bid Amount**

\$ \_\_\_\_\_  
**Total Additive Alternate 3 Bid Amount**

# BID FORM INSTRUCTIONS SHEET

## **BID FORM INSTRUCTIONS:**

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

In the "Item Total" Column: Write in the Numbers of the Item Total.

**The Item Total should equal** the Unit Bid Price multiplied by the Approx. Quantities

Example: You want to bid \$15.00 per LF for Removing Conc (Curb)

Note the Item Total is calculated by: \$15.00 (Unit Bid Price) X 466.00 (Approx. Quantities) = \$6,990.00

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

ALT.	ITEM CODE			UNIT BID PRICE ONLY	UNIT	APPROX. QUANTITIES	ITEM TOTAL
	ITEM NO.	CODE	S.P. NO.				
	104	2021		REMOVING CONC (CURB)	LF	466.00	
				<div><div><div><div></div><div><i>Fifteen</i></div><div></div></div><div>AND <i>No</i></div></div><div><div></div><div></div><div></div></div></div> <div>PLS EXAMPLE CENTS</div>			<i>\$6,990.00</i>

Unit price for each linear foot of Concrete Curb Removed

## Bid Form

ALT.	ITEM CODE			UNIT BID PRICE ONLY WRITTEN IN WORDS	UNIT	APPROX. QUANTITIES	ITEM TOTAL
	ITEM NO.	CODE	S.P. NO.				
				<b><u>BASE BID</u></b>			
	0110	2001		EXCAVATION (ROADWAY) _____ D LRS AND _____ CENTS	CY	38.80	
	0361	2017		FULL-DEPTH REPAIR CPJR (6") _____ D LRS AND _____ CENTS	SY	697.30	
	0500	2001		MOBILIZATION _____ D LRS AND _____ CENTS	LS	1.00	
	0502	2001		BARRICADES, SIGNS AND TRAF HANDLING _____ D LRS AND _____ CENTS	MO	2.00	
				Note - This total should match the "Total Base Bid Amount" shown on the Notice to the Bidder sheet		TOTAL BASE BID =	
				<b><u>ADDITIVE ALTERNATE 1</u></b>			
	0110	2001		EXCAVATION (ROADWAY) _____ D LRS AND _____ CENTS	CY	11.40	
	0361	2017		FULL-DEPTH REPAIR CPJR (6") _____ D LRS AND _____ CENTS	SY	205.60	
				Note - This total should match the "Total Additive Alternate 1 Bid Amount" shown on the Notice to the Bidder sheet		TOTAL ADD. ALT. 1 =	

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

## Bid Form (Continued)

				<b><u>ADDITIVE ALTERNATE 2</u></b>			
	0110	2001		EXCAVATION (ROADWAY) _____ DLRS AND _____ CENTS	CY	9.00	
	0361	2017		FULL-DEPTH REPAIR CPJR (6") _____ DLRS AND _____ CENTS	SY	161.40	
				Note - This total should match the "Total Additive Alternate 2 Bid Amount" shown on the Notice to the Bidder sheet		TOTAL ADD. ALT. 2 =	
				<b><u>ADDITIVE ALTERNATE 3</u></b>			
	0110	2001		EXCAVATION (ROADWAY) _____ DLRS AND _____ CENTS	CY	13.10	
	0361	2017		FULL-DEPTH REPAIR CPJR (6") _____ DLRS AND _____ CENTS	SY	235.50	
				Note - This total should match the "Total Additive Alternate 3 Bid Amount" shown on the Notice to the Bidder sheet		TOTAL ADD. ALT. 3 =	

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

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

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

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

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

## Vendor References

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

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

### REFERENCE ONE

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

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

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

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

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

### REFERENCE TWO

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

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

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

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

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

### REFERENCE THREE

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

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

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

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

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

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

## Signature Page

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

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

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

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

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

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

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

# Conflict of Interest Questionnaire

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor doing business with local governmental entity</b>		<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>    <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="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> </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><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></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>		<p style="text-align: center;"><b>OFFICE USE ONLY</b></p> <p>Date Received _____</p>
<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>	<p><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></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 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.</p> <p style="text-align: right; margin-right: 100px;">_____ Signature of Local Government Officer</p> <p>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

**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: ☐ Yes ☐ No

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

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

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

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

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

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

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

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

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

Street	City	State	Zip

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

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

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

Printed Name of Contractor Representative	Signature of Representative	Date
---	-----------------------------	------

Printed Name of HUB	Signature of Representative	Date
---------------------	-----------------------------	------

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

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

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

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

**PAGE 1 OF 4**

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

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

☐ Yes    ☐ No

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

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

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

Street City State Zip

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

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

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

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

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

**FOR HUB OFFICE USE ONLY:**

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

## PART I. HUB 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.**

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

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

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

E-mail address: \_\_\_\_\_

Page 39 of 50

## 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**

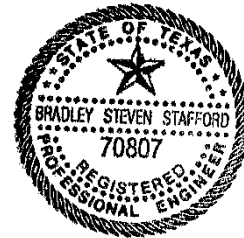
\* This is the property amount identification number assigned by the Jefferson County Appraisal District.

\*\* 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.**

## ENGINEER SEAL

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



**The seal appearing on this document was authorized by Bradley Steven Stafford, P.E. September 6, 2016**



## **GENERAL NOTES:**

In addition to providing a Contractor's Responsible Person and a phone number for emergency contact, have an employee available to respond on the project for emergencies and for taking corrective measures within 30 minutes.

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

Place no construction signs in conflict with existing signs. If placement of construction signs for contract blocks existing signs, make adjustments with confirmation from the Engineer.

The contractor shall notify and coordinate with each utility company when work is being done in the vicinity of any utility lines.

Verify material quantities and dimensions prior to ordering materials.

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

### **Item 6: Control of Materials**

The Contractor will be responsible for all testing or having testing performed by an acceptable testing company. Consider this work to be subsidiary to the various bid items of the contract.

### **Item 7: Legal Relations and Responsibilities**

Furnish all materials, labor and incidentals required to provide for traffic across the roadway and for temporary ingress and egress to private property in accordance with article 7.7 of the standard specifications at no additional cost to the county. Consider this work to be subsidiary to the various bid items of the contract.

### **Item 361: Full-Depth Repair of Concrete Pavement**

Base material and curbing will not be paid for directly, but will be considered subsidiary to this Item.

The base material will be a 2" sand cushion in accordance with the standard for Embankment (Ord Comp) (Ty A).

Match existing curbing whenever present.

### **Item 502: Barricades, Signs, and Traffic Handling**

Construct all work zone signs, sign supports, and barricades from material other than wood unless approved by the Engineer. Galvanize steel supports if used. Aluminum signs, if used, shall meet the following minimum thickness requirements:

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

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

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

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

A traffic control plan for one-lane two-way traffic is shown in the plans for reference. The contractor shall submit a proposed traffic control plan for approval by the Engineer prior to starting construction.

## GOVERNING SPECIFICATIONS

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

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

ITEMS 1 TO 9 INCL., GENERAL REQUIREMENTS AND COVENANTS

ITEM 110 EXCAVATION (132)

ITEM 361 FULL-DEPTH REPAIR OF CONCRETE PAVEMENT (360),(421),(440)

ITEM 500 MOBILIZATION

ITEM 502 BARRICADES, SIGNS AND TRAFFIC HANDLING

SPECIAL PROVISIONS:

WAGE RATES

SPECIAL SPECIFICATIONS:

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

## WAGE RATES

### Compliance with Davis-Bacon Act

All laborers and mechanics employed upon the work covered by this Contract shall be paid unconditionally and not less often than once each week, and without subsequent deduction or rebate on any account (except such payroll deductions as are made mandatory by law and such other payroll deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to the Anti-Kickback Act hereinafter identified), the full amount due at time of payment computed at wage rates not less than those contained in the wage determination decision of said Secretary of Labor **(a copy of which follows and is herein incorporated by reference)**, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics. All laborers and mechanics employed upon such work shall be paid in cash, except that payment may be by check if the employer provides or secures satisfactory facilities approved by the City/County for the cashing of the same without cost or expense to the employee. For the purpose of this clause, contributions made or costs reasonably anticipated under Section 1 (b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section 5.5 (a) (1) (iv) of Title 29, Code of Federal Regulations. Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

The Contractor and its subcontractors shall not, by any means, induce any person employed in the construction, completion, or repair of public work, give up any part of the compensation to which he or she is otherwise entitled. The City/County must report all suspected or reported violations to the Texas Department of Transportation.

Superseded General Decision Number: TX20150056

State: Texas

Construction Type: Highway

Counties: Austin, Brazoria, Chambers, Fort Bend, Galveston, Hardin, Harris, Jefferson, Liberty, Montgomery, Orange, San Jacinto and Waller Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/08/2016

\* SUTX2011-013 08/10/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving and Structures).....	\$ 12.98	
ELECTRICIAN.....	\$ 27.11	
FORM BUILDER/FORM SETTER		
Paving & Curb.....	\$ 12.34	
Structures.....	\$ 12.23	
LABORER		
Asphalt Raker.....	\$ 12.36	
Flagger.....	\$ 10.33	
Laborer, Common.....	\$ 11.02	
Laborer, Utility.....	\$ 11.73	
Pipelayer.....	\$ 12.12	

Work Zone Barricade  
 Servicer.....\$ 11.67

PAINTER (Structures).....\$ 18.62

POWER EQUIPMENT OPERATOR:

Asphalt Distributor.....\$ 14.06  
 Asphalt Paving Machine.....\$ 14.32  
 Broom or Sweeper.....\$ 12.68  
 Concrete Pavement  
 Finishing Machine.....\$ 13.07  
 Concrete Paving, Curing,  
 Float, Texturing Machine....\$ 11.71  
 Concrete Saw.....\$ 13.99  
 Crane, Hydraulic 80 Tons  
 or less.....\$ 13.86  
 Crane, Lattice boom 80  
 tons or less.....\$ 14.97  
 Crane, Lattice boom over  
 80 Tons.....\$ 15.80  
 Crawler Tractor.....\$ 13.68  
 Excavator, 50,000 pounds  
 or less.....\$ 12.71  
 Excavator, Over 50,000  
 pounds.....\$ 14.53  
 Foundation Drill, Crawler  
 Mounted.....\$ 17.43  
 Foundation Drill, Truck  
 Mounted.....\$ 15.89  
 Front End Loader 3 CY or  
 Less.....\$ 13.32  
 Front End Loader, Over 3 CY.\$ 13.17  
 Loader/Backhoe.....\$ 14.29  
 Mechanic.....\$ 16.96  
 Milling Machine.....\$ 13.53  
 Motor Grader, Fine Grade....\$ 15.69  
 Motor Grader, Rough.....\$ 14.23  
 Off Road Hauler.....\$ 14.60  
 Pavement Marking Machine....\$ 11.18  
 Piledriver.....\$ 14.95  
 Roller, Asphalt.....\$ 11.95  
 Roller, Other.....\$ 11.57  
 Scraper.....\$ 13.47  
 Spreader Box.....\$ 13.58

Servicer.....\$ 13.97

Steel Worker

Reinforcing Steel.....\$ 15.15  
 Structural Steel Welder.....\$ 12.85  
 Structural Steel.....\$ 14.39

TRUCK DRIVER

Low Boy Float.....\$ 16.03  
 Single Axle.....\$ 11.46  
 Single or Tandem Axle Dump..\$ 11.48

Tandem Axle Tractor w/Semi  
Trailer.....\$ 12.27

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

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

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

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed  
in dotted lines beginning with characters other than "SU" or  
"UAVG" denotes that the union classification and rate were  
prevailing for that classification in the survey. Example:  
PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of  
the union which prevailed in the survey for this  
classification, which in this example would be Plumbers. 0198  
indicates the local union number or district council number  
where applicable, i.e., Plumbers Local 0198. The next number,  
005 in the example, is an internal number used in processing  
the wage determination. 07/01/2014 is the effective date of the  
most current negotiated rate, which in this example is July 1,  
2014.

Union prevailing wage rates are updated to reflect all rate  
changes in the collective bargaining agreement (CBA) governing  
this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that  
no one rate prevailed for this classification in the survey and  
the published rate is derived by computing a weighted average  
rate based on all the rates reported in the survey for that  
classification. As this weighted average rate includes all  
rates reported in the survey, it may include both union and

non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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



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

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

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

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

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

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

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

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END OF GENERAL DECISION



12141 Wickchester Lane  
Suite 640  
Houston, TX 77079  
TEL 713.491.8333  
FAX 713.395.5486  
www.GarverUSA.com

August 31, 2016

Mr. Alex Rupp  
Jack Brooks Regional Airport  
5000 Jerry Ware Blvd.  
Beaumont, TX 77705

Re: JACK BROOKS REGIONAL AIRPORT – Taxiway 'D' Reconstruction (2016) Taxiway 'F' to 'H'  
Recommendation of Award

Dear Mr. Rupp:

Bids were received for the Jack Brooks Regional Airport Taxiway 'D' Reconstruction (2016) project at the Jefferson County Courthouse at 11:00 am on August 23, 2016. A tabulation of the bids received is enclosed with this letter. For this project, our estimate of the bid was \$2,483,625.00.

We have reviewed the bid proposal for compliance with the "Instructions to Bidders". Each bid was to include the following.

- ☐ Bid Bond
- ☐ Completed Proposal
- ☐ Acceptance of Addenda
- ☐ Statement of Bidder's Qualifications

A total of four bids were received on the project; and all bidders provided the required information. The bids have been evaluated based on the total amount bid. In our review of the bids, we found mathematical errors in the bids submitted by Excavation and Construction and L&L General Contracting, and one bidder (APAC-Texas) neglected to fill in their bid price in words on one pay item. The Jefferson County Purchasing Department, as well as the bid documents informed all bidders that errors in their bids would subject them to being declared non-responsive. We agree with the Purchasing Department's position on this and agree that the apparent low bidder, Excavation and Construction, Inc., be declared non-responsive due to their error in the bid. The second lowest bidder, ALLCO, submitted a base bid in the amount of \$2,207,225.00 for a total bid of \$2,207,225.00. We found no errors in the ALLCO bid.

Based on these findings we feel that it is in the best interest of Jefferson County and Jack Brooks Regional Airport to award the Taxiway 'D' Reconstruction (2016) contract to ALLCO, of Beaumont, Texas.

Please contact me if you have any questions.

Sincerely,

Garver, LLC

  
Thomas D Dodson, PE  
Senior Project Manager

Attachments: Bid Tabulation

JACK BROOKS REGIONAL AIRPORT  
TAXIWAY D RECONSTRUCTION (2016)  
BID TABULATION -SCHEDULE 1  
BID OPENING: 8/23/2016; 11:00 AM

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE		Excavation and Construction			ALLCO Inc			APAC - Texas			L & L General Contr		
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT		
1	Sect 105	MOBILIZATION		1	\$5,000.00	\$5,000.00												
2	SS-120-1	SITE PREPARATION	L.S.	1	\$150,000.00	\$150,000.00			\$104,500.00 \$30,931.56	\$72,000.00 \$58,000.00	\$72,000.00 \$58,000.00	\$60,450.00 \$258,000.00	\$60,450.00 \$258,000.00	\$290,000.00 \$240,000.00	\$290,000.00 \$240,000.00	\$290,000.00 \$240,000.00	\$290,000.00 \$240,000.00	
3	SS-120-2	LIGHTED RUNWAY CLOSURE MARKERS	DAY	10	\$8,000.00	\$80,000.00			\$444.71	\$275.00	\$2,750.00	\$10,500.00	\$10,500.00	\$504.00	\$5,040.00	\$5,040.00	\$5,040.00	
4	D-701-1	30" STORMWATER PIPE	L.F.	292	\$125.00	\$36,500.00			\$74.91	\$95.00	\$27,740.00	\$38,836.00	\$38,836.00	\$108.00	\$31,536.00	\$31,536.00	\$31,536.00	
5	D-701-2	REMOVAL OF 30" CONCRETE PIPE	L.F.	390	\$15.00	\$5,850.00			\$3.77	\$20.00	\$7,800.00	\$8,580.00	\$8,580.00	\$20.00	\$7,800.00	\$7,800.00	\$7,800.00	
6	D-751-1	4'X4' SINGLE GRATE INLET (HEAVY-DUTY)	EACH	1	\$8,500.00	\$8,500.00			\$2,354.00	\$6,000.00	\$6,000.00	\$8,400.00	\$8,400.00	\$5,400.00	\$5,400.00	\$5,400.00	\$5,400.00	
7	D-752-1	CONNECT 30" RCP TO EXIST. GRATE INLET, COMPLETE IN-PLACE	L.S.	1	\$1,000.00	\$1,000.00			\$588.50	\$1,600.00	\$1,600.00	\$3,000.00	\$3,000.00	\$2,160.00	\$2,160.00	\$2,160.00	\$2,160.00	
8	P-101-1	CONCRETE PAVEMENT REMOVAL	S.Y.	17,050	\$18.00	\$306,900.00			\$7.49	\$17.00	\$289,850.00	\$238,700.00	\$238,700.00	\$14.40	\$245,520.00	\$245,520.00	\$245,520.00	
9	P-101-2	MILLING AND REMOVAL OF ASPHALT PAVEMENT SURFACING (8" TO 0" THICKNESS)	S.Y.	2,110	\$10.00	\$21,100.00			\$6.42	\$10.00	\$21,100.00	\$31,650.00	\$31,650.00	\$14.40	\$30,384.00	\$30,384.00	\$30,384.00	
10	P-152-1	UNCLASSIFIED EXCAVATION	C.Y.	1,100	\$25.00	\$27,500.00			\$13.70	\$27.00	\$29,700.00	\$31,900.00	\$31,900.00	\$16.00	\$17,600.00	\$17,600.00	\$17,600.00	
11	P-152-2	BORROW EXCAVATION	C.Y.	6,000	\$35.00	\$210,000.00			\$89,880.00	\$27.00	\$162,000.00	\$216,000.00	\$216,000.00	\$26.00	\$156,000.00	\$156,000.00	\$156,000.00	
12	P-152-3	UNSUITABLE EXCAVATION	C.Y.	180	\$25.00	\$4,500.00			\$2,696.40	\$34.00	\$6,120.00	\$11,700.00	\$11,700.00	\$14.00	\$2,520.00	\$2,520.00	\$2,520.00	
13	P-154-1	8" SUBBASE COURSE	S.Y.	7,390	\$10.00	\$73,900.00			\$134,867.50	\$27.00	\$199,530.00	\$199,530.00	\$199,530.00	\$33.00	\$243,870.00	\$243,870.00	\$243,870.00	
14	P-155-1	16" LIME-TREATED SUBGRADE	S.Y.	7,930	\$15.00	\$118,950.00			\$80,013.70	\$20.00	\$158,600.00	\$87,230.00	\$87,230.00	\$12.00	\$95,160.00	\$95,160.00	\$95,160.00	
15	P-155-2	LIME	TON	300	\$220.00	\$66,000.00			\$57,861.00	\$170.00	\$51,000.00	\$68,400.00	\$68,400.00	\$210.00	\$63,000.00	\$63,000.00	\$63,000.00	
16	P-156-1	SEDIMENT CONTROL FENCE	L.F.	2,680	\$5.00	\$13,400.00			\$4.01	\$4.00	\$10,720.00	\$9,782.00	\$9,782.00	\$6.00	\$16,080.00	\$16,080.00	\$16,080.00	
17	P-156-2	INLET PROTECTION	EACH	3	\$300.00	\$900.00			\$642.00	\$400.00	\$1,200.00	\$1,080.00	\$1,080.00	\$300.00	\$900.00	\$900.00	\$900.00	
18	P-501-1	12.5" PORTLAND CEMENT CONCRETE PAVEMENT	S.Y.	6,840	\$135.00	\$923,400.00			\$81.25	\$109.00	\$745,560.00	\$841,320.00	\$841,320.00	\$156.00	\$1,067,040.00	\$1,067,040.00	\$1,067,040.00	
19	P-605-1	CONCRETE JOINT CLEAN AND SEAL	L.F.	9,220	\$3.00	\$27,660.00			\$4.01	\$4.00	\$36,880.00	\$24,894.00	\$24,894.00	\$4.50	\$41,490.00	\$41,490.00	\$41,490.00	
20	P-620-1	RETRO-REFLECTIVE PAVEMENT MARKINGS	S.F.	3,500	\$1.50	\$5,250.00			\$3.21	\$3.15	\$11,025.00	\$17,150.00	\$17,150.00	\$3.60	\$12,600.00	\$12,600.00	\$12,600.00	
21	P-620-3	NON-REFLECTIVE BLACK OUTLINE	S.F.	5,050	\$1.50	\$7,575.00			\$2.94	\$3.00	\$15,150.00	\$23,482.50	\$23,482.50	\$3.30	\$16,665.00	\$16,665.00	\$16,665.00	
22	P-620-4	PAVEMENT MARKING REMOVAL	L.S.	1	\$35,000.00	\$35,000.00			\$12,428.05	\$12,000.00	\$12,000.00	\$9,900.00	\$9,900.00	\$13,800.00	\$13,800.00	\$13,800.00	\$13,800.00	
23	T-901-1	SEEDING, INCLUDING FERTILIZING AND WATERING	ACRE	7	\$1,700.00	\$12,070.00			\$634.78	\$3,400.00	\$24,140.00	\$8,520.00	\$8,520.00	\$2,700.00	\$19,170.00	\$19,170.00	\$19,170.00	
24	T-904-1	SODDING	S.Y.	970	\$3.00	\$2,910.00			\$4.28	\$12.00	\$11,640.00	\$3,977.00	\$3,977.00	\$12.00	\$11,640.00	\$11,640.00	\$11,640.00	
25	T-905-1	TOPSOILING (OBTAINED ON SITE OR REMOVED FROM STOCKPILE; 2" THICKNESS)	S.Y.	34,000	\$3.00	\$102,000.00			\$5.35	\$1.00	\$34,000.00	\$136,000.00	\$136,000.00	\$1.02	\$34,680.00	\$34,680.00	\$34,680.00	
26	SS-300-5.1	LOCKOUT/TAGOUT AND CONSTANT CURRENT REGULATOR CALIBRATION PROCEDURES	L.S.	1	\$2,500.00	\$2,500.00			\$5,198.81	\$8,500.00	\$8,500.00	\$2,150.00	\$2,150.00	\$5,900.00	\$5,900.00	\$5,900.00	\$5,900.00	
27	SS-300-5.2	BEACON BATTERY BACKUP SYSTEM	L.S.	1	\$15,000.00	\$15,000.00			\$21,400.00	\$15,000.00	\$15,000.00	\$14,300.00	\$14,300.00	\$24,000.00	\$24,000.00	\$24,000.00	\$24,000.00	
28	SS-301-5.1	EXISTING AIRPORT ROTATING BEACON, REMOVED	EACH	1	\$1,500.00	\$1,500.00			\$2,837.34	\$2,700.00	\$2,700.00	\$2,550.00	\$2,550.00	\$3,200.00	\$3,200.00	\$3,200.00	\$3,200.00	
29	SS-301-5.2	EXISTING CONCRETE ENCASED, ELECTRICAL JUNCTION STRUCTURE, REMOVED	EACH	2	\$250.00	\$500.00			\$10,123.68	\$1,300.00	\$2,600.00	\$1,120.00	\$1,120.00	\$5,700.00	\$11,400.00	\$11,400.00	\$11,400.00	
30	SS-301-5.3	EXISTING STAKE MOUNTED EDGE LIGHT, REMOVED	EACH	61	\$180.00	\$10,980.00			\$6,097.56	\$170.00	\$10,370.00	\$9,943.00	\$9,943.00	\$113.00	\$6,893.00	\$6,893.00	\$6,893.00	
31	SS-301-5.4	EXISTING BASE MOUNTED EDGE LIGHT, REMOVED	EACH	7	\$200.00	\$1,400.00			\$1,052.80	\$220.00	\$1,540.00	\$1,435.00	\$1,435.00	\$170.00	\$1,190.00	\$1,190.00	\$1,190.00	
32	SS-301-5.5	EXISTING BASE MOUNTED EDGE LIGHT, REMOVED, BASE TO REMAIN	EACH	12	\$150.00	\$1,800.00			\$1,178.64	\$220.00	\$2,640.00	\$2,460.00	\$2,460.00	\$111.00	\$1,332.00	\$1,332.00	\$1,332.00	
33	SS-301-5.6	EXISTING IN-PAVEMENT EDGE LIGHT, REMOVED	EACH	2	\$300.00	\$600.00			\$238.64	\$220.00	\$440.00	\$410.00	\$410.00	\$123.00	\$246.00	\$246.00	\$246.00	
34	SS-301-5.7	ABANDONED SIGN BASE, REMOVED	EACH	4	\$300.00	\$1,200.00			\$414.68	\$110.00	\$440.00	\$11,600.00	\$11,600.00	\$117.00	\$468.00	\$468.00	\$468.00	
35	SS-301-5.8	EXISTING BASE MOUNTED GUIDANCE SIGN, REMOVED	EACH	16	\$350.00	\$5,600.00			\$4,229.28	\$170.00	\$2,720.00	\$2,608.00	\$2,608.00	\$298.00	\$4,768.00	\$4,768.00	\$4,768.00	



ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE			Excavation and Construction			ALLCO Inc			APAC - Texas			L & L General Contr		
					UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT	
36	SS-310-5.1	L-858(L) BASE MOUNTED, 3-MODULE GUIDANCE SIGN, INSTALLED	EACH	2	\$7,500.00	\$15,000.00		\$4,230.12	\$8,460.24		\$5,000.00	\$10,000.00		\$4,900.00	\$9,800.00		\$4,750.00	\$9,500.00	
37	SS-310-5.2	L-862 BASE MOUNTED RUNWAY EDGE LIGHT, INSTALLED	EACH	2	\$1,300.00	\$2,600.00		\$1,832.90	\$3,665.80		\$1,250.00	\$2,500.00		\$1,170.00	\$2,340.00		\$2,060.00	\$4,120.00	
38	SS-310-5.3	L-861T(L) BASE MOUNTED TAXIWAY EDGE LIGHT, INSTALLED	EACH	39	\$1,200.00	\$46,800.00		\$1,076.48	\$41,982.72		\$980.00	\$38,220.00		\$990.00	\$38,610.00		\$1,225.00	\$47,775.00	
39	SS-310-5.4	L-861T(L) BASE MOUNTED TAXIWAY EDGE LIGHT, INSTALLED ON EXISTING BASE	EACH	12	\$750.00	\$9,000.00		\$762.58	\$9,150.96		\$460.00	\$5,520.00		\$460.00	\$5,520.00		\$900.00	\$10,800.00	
40	SS-310-5.5	FIELD LIGHTNING ARRESTOR, INSTALLED	EACH	4	\$1,200.00	\$4,800.00		\$1,372.52	\$5,490.08		\$760.00	\$3,040.00		\$760.00	\$3,040.00		\$1,600.00	\$6,400.00	
41	SS-310-5.6	TEMPORARY AIRFIELD LIGHTING	L.S.	1	\$10,000.00	\$10,000.00		\$2,754.17	\$2,754.17		\$5,500.00	\$5,500.00		\$5,100.00	\$5,100.00		\$3,100.00	\$3,100.00	
42	L-101-5.1	L-802A, AIRPORT ROTATING BEACON, IN PLACE	EACH	1	\$15,000.00	\$15,000.00		\$10,676.88	\$10,676.88		\$12,700.00	\$12,700.00		\$11,900.00	\$11,900.00		\$12,000.00	\$12,000.00	
43	L-108-5.1	TRENCHING FOR DIRECT-BURIED CABLE, 18 INCH MINIMUM DEPTH	L.F.	20	\$6.50	\$130.00		\$15.13	\$302.60		\$6.00	\$120.00		\$5.90	\$118.00		\$18.00	\$360.00	
44	L-108-5.2	NO. 8 AWG, 5 kV, L-824, TYPE C CABLE, INSTALLED IN TRENCH, DUCT BANK, OR CONDUIT	L.F.	6,900	\$1.50	\$10,350.00		\$1.44	\$9,936.00		\$1.30	\$8,970.00		\$1.25	\$8,625.00		\$1.62	\$11,178.00	
45	L-108-5.3	NO. 6 AWG, SOLID, BARE COUNTERPOISE WIRE, INSTALLED IN TRENCH, ABOVE THE DUCT BANK OR CONDUIT, INCLUDING GROUND RODS AND GROUND CONNECTORS	L.F.	5,200	\$1.50	\$7,800.00		\$1.06	\$5,512.00		\$1.30	\$6,760.00		\$1.25	\$6,500.00		\$120.00	\$624,000.00	
46	L-108-5.4	TRENCHING FOR DIRECT-BURIED BARE COUNTERPOISE WIRE, 8" MINIMUM DEPTH	L.F.	5,100	\$3.00	\$15,300.00		\$1.85	\$9,435.00		\$2.60	\$13,260.00		\$2.60	\$13,260.00		\$2.10	\$10,710.00	
47	L-110-5.1	NON-ENCASED ELECTRICAL CONDUIT, 1W-1W-2"C	L.F.	5,100	\$9.00	\$45,900.00		\$6.30	\$32,130.00		\$8.60	\$43,860.00		\$8.70	\$44,370.00		\$7.20	\$36,720.00	
48	L-110-5.2	ENCASED ELECTRICAL CONDUIT, 1W-2"C, WITH FLOWABLE FILL AND SAWCUT PAVEMENT REPAIR	L.F.	140	\$100.00	\$14,000.00		\$64.25	\$8,995.00		\$98.00	\$13,720.00		\$92.00	\$12,880.00		\$73.20	\$10,248.00	
TOTALS					\$2,483,625.00			\$1,722,246.95			\$2,207,225.00			\$2,559,620.50			\$3,516,363.00		

Corrected Prices





## 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

Date: September 6, 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

September 12, 2016

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
COUNTY CLERK	CHAIR		
<i>contact person: Jessica Grammer</i>			
DISTRICT ATTORNEY	BLACK SECRETARY CHAIR		31142
DISTRICT ATTORNEY	BLACK SECRETARY CHAIR		31143
<i>contact person: Dan'na Vincent</i>			
J.P. PCT. 4	IBM 2390 PLUS BY LEXMARK PRINTER		9941
J.P. PCT. 4	OFFICE CHAIR		31009
J.P. PCT. 4	OFFICE CHAIR		31011
J.P. PCT. 4	OFFICE CHAIR		9901
J.P. PCT. 4	OFFICE CHAIR		22343
<i>contact person: Charlotte Law</i>			
J.P. PCT. 7	EXECUTIVE LEATHER CHAIR		
J.P. PCT. 7	EXECUTIVE LEATHER CHAIR		
J.P. PCT. 7	EXECUTIVE LEATHER CHAIR		
J.P. PCT. 7	EXECUTIVE LEATHER CHAIR		
<i>contact person: Denise Roccaforte</i>			
SHERIFF	UPS MACHINE		17954
<i>contact person: Dana Aguillard</i>			

Approved by Commissioners' Court: \_\_\_\_\_

**To: Fran Lee**  
**From: Mike Trahan**  
**Re: Budget Transfer**  
**Date: September 6, 2016**

**Fran,**

**I would like to request a transfer of \$10,148.00 from 112-0202-431-30-79 Crushed Stone to 112-0208-431-6014 Capital Buildings and Structures, to cover the cost of a gate and metal awnings out at Pct-2 rock yard in Labelle.**

**I do know that this has to go through Commissioner's Court.  
Thanks for your help.**

**Sincerely,**  
***Mike Trahan***

**Superintendent, Road and Bridge Precinct 2**

**Fran Lee**

---

**From:** Carolyn Guidry <guidry@co.jefferson.tx.us>  
**Sent:** Wednesday, September 07, 2016 1:43 PM  
**To:** 'Fran Lee'  
**Cc:** jgrammer@co.jefferson.tx.us  
**Subject:** budget tansfer

Fran,

Please transfer funds from 120-1014-414-30-78(Office Supplies) to 120-1014-414-60-02 (Computers) in the amount of \$948.96 to replace the laptop used for Commissioners' Court (req #68456). The current laptop will be reallocated to be used in the Election department for the inventory program which requires windows 7.

Thank you,

Carolyn L. Guidry  
County Clerk

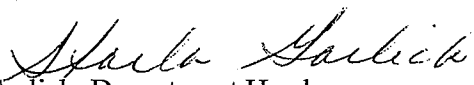




OFFICE OF JEFFERSON COUNTY

**MEMORANDUM**

TO: Fran Lee, Financial Manager

FROM:   
Starla Garlick, Department Head  
Agriculture

DATE: September 6, 2016

SUBJECT: Transfer Funds

Please transfer \$400 from our Minor Equipment account 120-4071-461-30-84 to Computer Equipment 120-4071-461-60-02.

Thank you.

:pc

Texas A&M AgriLife Extension Service  
1225 Pearl Street, Suite 200, Beaumont, TX 77701

Tel. 409.835.8461 | Fax. 409.839.2310 | Jefferson.AgriLife.org

**Fran Lee**

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**From:** Peggy Coleman <pjcoleman@ag.tamu.edu>  
**Sent:** Tuesday, September 06, 2016 3:57 PM  
**To:** Fran Lee (flee@co.jefferson.tx.us)  
**Subject:** Transfer Funds  
**Attachments:** transfer funds memo 3.pdf

Fran, I have attached a memo asking for \$400 to be transferred from our minor equipment to computer equipment. We plan on buying 12 Sphere robots from the minor equipment account, but need 12 tablets to operate the robots. These robots and tablets will be used for a robotics educational class for the county 4-Hers. The 12 robots cost \$799, and the 12 tablets will cost \$840.

Thank you.



Peggy J. Coleman

Administrative Secretary | Texas A&M AgriLife Extension Service

1225 Pearl Street, Suite 200, Beaumont, Texas 77701

Phone: (409) 835-8461 | Fax: (409) 839-2310 | [pjcoleman@ag.tamu.edu](mailto:pjcoleman@ag.tamu.edu)

<http://jefferson.agrilife.org>

In GOD we trust



## DISPUTE RESOLUTION CENTER OF JEFFERSON COUNTY

Jefferson County Courthouse-Annex 1 ♦ 215 Franklin, Ste 131A, Beaumont, TX 77701  
Phone: (409) 835-8747 ♦ Fax: (409) 784-5811 ♦ Website: [www.co.jefferson.tx.us](http://www.co.jefferson.tx.us)

Date: September 6, 2016  
To: Fran Lee, Auditor's Office  
Re: Request to Transfer Funds

Hi Fran,

The Dispute Resolution Center (DRC) is requesting \$710.00 be transferred from Account #120-2060-412.50-66 (Volunteer Training) to Account #120-2060-412.30-84 (Minor Equipment) to purchase three vertical file cabinets.

The DRC would like to purchase the following file cabinets from Office Depot:

Three (3) WorkPro Vertical File Cabinets, Item #450092	\$209.99
Delivery Charge	\$ 79.99

The DRC is in need of the new file cabinets to replace broken cabinets that no longer meet the needs of the office. The file cabinets are needed to store and secure confidential client information.

In an effort to utilize resources, the DRC has saved funds in the Volunteer Training account to cover the cost of the new equipment. The DRC is not requesting additional funding for the equipment. The request is that funds be transferred from the DRC account to cover the cost.

Please let me know if you have any questions. Thank you so much for your help with this.

Sincerely,

A handwritten signature in cursive script that reads "Kara Hawthorn".

Kara Hawthorn  
Executive Director

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MEMORANDUM

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**TO:** COMMISSIONERS COURT  
**FROM:** FRAN LEE  
**SUBJECT:** BUDGET TRANSFER  
**DATE:** SEPTEMBER 8, 2016

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The following budget transfer for the Port Arthur Maintenance is necessary for additional cost for electricity

120-6084-416-4056	Electricity	\$12,000
120-6084-416-1072	Maintenance Crew	\$12,000

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**MEMORANDUM**

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**TO:** COMMISSIONERS COURT  
**FROM:** FRAN LEE  
**SUBJECT:** BUDGET TRANSFER  
**DATE:** SEPTEMBER 8, 2016

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The following budget transfer for the Veteran's Service is necessary for additional cost for employees' insurance

120-8096-419-2003 Employees Insurance \$1,000

120-8096-419-1002 Assistants & Clerks \$1,000

INTERLOCAL COOPERATION AGREEMENT  
BETWEEN JEFFERSON COUNTY AND  
PORT ARTHUR INDEPENDENT SCHOOL DISTRICT  
(PRECINCT 8 ASAP)

1. PARTIES

1.1 The Parties to this Agreement are JEFFERSON COUNTY ("County"), a corporate and political body under the laws of the State of Texas, and the PORT ARTHUR INDEPENDENT SCHOOL DISTRICT ("District"), a Texas School district located in Jefferson County.

2. PURPOSE

2.1 The TEX. GOV'T CODE ANN. §791 et seq. (Vernon 1994 & Vernon Supp. 1998) authorizes contracts between counties and school districts for the performance of governmental functions and services. The District wants to have the Constable Precinct 8 ("Officer") of Jefferson County, Texas, authorize and direct nine (9) Deputies (hereinafter called "A.S.A.P. deputies), to devote one hundred percent (100%) of their, "working time" per week, to the Absent Student Assistance Project (A.S.A.P.) and security for the District.

2.2 The District pursuant to TEX. GOV'T CODE ANN, §791.001 et seq. (Vernon 1994 & Vernon Supp. 1998), is willing to pay to Jefferson County fair compensation in an amount equal to one hundred per cent (100%) of the cost to the County to supply the A.S.A.P. deputies, including salaries and any additional expenses the County may incur in providing the services, so as to enable the Officer to appoint deputies for such purpose.

3. TERM OF THE AGREEMENT

3.1 The term of this Agreement begins on October 1, 2016 and ends on September 30, 2017, unless terminated sooner in accordance with section 7 of this Agreement.

4. COUNTY'S RIGHTS AND OBLIGATIONS

4.1 County agrees to authorize the Officer to appoint the above-designated number of A.S.A.P. deputies desired by the District, effective at the beginning of the term mentioned in Paragraph 3 of this agreement, so as to enable (but not require) the Officer to appoint said A.S.A.P. deputies to devote one hundred per cent (100%) of their working time to the A.S.A.P. and security needs of the district. The time that the A.S.A.P. deputies are on duty for the District, the time the A.S.A.P. deputies are in court in connection with cases arising out of events occurring under the A.S.A.P., the time the A.S.A.P. deputies spend preparing reports and documents pertaining to events occurring under the A.S.A.P., the time the A.S.A.P. deputies spend in making preparations to provide law enforcement for the District, the time the A.S.A.P. deputies spend transporting persons arrested in the District to jail or to the juvenile detention facilities, the time the A.S.A.P. deputies spend investigating crimes or possible crimes committed in the District, and one hundred per cent (100%) of the time the A.S.A.P. deputies are on vacation, one hundred per cent (100%) of the time the A.S.A.P. deputies are on sick leave, and one hundred per cent (100%) of the time the A.S.A.P. deputies receive worker's compensation benefits, if any, or any other paid leave, shall be deemed working time devoted to the District. The items listed above are explanatory and the meaning of "working time devoted to the District and under the A.S.A.P." is not limited to said list.

4.2 District expressly understands and agrees that the A.S.A.P. deputies (if such A.S.A.P. deputies are appointed by the Officer) shall be subject to the control and supervision of the Officer to the same extent as other deputies, and that such A.S.A.P. deputies shall have no duty or obligation to the District or the students, faculty, personnel, or other agents of the District other than those duties and obligations which the Officer's deputies have to the public generally.

4.3 It is also expressly understood and agreed that employment of the A.S.A.P. deputies (if such A.S.A.P. deputies are appointed by the Officer) will cease on the date this contract is terminated.

4.4 The County shall maintain payroll records for the ASAP officers, as a routine course of business. The County shall provide payroll records in electronic form to the District with each invoice forwarded to district for payment.

4.5 The County will provide notice to the school district of any expenses incurred over the annual budgeted amount.

## 5. DISTRICT'S PAYMENT OBLIGATIONS

5.1 For the services provided, the District agrees to pay the County based on the compensation terms of the Articles of Agreement between Jefferson County, Texas and The Jefferson County Deputy Constables Association. The District will pay one hundred per cent (100%) of the cost to the County for supplying the law enforcement services, including salaries, benefits, deferred liabilities, insurance, which also includes workers compensation costs, and any additional expenses the County may incur in providing the services of the A.S.A.P. deputies for the term of agreement.

5.2 In addition, the district also agrees to compensate County for hours worked in excess of 40, per deputy, per week at the rate of time and one half the officer's regular rate of pay.

5.3 District agrees to reimburse County for all supplies and equipment utilized by A.S.A.P. deputies.

5.4 District expressly understands and agrees that if payment is not received within thirty (30) days of the date due, this Agreement may be terminated by County without further notice. Further, failure of County to make demand for payment due shall not be a waiver of District's obligation to make timely payments.

5.5 District agrees to restrict as part of the district's fund balance the amount necessary to fund the deferred liabilities for sick leave, vacation accrual, compensatory time, and other post-employment benefits related to the A.S.A.P. deputies. This amount will be estimated by the County Auditor's office on an annual basis.

5.6 District agrees to reimburse the County for the purchase of liability automobile insurance to cover expenses and costs associated with the vehicles utilized by the A.S.A.P. officers. The District will be named as an additional insured. The District shall pay any deductible required in addition to damages incurred up to tort limits for accidents occurring while A.S.A.P. deputies are performing duties for PAISD.

## 6. COUNTY'S PREROGATIVE TO APPOINT DEPUTIES

6.1 District further understands and agrees that this Agreement is not intended (nor shall it be construed) to obligate the Officer in any manner whatsoever to assign the A.S.A.P. deputies to devote any portion of their working time to the District, and that County shall have no liability whatsoever to the District other than to refund the money paid by the District to County Pursuant to this Agreement, if the Officer does not assign the A. S. A. P. deputies to devote one hundred per cent (100%) of their working time to the A.S.A.P or security needs of the District. Any and all questions as to whether or not the deputies devoted one hundred per cent (100%) of their working time to an area, if a refund is due, and the amount of the refund shall be determined by the Jefferson County Auditor and his determination shall be final and conclusive.

6.2 The District shall participate in an annual evaluation of ASAP officers to assess whether each officer has performed satisfactory services for the District.

6.3 If an ASAP officer is no longer agreeable to District because of performance or other employment related concerns on the part of District officials, then the Superintendent of District shall notify the Constable and give the Constable in writing the specific reason(s) for the concerns. The Constable will timely counsel with and attempt to have those issues properly addressed within seven days. If the ASAP officer's performance and other employment related concerns are not corrected to the satisfaction of District, Superintendent and Constable will meet to discuss and attempt to reach a consensus on the matter.

6.4 In the event any ASAP officer is terminated, the District shall be notified in writing, immediately. The County shall defend against payment of any unemployment benefits to any ASAP officers terminated for cause or who voluntary terminates his or her employment with the County.

## 7. TERMINATION AND DEFAULT

7.1 It is expressly understood and agreed that the period or term of this Agreement may be terminated without cause at any time by either party by giving to the other party at least thirty (30) days advance written notice of its intention to do so, specifying therein the effective date of such termination.

7.2 It is further expressly understood and agreed that the period or term of this Agreement may be terminated by County with or without notice at any time after District has defaulted in the payment of any obligation hereunder. It is understood and agreed if District shall at any time be in default hereunder, District shall be liable for expenses incurred by County as a result of such default, including, but not limited to attorney's fees and costs. Further, District shall be liable for interest at the rate of one percent (1%) for each month on all past due amount. The amount of expenses incurred and interest accrued, if any, shall be deemed to be in addition to any monies due for services rendered hereunder.

7.3 In the event a dispute arises between the County and District concerning any portion of payment due, the District agrees that only payment of the disputed amount may be retained by the District. The parties' further agree that they will put forth their best efforts toward successfully resolving any disputed amount in a timely and expeditious manner.

## 8. NOTICE

8.1 Any notice permitted or required to be given to Jefferson County hereunder may be given by registered or certified United States Mail, postage prepaid, return receipt requested, addressed to:



Jefferson County Commissioners Court  
1149 Pearl Street  
Beaumont, Texas 77701

Attention: Commissioners Court Clerk

Any notice permitted or required to be given hereunder to the District hereunder may be given by registered or certified United States Mail, postage prepaid, return receipt requested, addressed to:

Port Arthur I.S.D.  
4801 9<sup>th</sup> Avenue  
Port Arthur, Texas 77642

Such notice shall be deemed given and complete upon deposit of the notice in the United States Mail as aforesaid. 9. MISCELLANEOUS

9.1 The terms and provisions of this agreement constitute the entire agreement between the County and the District, and no modification of this agreement shall be effective unless in writing and executed by the authorized representative of both parties.

9.2 Upon request by the District, the County Auditor will conduct a payroll review of this Agreement and submit the results to the District within a reasonable time.

9.3 It is understood and agreed that the Office of Constable Eddie Collins is an independent contractor and neither it nor any employees agents, or assignees contracted by it, shall be deemed for any purposes to be employees or agents of the District. The Constable's Office assumes full responsibility for the actions of such personnel and volunteers while performing any services incident to this Agreement and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), worker's compensation disability benefits, and like requirements and obligations.

9.4 To the extent that the Office of Constable Eddie Collins will come into possession of student records, incidental to this Agreement, the Constable's office agrees to comply with all requirements of the Family Educational Rights and Privacy Act. In the event that the District is required to furnish information or records of the Office of Constable Eddie Collins pertaining to this program pursuant to the Open Records Act, the Constable's Office shall furnish such information and records to the District and the District shall have the right to release such information and records.

9.5 Neither the Office of Constable Eddie Collins nor the Parties waive or relinquish any governmental immunities or defenses on behalf of themselves, their trustees, officers, employees, and agents as a result of its execution of the Agreement and performance of the functions or obligations described herein.

9.6 This Agreement is made in Texas and shall be construed, interpreted, and governed by the laws of such state. The parties consent to the jurisdiction and venue of the courts of Jefferson County, Texas, for any action under this Agreement.

9.7 This Agreement is executed in three (3) copies, each of which shall have full force and effect of the original Agreement, and each of which shall constitute but one in the same instrument.

9.8 The Officer will provide District with a monthly report of all A.S.A.P. deputies' activities. The A.S.A.P. deputies will attend all scheduled meetings between District officials and Precinct 8. A.S.A.P. deputies will provide home visits to all students appearing on the absentee list. This Officer will make every effort to reach the desired attendance projections for all middle schools within the area of Precinct 8.

SIGNED in triplicate originals this 12<sup>th</sup> day of September 2016.

APPROVED AS TO FORM:

KATHLEEN M. KENNEDY JEFFERSON COUNTY  
First Assistant District Attorney

By Kathleen M. Kennedy

By Jeff R. Brink  
County Judge

PORT ARTHUR INDEPENDENT  
SCHOOL DISTRICT

By Kenneth Lofton  
Kenneth Lofton  
Board President

APPROVED AS TO FORM:

Melody Chappell  
Melody Chappell  
Attorney for Port Arthur  
Independent School District

APPROVED:

Dr. Mark Porterie  
Dr. Mark Porterie  
Superintendent of Schools

**Award Letter**

U.S. Department of Homeland Security  
Washington, D.C. 20472

Patrick Swain  
Jefferson County, Texas  
1149 Pearl, 7th Floor  
Beaumont, TX 77701 - 3635

Re: Grant No.EMW-2016-PU-00351

Dear Patrick Swain:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2016 Port Security Grant Program has been approved in the amount of \$214,326.00. As a condition of this award, you are required to contribute a cost match in the amount of \$71,442.00 of non-Federal funds, or 25 percent of the total approved project costs of \$285,768.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligor Document (attached to this Award Letter)
- FY 2016 Port Security Grant Program Notice of Funding Opportunity.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please log in to the ND Grants system at <https://portal.fema.gov>.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, DUNS number, EIN and banking information. Please ensure that the DUNS number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at <http://www.sam.gov>.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help use to make the necessary updates and avoid any interruptions in the payment process.

BRIAN KAMOIIE

**Agreement Articles**

Thu Sep 01 00:00:00 GMT 2016

U.S. Department of Homeland Security  
Washington, D.C. 20472

**AGREEMENT ARTICLES**  
**Port Security Grant Program**

**GRANTEE:** Jefferson County, Texas  
**PROGRAM:** Port Security Grant Program  
**AGREEMENT NUMBER:** EMW-2016-PU-00351-S01

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#### **Article I - Summary Description of Project**

Project 1: Emergency Dispatch Console Upgrade is funded for \$195,864.

Project 2: Helicopter Tow Cart is funded for \$18,462.

#### **Article II - Assurances, Administrative Requirements, Cost Principles, and Audit Requirements**

DHS financial assistance recipients must complete either the OMB Standard Form 424B Assurances - Non-Construction Programs or OMB Standard Form 424D Assurances - Construction Programs as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the financial assistance office if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 C.F.R. Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

#### **Article III - DHS Specific Acknowledgements and Assurances**

All recipients, sub-recipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at [crcl@hq.dhs.gov](mailto:crcl@hq.dhs.gov) or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.

6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

#### **Article IV - Whistleblower Protection Act**

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. section 2409, 41 U.S.C. 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

#### **Article V - Use of DHS Seal, Logo and Flags**

All recipients must obtain permission from their financial assistance office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

#### **Article VI - USA Patriot Act of 2001**

All recipients must comply with requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (USA PATRIOT Act), which amends 18 U.S.C. sections 175 175c

#### **Article VII - Universal Identifier and System of Award Management (SAM)**

All recipients are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

#### **Article VIII - Reporting of Matters Related to Recipient Integrity and Performance**

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance office exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

#### **Article IX - Rehabilitation Act of 1973**

All recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. section 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

#### **Article X - Trafficking Victims Protection Act of 2000**

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended (22 U.S.C. section 7104). The award term is located at 2 CFR section 175.15, the full text of which is incorporated here by reference in the terms and conditions of your award.

## **Article XI - Terrorist Financing**

All recipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the Order and laws.

## **Article XII - SAFECOM**

All recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

## **Article XIII - Reporting Subawards and Executive Compensation**

All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

## **Article XIV - Procurement of Recovered Materials**

All recipients must comply with Section 6002 of the *Solid Waste Disposal Act*, as amended by the *Resource Conservation and Recovery Act*. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

## **Article XV - Patents and Intellectual Property Rights**

Unless otherwise provided by law, recipients are subject to the *Bayh-Dole Act*, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. section 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

## **Article XVI - Notice of Funding Opportunity Requirements**

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All recipients must comply with any such requirements set forth in the program NOFO.

## **Article XVII - Non-supplanting Requirement**

All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

## **Article XVIII - Lobbying Prohibitions**

All recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

## **Article XIX - Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

All recipients must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

## **Article XX - Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. section 2225a, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with

the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, 15 U.S.C. section 2225.

#### **Article XXI - Fly America Act of 1974**

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. section 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

#### **Article XXII - Best Practices for Collection and Use of Personally Identifiable Information (PII)**

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

#### **Article XXIII - Americans with Disabilities Act of 1990**

All recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. sections 12101 12213).

#### **Article XXIV - Age Discrimination Act of 1975**

All recipients must comply with the requirements of the *Age Discrimination Act of 1975* (Title 42 U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance

#### **Article XXV - Activities Conducted Abroad**

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

#### **Article XXVI - Acknowledgment of Federal Funding from DHS**

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds

#### **Article XXVII - Federal Leadership on Reducing Text Messaging while Driving**

All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

#### **Article XXVIII - Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

#### **Article XXIX - False Claims Act and Program Fraud Civil Remedies**

All recipients must comply with the requirements of 31 U.S.C. section 3729 - 3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See 31 U.S.C. section 3801-3812 which details the administrative remedies for false claims and statements made.

#### **Article XXX - Energy Policy and Conservation Act**

All recipients must comply with the requirements of 42 U.S.C. section 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

#### **Article XXXI - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX**



All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

#### **Article XXXII - Duplication of Benefits**

Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a recipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

#### **Article XXXIII - Drug-Free Workplace Regulations**

All recipients must comply with the *Drug-Free Workplace Act of 1988* (41 U.S.C. section 701 et seq.), which requires all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at 2 C.F.R. Part 3001.

#### **Article XXXIV - Debarment and Suspension**

All recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

#### **Article XXXV - Copyright**

All recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

#### **Article XXXVI - Civil Rights Act of 1968**

All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. section 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) be designed and constructed with certain accessible features (See 24 C.F.R. section 100.201).

#### **Article XXXVII - Civil Rights Act of 1964 - Title VI**

All recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

#### **Article XXXVIII - Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to [ASK-GMD@dhs.gov](mailto:ASK-GMD@dhs.gov) if you have any questions.

#### **Article XXXIX - Prior Approval for Modification of Approved Budget**

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. For awards with an approved budget greater than \$150,000, you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

#### Article XL - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

#### Article XLI - National Environmental Policy Act

All recipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

#### Article XLII - Nondiscrimination in Matters Pertaining to Faith-based Organizations

Faith-based organizations are, under 6 C.F.R. Part 19, afforded certain protections as it relates to eligibility to receive financial assistance from DHS for social service programs, or to participate in social service programs administered or financed by DHS. Organizations that receive financial assistance from DHS for a social service program or participate in DHS social service programs have an obligation to comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19, which, among other provisions, prohibit recipient organizations from discriminating against beneficiaries on the basis of religion or religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice; and generally require recipients subject to the rule to provide certain protections, and notice of those protections, to their beneficiaries. Recipients must also comply with any other policies and procedures regarding the participation of faith-based organizations contained in applicable statutes, regulations, and guidance governing individual DHS programs.

Personnel	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$285,768.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Indirect Charges	\$0.00
Other	\$0.00

**Obligating Document for Award/Amendment**

<b>1a. AGREEMENT NO.</b>	<b>2.</b>	<b>3. RECIPIENT NO.</b>	<b>4. TYPE OF ACTION</b>	<b>5. CONTROL NO.</b>
EMW-2016-PU-00351-S01	AMENDMENT746000291 NO. ***		AWARD	W510977N

<b>6. RECIPIENT NAME AND ADDRESS</b> Jefferson County, Texas 1149 Pearl, 7th Floor Beaumont, TX, 77701 - 3635	<b>7. ISSUING FEMA OFFICE AND ADDRESS</b> Grant Operations 245 Murray Lane - Building 410, SW Washington DC, 20528-7000 POC: 866-927-5646	<b>8. PAYMENT OFFICE AND ADDRESS</b> Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20472
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<b>9. NAME OF RECIPIENT PROJECT OFFICER</b> Patrick Swain	<b>PHONE NO.</b> 409-835-8500	<b>10. NAME OF FEMA PROJECT COORDINATOR</b> Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov
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<b>11. EFFECTIVE DATE OF THIS ACTION</b> 09/01/2016	<b>12. METHOD OF PAYMENT PARS</b>	<b>13. ASSISTANCE ARRANGEMENT</b> Cost Reimbursement	<b>14. PERFORMANCE PERIOD</b>  <table border="0"> <tr> <td><b>From:</b></td> <td><b>To:</b></td> </tr> <tr> <td>09/01/2016</td> <td>08/31/2019</td> </tr> <tr> <td><b>Budget Period</b></td> <td></td> </tr> <tr> <td>09/01/2016</td> <td>08/31/2019</td> </tr> </table>	<b>From:</b>	<b>To:</b>	09/01/2016	08/31/2019	<b>Budget Period</b>		09/01/2016	08/31/2019
<b>From:</b>	<b>To:</b>										
09/01/2016	08/31/2019										
<b>Budget Period</b>											
09/01/2016	08/31/2019										

**15. DESCRIPTION OF ACTION**

a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
Port Security Grant Program	97.056	2016-SL-B411-P410- -4101-D	\$0.00	\$214,326.00	\$214,326.00	See Totals
<b>TOTALS</b>			<b>\$0.00</b>	<b>\$214,326.00</b>	<b>\$214,326.00</b>	<b>\$71,442.00</b>

b. To describe changes other than funding data or financial changes, attach schedule and check here.  
N/A

16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

Port Security Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

<b>17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)</b> ,	<b>DATE</b>
<b>18. FEMA SIGNATORY OFFICIAL (Name and Title)</b> ANDREW MCLARTY ,	<b>DATE</b> Thu Sep 01 12:07:14 GMT 2016

NOTICE OF FEES CHARGED BY THE SHERIFF AND CONSTABLES OF JEFFERSON COUNTY, TEXAS EFFECTIVE January 1, 2017

On the 12th day of September 2016, the Commissioners' Court of Jefferson County, Texas, pursuant to the provisions of Section 118.131, Local Government Code, hereby set the following fees to be charged by the offices of Sheriff and Constables of Jefferson County, TX to become effective January 1, 2017

County and District Courts		Service Fee
Bill of Review		\$ 65.00
Citations – All types		\$ 70.00
Constable's Deed of Sale (All Courts)		\$ 65.00
Ex-Parte Protective Order		\$ 75.00
Notice By Publication		\$ 65.00
Notice of An Application for A Protective Order		\$ 70.00
Notice of Garnishment		\$ 75.00
Notice of Hearing		\$ 75.00
Notice of Substitute Trustee Sale		\$ 75.00
Notice to Show Cause		\$ 75.00
Notice to Take Deposition (Oral/Written)		\$ 65.00
Notice/Precpt to Serve		\$ 75.00
Posting Written Notice– All types		\$ 75.00
Precpt to Serve/Ex Probate Order		\$ 75.00
Protective Order		\$ 75.00
Subpoena/Summons		\$ 70.00
Tax Warrant		\$ 70.00
Temporary Ex Parte Protective Order		\$ 100.00
Turnover Order (All Courts)		\$ 100.00
Writ of Attachment (All Courts)		\$ 150.00
Writ of Certiorari (All Courts)		\$ 125.00
Writ of Execution * Commissions: 10% w/sale(No Maximum) 5% without sale(No Max)		\$ 150.00
Writ of Garnishment (All Courts)		\$ 125.00
Writ of Habeas Corpus (All Courts)		\$ 150.00
Writ of Injunction		\$ 100.00
Writ of Possession		\$ 150.00
Writ of Possession/(non-eviction) Personal Property		\$ 50.00 per hour after 2 hours
Writ of Re-Entry (All Courts)		\$ 150.00
Writ of Sequestration (All Courts)		\$ 200.00
Writ of Temporary Injunction/Restraining Order		\$ 100.00
Writ of Turnover Order		\$ 100.00
Writ of Order of Sale (All Courts) *		\$ 150.00
Commissions: 10% with sale (no maximum) 5% without sale (no maximum)		
Justice of the Peace Courts		
Eviction Citation (Forcible Entry/Detainer)		\$ 70.00
Justice Court Citation		\$ 70.00
Justice Court Subpoena		\$ 70.00
Magistrate Emergency Protective Order		\$ 70.00
Notice		\$ 70.00
Certified Mail		\$ 70.00
Order of Property Retrieval		\$ 150.00
Summons/Subpoenas		\$ 70.00
Writ of Assistance for Repossession of Aircraft		\$ 150.00 maximum 2 hours per deputy
Writ of Attachment		\$ 50.00 per hour after 2 hours
Writ of Execution		\$ 150.00
* Commissions: 10% with sale (no maximum) 5% without sale (no maximum)		
Writ of Sequestration		\$ 200.00
Writ of Possession		\$ 150.00 maximum 2 hours per deputy
Writ of Possession/(non-eviction) Personal Property		\$ 50.00 per hour after 2 hours
Writ of Sequestration		\$ 200.00
Writ of Re-Entry		\$ 150.00
Certified Mail (Postage)		\$ 70.00
Notice of Substituted Trustee Sale		\$ 75.00
Turn Over Order		\$ 100.00 maximum 2 hours per deputy
Commission to take Oral Deposition		\$ 50.00 per hour after 2 hours
Warrants		
Summons/Violation of Compulsory School Law, etc...		\$ 5.00
Criminal Subpoena		\$ 5.00
Warrant -AFRS		\$ 50.00
Warrant for Arrest		\$ 50.00
Capias Pro Fine		\$ 60.00
Warrants ( All Courts)		\$ 50.00
Distress Warrants		\$ 150.00
ALL OTHER WRITS NOT SPECIFICALLY LISTED		\$ 100.00
* With plaintiff to withhold or release levy, withhold collection, cancel or recall writ without Constable completing collection of judgment costs (except Tax Foreclosure Order of Sale) \$500		

**Patrick Swain**

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**From:** Jeff Greenway <jgreenway@co.jefferson.tx.us>  
**Sent:** Tuesday, August 16, 2016 7:40 AM  
**To:** 'Patrick Swain'  
**Subject:** RE: Fee schedule

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Patrick,

It is my recommendation that a change to Constable Fees be made with Order of Property Retrieval at 70.00 be changed to Order of Retrieval at 150.00. All other fees look to be in order as compared to other Counties with similar size. Constable Greenway

---

**From:** Patrick Swain [mailto:pswain@co.jefferson.tx.us]  
**Sent:** Wednesday, August 10, 2016 4:18 PM  
**To:** 'Constable White'; 'Constable Bates'; 'Constable Trahan'; 'Constable Baker'; 'Constable Greenway'; 'Constable Collins'; 'Judge Jeff Branick'; 'Commissioner Alfred'; 'Commissioner Arnold'; 'Commissioner Sinegal'; 'Commissioner Weaver'; G. Mitch Woods  
**Subject:** Fee schedule

Attached is information regarding the current fee structure for Sheriff and Constable Fees. Let me know if you have any changes by 9/15/16. Changes have to be approved by Commissioners Court and reported to the State by 10/1/2016 to be effective 1/1/2017. Thank you

Patrick

**Patrick Swain**

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**From:** Earl White <ewhite@co.jefferson.tx.us>  
**Sent:** Monday, August 15, 2016 3:06 PM  
**To:** 'Patrick Swain'  
**Cc:** cbates@co.jefferson.tx.us; ecollins@co.jefferson.tx.us; jtrahan@co.jefferson.tx.us; jgreenway@co.jefferson.tx.us; dbaker@co.jefferson.tx.us  
**Subject:** RE: Fee schedule  
**Attachments:** Order of Retrieval.pdf  
  
**Follow Up Flag:** Follow up  
**Due By:** Wednesday, August 24, 2016 3:00 PM  
**Flag Status:** Flagged

Dear Constables:

ORDER OF RETRIEVAL, it is necessary to set the fee under Section 118.131, Local Government Code to our Fee Schedule for 2017. **This Order of Retrieval** went into effect for the 2016 scheduling fees. From checking with other Sheriff and Constable's Fees found at link: <http://texasahead.org/lga/sheriffs/2016-scfeeManual.pdf> many counties have a separate notice fee just for the **Order of Retrieval** but many counties have set service fees beginning in 2016 and they vary from county to county. After reviewing the current fees for counties the same size as Jefferson County, the appropriate fee for the **Order of Retrieval** should be \$150.00. If you agree, please present it to our commissioners court for review and add it to our fee schedule.

Thanks,

Constable White

Mr. Swain, I propose removing the Order of Property Retrieval with a fee of \$70.00 and replacing it with the correct title of Order of Retrieval with a fee of \$150.00 for Commissioners Approval by 10/01/2016

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**From:** Patrick Swain [mailto:pswain@co.jefferson.tx.us]  
**Sent:** Wednesday, August 10, 2016 4:18 PM  
**To:** 'Constable White'; 'Constable Bates'; 'Constable Trahan'; 'Constable Baker'; 'Constable Greenway'; 'Constable Collins'; 'Judge Jeff Branick'; 'Commissioner Alfred'; 'Commissioner Arnold'; 'Commissioner Sinegal'; 'Commissioner Weaver'; G. Mitch Woods  
**Subject:** Fee schedule

Attached is information regarding the current fee structure for Sheriff and Constable Fees. Let me know if you have any changes by 9/15/16. Changes have to be approved by Commissioners Court and reported to the State by 10/1/2016 to be effective 1/1/2017. Thank you

Patrick

PGM: GMCOMMV2	DATE 09-12-2016	PAGE: 1 91 TOTAL
NAME	AMOUNT	CHECK NO.
JURY FUND		
TRI-CITY COFFEE SERVICE	428.22	424734
ROAD & BRIDGE PCT.#1		428.22**
CLASSIC CHEVROLET	56.21	424644
SPIDLE & SPIDLE	3,613.80	424651
CARQUEST AUTO PARTS # 96	336.89	424668
ENTERGY	755.73	424687
M&D SUPPLY	663.95	424703
MUNRO'S	1,073.10	424707
OIL CITY TRACTORS, INC.	57.57	424711
SANITARY SUPPLY, INC.	63.36	424719
UNDERGROUND INC.	464.87	424780
DE LAGE LANDEN PUBLIC FINANCE	70.00	424829
ROAD & BRIDGE PCT.#2		7,155.48**
APAC, INC. - TROTTI & THOMSOM	136.80	424660
BAXTER OIL SERVICE, INC.	50.00	424663
CITY OF NEDERLAND	73.67	424670
ENTERGY	802.95	424687
MUNRO'S	17.95	424707
RITTER @ HOME	201.47	424718
BUMPER TO BUMPER	13.47	424789
DE LAGE LANDEN PUBLIC FINANCE	90.00	424829
SCHEAFFER MFG CO	988.58	424844
ROAD & BRIDGE PCT. # 3		2,374.89**
CASH ADVANCE ACCOUNT	914.04	424699
MUNRO'S	29.45	424707
W. JEFFERSON COUNTY M.W.D.	41.00	424737
HOWARD'S AUTO SUPPLY	33.70	424751
BEAUMONT FREIGHTLINER STERLING	3,283.53	424792
WINDSTREAM	47.86	424798
DE LAGE LANDEN PUBLIC FINANCE	140.00	424829
ROAD & BRIDGE PCT.#4		4,489.58**
A&A EQUIPMENT	219.45	424645
SPIDLE & SPIDLE	482.95	424651
APAC, INC. - TROTTI & THOMSOM	1,188.44	424660
BEAUMONT FRAME & FRONT END	120.30	424664
ENTERGY	12.36	424687
CASH ADVANCE ACCOUNT	793.37	424699
M&D SUPPLY	14.83	424703
MUNRO'S	96.35	424707
OIL CITY TRACTORS, INC.	37.95	424711
SOUTHEAST TEXAS WATER	15.90	424726
W. JEFFERSON COUNTY M.W.D.	191.81	424737
WHEELER TRUCK BODY EQUIPMENT	498.64	424738
WHOLESALE ELECTRIC SUPPLY CO.	202.20	424739
UNITED STATES POSTAL SERVICE	2.39	424765
EVERETT D ALFRED	455.88	424779
MARTIN PRODUCT SALES LLC	10,377.38	424800
HIGHTECH SIGNS	12.00	424802
DE LAGE LANDEN PUBLIC FINANCE	229.79	424829
SOUTHEAST TEXAS PARTS AND EQUIPMENT	69.54	424850
ENGINEERING FUND		15,021.53**
UNITED STATES POSTAL SERVICE	.94	424765
JEFFERSON COUNTY CREDIT CARDS	30.00	424823
DE LAGE LANDEN PUBLIC FINANCE	460.94	424829
PARKS & RECREATION		491.88**
ENTERGY	1,944.70	424687
CASH ADVANCE ACCOUNT	1.00	424699
AT&T	29.10	424728
W. JEFFERSON COUNTY M.W.D.	52.26	424737

PGM: GMCOMMV2	DATE 09-12-2016		PAGE: 2 92
NAME	AMOUNT	CHECK NO.	TOTAL
JEFFERSON COUNTY CREDIT CARDS	171.10	424823	
SAM'S CLUB DIRECT	209.82	424839	
GENERAL FUND			2,407.98**
JEFFERSON CTY. CLERK	7,670.46	424647	
TAX OFFICE			7,670.46*
OFFICE DEPOT	1,407.21	424710	
ACE IMAGEWEAR	21.35	424723	
SOUTHEAST TEXAS WATER	249.00	424726	
AT&T	105.63	424728	
TERRY WUENSCHER	724.30	424750	
CDW COMPUTER CENTERS, INC.	60.76	424753	
UNITED STATES POSTAL SERVICE	633.78	424765	
CINDY SAVANT	193.00	424781	
DE LAGE LANDEN PUBLIC FINANCE	370.00	424829	
ALLISON GETZ	906.48	424865	
COUNTY HUMAN RESOURCES			4,671.51*
UNITED STATES POSTAL SERVICE	2.39	424765	
TEXAS PRIMA	380.00	424807	
DE LAGE LANDEN PUBLIC FINANCE	70.00	424829	
AUDITOR'S OFFICE			452.39*
SOUTHEAST TEXAS WATER	29.95	424727	
UNITED STATES POSTAL SERVICE	3.26	424765	
JEFFERSON COUNTY CREDIT CARDS	49.99	424823	
DE LAGE LANDEN PUBLIC FINANCE	70.00	424829	
COUNTY CLERK			153.20*
OFFICE DEPOT	159.69	424710	
UNITED STATES POSTAL SERVICE	280.78	424765	
DE LAGE LANDEN PUBLIC FINANCE	1,052.82	424829	
COUNTY JUDGE			1,493.29*
CHEROKEE COUNTY CLERK	1,094.00	424673	
LAIKON DOWDEN, JR.	500.00	424674	
UNITED STATES POSTAL SERVICE	13.12	424765	
JEFF R BRANICK	813.40	424801	
JERRY JOHN BRAGG	500.00	424818	
DE LAGE LANDEN PUBLIC FINANCE	70.00	424829	
COURTNEY DAVIS	500.00	424833	
JOSHUA C HEINZ	500.00	424838	
JAN GIROUARD & ASSOCIATES LLC	400.00	424877	
RISK MANAGEMENT			4,390.52*
UNITED STATES POSTAL SERVICE	7.48	424765	
DE LAGE LANDEN PUBLIC FINANCE	70.00	424829	
COUNTY TREASURER			77.48*
UNITED STATES POSTAL SERVICE	178.28	424765	
DE LAGE LANDEN PUBLIC FINANCE	331.89	424829	
PRINTING DEPARTMENT			510.17*
OLMSTED-KIRK PAPER	2,714.57	424712	
DE LAGE LANDEN PUBLIC FINANCE	1,200.00	424829	
PURCHASING DEPARTMENT			3,914.57*
BEAUMONT ENTERPRISE	1,329.45	424678	
UNITED STATES POSTAL SERVICE	6.95	424765	
DE LAGE LANDEN PUBLIC FINANCE	70.00	424829	
GENERAL SERVICES			1,406.40*



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NAME	AMOUNT	CHECK NO. TOTAL
CASH ADVANCE ACCOUNT	70.00	424699
INTERFACE EAP	1,716.00	424745
VERIZON WIRELESS	303.92	424761
SPOK INC	3.00	424854
COLIN'S KITCHEN LLC	70.10	424870
		2,163.02*
DATA PROCESSING		
DLT SOLUTIONS LLC	1,585.69	424658
GRAYBAR ELECTRIC COMPANY, INC.	18.36	424685
HERNANDEZ OFFICE SUPPLY, INC.	369.00	424694
CDW COMPUTER CENTERS, INC.	10,304.19	424753
DE LAGE LANDEN PUBLIC FINANCE	70.00	424829
SPOK INC	12.07	424854
FAITH TECHNOLOGIES INC	3,612.00	424862
		15,971.31*
VOTERS REGISTRATION DEPT		
UNITED STATES POSTAL SERVICE	231.45	424765
DE LAGE LANDEN PUBLIC FINANCE	70.00	424829
		301.45*
ELECTIONS DEPARTMENT		
OFFICE DEPOT	238.00	424710
UNITED STATES POSTAL SERVICE	45.40	424765
SIERRA SPRING WATER CO. - BT	46.54	424767
JEFFERSON COUNTY CREDIT CARDS	352.50	424823
DE LAGE LANDEN PUBLIC FINANCE	271.65	424829
		954.09*
DISTRICT ATTORNEY		
CAMEO / SABINE NECHES TRAVEL	1,604.40	424667
HOLIDAY INN - BEAUMONT PLAZA	291.03	424695
OFFICE DEPOT	547.21	424710
TEXAS DISTRICT & COUNTY ATTY ASSN.	175.00	424732
UNITED STATES POSTAL SERVICE	214.83	424765
DE LAGE LANDEN PUBLIC FINANCE	480.00	424829
TRANSUNION RISK AND ALTERNATIVE	110.00	424858
HIGGINBOTHAM INSURANCE AGENCY INC	71.00	424859
		3,493.47*
DISTRICT CLERK		
OFFICE DEPOT	81.00	424710
UNITED STATES POSTAL SERVICE	332.17	424765
CONFIRMDELIVERY.COM INC	360.77	424816
DE LAGE LANDEN PUBLIC FINANCE	70.00	424829
		843.94*
CRIMINAL DISTRICT COURT		
DAVID GROVE	8,750.00	424653
DAVID W BARLOW	4,375.00	424662
DONALD W. DUESLER & ASSOC.	8,750.00	424676
LEAH HAYES	2,652.95	424693
MARSHA NORMAND	8,750.00	424708
BRUCE N. SMITH	1,050.00	424724
TEXAS COURT REPORTERS ASSOCIATION	150.00	424733
UNITED STATES POSTAL SERVICE	23.41	424765
LANGSTON ADAMS	800.00	424776
JOEL WEBB VAZQUEZ	800.00	424787
DE LAGE LANDEN PUBLIC FINANCE	441.64	424829
JAMES R. MAKIN, P.C.	2,362.50	424830
BRIAR ENTERPRISES	400.00	424831
C. HADEN CRIBBS JR., PC	8,750.00	424834
		48,055.50*
58TH DISTRICT COURT		
DE LAGE LANDEN PUBLIC FINANCE	70.00	424829
		70.00*
60TH DISTRICT COURT		
OFFICE DEPOT	350.82	424710
UNITED STATES POSTAL SERVICE	9.90	424765
DE LAGE LANDEN PUBLIC FINANCE	70.00	424829
		430.72*
136TH DISTRICT COURT		

PGM: GMCOMMV2	DATE 09-12-2016	AMOUNT	CHECK NO.	PAGE: 4 94 TOTAL
NAME				
UNITED STATES POSTAL SERVICE	.86	424765		
DE LAGE LANDEN PUBLIC FINANCE	70.00	424829		70.86*
172ND DISTRICT COURT				
DE LAGE LANDEN PUBLIC FINANCE	70.00	424829		70.00*
252ND DISTRICT COURT				
DAVID W BARLOW	4,375.00	424662		
THOMAS J. BURBANK, P.C.	900.00	424666		
MIKE VAN ZANDT	8,750.00	424736		
BRACK JONES JR.	8,750.00	424747		
UNITED STATES POSTAL SERVICE	114.92	424765		
ALLEN PARKER	8,750.00	424820		
DE LAGE LANDEN PUBLIC FINANCE	70.00	424829		
MATUSKA LAW FIRM	3,337.50	424851		35,047.42*
279TH DISTRICT COURT				
DAVID GROVE	75.00	424652		
JACK LAWRENCE	325.00	424654		
PHILLIP DOWDEN	325.00	424659		
TERRENCE HOLMES	75.00	424696		
BRACK JONES JR.	325.00	424746		
GLEN M. CROCKER	650.00	424769		
LANGSTON ADAMS	75.00	424776		
JOEL WEBB VAZQUEZ	75.00	424787		
TONYA CONNELL TOUPS	375.00	424805		
JONATHAN L. STOVALL	75.00	424825		
DE LAGE LANDEN PUBLIC FINANCE	70.00	424829		
WILLIAM MARCUS WILKERSON	150.00	424840		
MATUSKA LAW FIRM	150.00	424851		
TARA SHELANDER	75.00	424853		
MELANIE AIREY	150.00	424860		
LAW OFFICE OF J SCOTT FREDERICK	225.00	424861		
GORDON D FRIESZ	75.00	424867		3,270.00*
317TH DISTRICT COURT				
DAVID GROVE	500.00	424652		
PHILLIP DOWDEN	725.00	424659		
THOMAS J. BURBANK, P.C.	975.00	424666		
TRAVIS EVANS	325.00	424679		
JIMMY D. HAMM	800.00	424692		
TERRENCE HOLMES	1,275.00	424696		
MARVA PROVO	650.00	424714		
ANITA F. PROVO	1,525.00	424715		
WENDELL RADFORD	500.00	424716		
NATHAN REYNOLDS, JR.	500.00	424717		
BRACK JONES JR.	325.00	424746		
KEVIN S. LAINE	325.00	424748		
CHARLES ROJAS	75.00	424755		
LEXIS-NEXIS	56.00	424766		
GLEN M. CROCKER	1,675.00	424769		
DONEANE E. BECKCOM	500.00	424770		
LANGSTON ADAMS	575.00	424776		
JOEL WEBB VAZQUEZ	1,530.00	424787		
TONYA CONNELL TOUPS	150.00	424805		
RONALD PLESSALA	325.00	424810		
ALLEN PARKER	750.00	424819		
JONATHAN L. STOVALL	500.00	424825		
DE LAGE LANDEN PUBLIC FINANCE	70.00	424829		
WILLIAM FORD DISHMAN	300.00	424846		
MATUSKA LAW FIRM	625.00	424851		
MELANIE AIREY	600.00	424860		
LAW OFFICE OF J SCOTT FREDERICK	150.00	424861		
GORDON D FRIESZ	1,337.50	424867		
ASHLEY CEDILLO	225.00	424880		17,868.50*
JUSTICE COURT-PCT 1 PL 1				
UNITED STATES POSTAL SERVICE	51.14	424765		

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NAME	AMOUNT	CHECK NO.	TOTAL
LEXIS-NEXIS	51.44	424766	
DE LAGE LANDEN PUBLIC FINANCE	90.00	424829	
JUSTICE COURT-PCT 1 PL 2			192.58*
UNITED STATES POSTAL SERVICE	1.36	424765	
DE LAGE LANDEN PUBLIC FINANCE	70.00	424829	
JUSTICE COURT-PCT 4			71.36*
DE LAGE LANDEN PUBLIC FINANCE	90.00	424829	
JUSTICE COURT-PCT 6			90.00*
UNITED STATES POSTAL SERVICE	46.11	424765	
DE LAGE LANDEN PUBLIC FINANCE	70.00	424829	
JUSTICE OF PEACE PCT. 8			116.11*
DE LAGE LANDEN PUBLIC FINANCE	70.00	424829	
COUNTY COURT AT LAW NO.1			70.00*
CASH ADVANCE ACCOUNT	1,170.53	424699	
UNITED STATES POSTAL SERVICE	1.79	424765	
JEFFERSON COUNTY CREDIT CARDS	550.00	424823	
DE LAGE LANDEN PUBLIC FINANCE	245.92	424829	
COUNTY COURT AT LAW NO. 2			1,968.24*
TEXAS COURT REPORTERS ASSOCIATION	150.00	424733	
UNITED STATES POSTAL SERVICE	6.78	424765	
LANGSTON ADAMS	250.00	424776	
JOEL WEBB VAZQUEZ	550.00	424787	
JEFFERSON COUNTY CREDIT CARDS	266.63	424823	
DE LAGE LANDEN PUBLIC FINANCE	70.00	424829	
SAMUEL & SON LAW FIRM PLLC	250.00	424856	
AMY TOMLINSON	500.00	424873	
JANSON ELLIOTT BAILEY	300.00	424879	
COUNTY COURT AT LAW NO. 3			2,343.41*
GAYLYN COOPER	250.00	424649	
MARVA PROVO	250.00	424714	
CHARLES ROJAS	300.00	424755	
UNITED STATES POSTAL SERVICE	7.25	424765	
DE LAGE LANDEN PUBLIC FINANCE	70.00	424829	
COURT MASTER			877.25*
UNITED STATES POSTAL SERVICE	1.20	424765	
DE LAGE LANDEN PUBLIC FINANCE	70.00	424829	
MEDIATION CENTER			71.20*
UNITED STATES POSTAL SERVICE	6.38	424765	
DE LAGE LANDEN PUBLIC FINANCE	70.00	424829	
COMMUNITY SUPERVISION			76.38*
DE LAGE LANDEN PUBLIC FINANCE	280.00	424829	
SHERIFF'S DEPARTMENT			280.00*
ENTERGY	994.23	424687	
JEPPESSEN & SANDERSON	2,787.00	424700	
OFFICE DEPOT	3,996.81	424710	
AT&T	32.56	424728	
UNITED STATES POSTAL SERVICE	1,149.59	424765	
SEARS COMMERICAL CREDIT	109.98	424772	
AED SUPERSTORE	118.00	424788	
JEFFERSON COUNTY CREDIT CARDS	423.66	424823	
DE LAGE LANDEN PUBLIC FINANCE	800.00	424829	

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NAME	AMOUNT	CHECK NO. TOTAL
TRANSUNION RISK AND ALTERNATIVE HOLIDAY CHEVROLET	476.75 32,885.00	424858 424886
CRIME LABORATORY		43,773.58*
FISHER SCIENTIFIC	480.54	424682
OFFICE DEPOT	218.31	424710
HENRY SCHEIN, INC.	730.94	424720
ULINE SHIPPING SUPPLY SPECIALI	331.55	424735
WHOLESALE ELECTRIC SUPPLY CO.	184.85	424739
BROWNELLS, INC.	34.99	424742
THREADS	314.00	424763
LOWE'S HOME CENTERS, INC.	28.35	424774
AIRGAS SOUTHWEST	58.30	424808
DE LAGE LANDEN PUBLIC FINANCE	90.00	424829
ATTAINIT	984.13	424872
JAIL - NO. 2		3,455.96*
MARK'S PLUMBING PARTS	268.10	424646
CITY OF BEAUMONT - WATER DEPT.	16.00	424669
ENTERGY	35,300.90	424687
CASH ADVANCE ACCOUNT	3,553.60	424699
KAY ELECTRONICS, INC.	25.00	424701
M&D SUPPLY	23.24	424703
SANITARY SUPPLY, INC.	2,089.70	424719
SCOTT EQUIPMENT, INC.	708.14	424721
CUMMINS SOUTHERN PLAINS	1,414.00	424752
LOWE'S HOME CENTERS, INC.	25.79	424774
ULTRA-CHEM, INC.	610.11	424777
TURBINE AIRCRAFT SERVICES	613.26	424783
BELT SOURCE	89.67	424796
HUMANE RESTRAINT	171.50	424815
JEFFERSON COUNTY CREDIT CARDS	198.56	424823
DE LAGE LANDEN PUBLIC FINANCE	1,280.00	424829
CONSTELLATION NEWENERGY - GAS DIVIS	2,437.04	424841
MATERA PAPER COMPANY INC	3,750.82	424842
BENCHMARK PLUMBING	745.00	424845
INDUSTRIAL TRANSPORTATION WASTE LLC	360.00	424882
JUVENILE PROBATION DEPT.		53,283.31*
FED EX	47.52	424681
CASH ADVANCE ACCOUNT	459.50	424699
OFFICE DEPOT	743.28	424710
S.E. TEXAS REGIONAL PLANNING	450.00	424725
CHERYL TARVER	75.60	424743
UNITED STATES POSTAL SERVICE	44.67	424765
SHANNA CITIZEN	98.82	424775
LATASHA DILL	31.00	424793
LYNN BIERHALTER	151.20	424795
SHARON STREETMAN	43.20	424797
LATONYA DOUCET	110.16	424809
DE LAGE LANDEN PUBLIC FINANCE	140.00	424829
JOSH CUYOS	201.42	424852
SPOK INC	48.28	424854
TANISHA GRIFFIN	350.46	424857
ROXANA MITCHELL	411.48	424866
CHRISTAL CHANNELL	231.12	424871
KAREN RIGGS	185.76	424874
JUVENILE DETENTION HOME		3,823.47*
AAA LOCK & SAFE	112.50	424643
ALL STAR PLUMBING	640.33	424657
EPS	516.80	424677
FRANK'S MEDICAL MART	2,660.00	424683
ENTERGY	7,343.74	424687
MOORE SERVICE CO., INC.	296.00	424704
SANITARY SUPPLY, INC.	113.23	424719
AT&T	688.44	424728
FLOWERS FOODS	105.52	424782
BEN E KEITH FOODS	2,517.89	424784

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NAME	AMOUNT	CHECK NO. TOTAL
DE LAGE LANDEN PUBLIC FINANCE	229.79	424829
CONSTABLE PCT 1		15,224.24*
UNITED STATES POSTAL SERVICE	61.38	424765
TEXAS CODE BLUE LLC	212.50	424785
DE LAGE LANDEN PUBLIC FINANCE	323.13	424829
SILSBEE FORD INC	1,116.70	424847
CONSTABLE-PCT 4		1,713.71*
DE LAGE LANDEN PUBLIC FINANCE	70.00	424829
ALAN ROBERTS	36.98	424875
CONSTABLE-PCT 6		106.98*
UNITED STATES POSTAL SERVICE	8.62	424765
DE LAGE LANDEN PUBLIC FINANCE	70.00	424829
CONSTABLE PCT. 8		78.62*
DE LAGE LANDEN PUBLIC FINANCE	322.93	424829
COUNTY MORGUE		322.93*
BJ TRANSPORT SERVICE, INC.	9,500.00	424661
AGRICULTURE EXTENSION SVC		9,500.00*
STARLA B. GARLICK	1,058.64	424648
UNITED STATES POSTAL SERVICE	41.40	424765
DE LAGE LANDEN PUBLIC FINANCE	200.00	424829
DAVID OATES	77.76	424878
ALLEN HOMANN	62.64	424884
HEALTH AND WELFARE NO. 1		1,440.44*
COMMUNITY FUNERAL CHAPEL, INC.	3,000.00	424672
OFFICE DEPOT	199.70	424710
UNITED STATES POSTAL SERVICE	74.26	424765
PROCTOR'S MORTUARY INC	1,500.00	424821
DE LAGE LANDEN PUBLIC FINANCE	372.43	424829
SPOK INC	22.88	424854
HEALTH AND WELFARE NO. 2		5,169.27*
DE LAGE LANDEN PUBLIC FINANCE	140.00	424829
SPOK INC	7.71	424854
NURSE PRACTITIONER		147.71*
MCKESSON MEDICAL-SURGICAL INC	1,483.25	424754
DE LAGE LANDEN PUBLIC FINANCE	70.00	424829
CHILD WELFARE UNIT		1,553.25*
DISA, INC.	964.00	424675
BEAUMONT OCCUPATIONAL SERVICE, INC.	1,419.40	424771
SEARS COMMERCIAL CREDIT	1,279.87	424773
TYMIR WILSON PAYEE	30.00	424799
KAYLEE BERRY PAYEE	15.00	424855
MYA ARCENEUX	30.00	424869
RAVEN WILSON	30.00	424885
ENVIRONMENTAL CONTROL		3,768.27*
DE LAGE LANDEN PUBLIC FINANCE	323.13	424829
MAINTENANCE-BEAUMONT		323.13*
COBURN'S, BEAUMONT BOWIE (1)	75.16	424671
ENTERGY	4,895.53	424687
M&D SUPPLY	66.78	424703

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NAME	AMOUNT	CHECK NO. TOTAL
MOORE SUPPLY, INC.	25.95	424705
ACE IMAGEWEAR	163.86	424723
AT&T	1,006.47	424728
WHOLESALE ELECTRIC SUPPLY CO.	769.00	424739
CENTERPOINT ENERGY RESOURCES CORP	270.81	424790
JEFFERSON COUNTY CREDIT CARDS	346.00	424823
DE LAGE LANDEN PUBLIC FINANCE	70.00	424829
FRED MILLER'S OUTDOOR EQUIPMENT LLC	102.85	424863
AT&T	4,512.81	424876
		12,305.22*
MAINTENANCE-PORT ARTHUR		
ENTERGY	1,569.68	424687
ENTERGY	4,439.11	424688
DE LAGE LANDEN PUBLIC FINANCE	140.00	424829
		6,148.79*
MAINTENANCE-MID COUNTY		
CITY OF NEDERLAND	25.56	424670
ENTERGY	2,396.56	424687
AT&T	697.15	424728
W. JEFFERSON COUNTY M.W.D.	45.79	424737
DE LAGE LANDEN PUBLIC FINANCE	70.00	424829
		3,235.06*
SERVICE CENTER		
CLASSIC CHEVROLET	173.22	424644
A-LINE FRONT END & BRAKE	78.50	424655
INTERSTATE BATTERIES OF BEAUMONT/PA	158.95	424697
J.K. CHEVROLET CO.	77.50	424698
KINSEL FORD, INC.	237.24	424702
THE MUFFLER SHOP	56.00	424706
MUNRO'S	39.45	424707
PHILPOTT MOTORS, INC.	194.03	424713
RITTER @ HOME	129.99	424718
ORANGE COUNTY ASSOCIATION FOR	264.00	424744
VIN'S PAINT & BODY, INC.	3,244.11	424749
JEFFERSON CTY. TAX OFFICE	7.00	424756
JEFFERSON CTY. TAX OFFICE	7.00	424757
JEFFERSON CTY. TAX OFFICE	7.50	424758
JEFFERSON CTY. TAX OFFICE	7.00	424759
JEFFERSON CTY. TAX OFFICE	7.50	424760
PETROLEUM SOLUTIONS, INC.	765.05	424786
BUMPER TO BUMPER	354.37	424789
AIRPORT GULF TOWING LLC	95.00	424794
ROBERT'S TEXACO XPRESS LUBE	168.00	424811
AMERICAN TIRE DISTRIBUTORS	1,121.39	424812
C & I OIL COMPANY INC	1,222.00	424813
DE LAGE LANDEN PUBLIC FINANCE	70.00	424829
MIGHTY OF SOUTHEAST TEXAS	334.36	424832
EASTEX PRESSURE WASHERS	4,745.00	424835
DABNEY GARAGE DOORS	10,596.00	424837
SILSBEE FORD INC	247.61	424847
CINTAS CORPORATION	85.80	424881
		24,493.57*
VETERANS SERVICE		
UNITED STATES POSTAL SERVICE	49.10	424765
HILARY GUEST	114.26	424778
DE LAGE LANDEN PUBLIC FINANCE	240.00	424829
		403.36*
		349,777.67**
MOSQUITO CONTROL FUND		
SUPERIOR TIRE & SERVICE	25.64	424656
ENTERGY	641.57	424687
MUNRO'S	75.70	424707
AT&T	31.24	424729
WYLIE MANUFACTURING CO.	1,123.35	424740
PARKER LUMBER	44.45	424822
JEFFERSON COUNTY CREDIT CARDS	541.89	424823
DE LAGE LANDEN PUBLIC FINANCE	70.00	424829
		2,553.84**
BREATH ALCOHOL TESTING		

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NAME	AMOUNT	CHECK NO.	TOTAL
GUTH LABORATORIES, INC.	197.31	424691	197.31**
FAMILY GROUP CONFERENCING			
DE LAGE LANDEN PUBLIC FINANCE	70.00	424829	70.00**
SECURITY FEE FUND			
KWP TELECOM LLC	4,100.00	424868	4,100.00**
LAW LIBRARY FUND			
DE LAGE LANDEN PUBLIC FINANCE	70.00	424829	
THOMSON REUTERS-WEST	2,590.74	424843	2,660.74**
EMPG GRANT			
SOUTHEAST TEXAS WATER	9.95	424726	
LAMAR ADVERTISING	2,000.00	424814	2,009.95**
JUVENILE GRANT R			
CDW COMPUTER CENTERS, INC.	908.55	424753	908.55**
GRANT A STATE AID			
OMNICARE SAN ANTONIO	62.51	424803	
OMNICARE SAN ANTONIO	6.49	424804	
SPOK INC	19.78	424854	88.78**
COMMUNITY SUPERVISION FND			
TIME WARNER COMMUNICATIONS	84.60	424731	
UNITED STATES POSTAL SERVICE	86.38	424765	
JCCSC	120.00	424824	290.98**
JEFF. CO. WOMEN'S CENTER			
ALL STAR PLUMBING	315.16	424657	
GOLD CREST ELECTRIC CO., INC.	206.24	424684	
SYSCO FOOD SERVICES, INC.	1,191.80	424730	
PETTY CASH - RESTITUTION I	94.00	424741	
MCKESSON MEDICAL-SURGICAL INC	327.60	424754	
BEN E KEITH FOODS	1,447.77	424784	
CENTERPOINT ENERGY RESOURCES CORP	223.15	424790	
DE LAGE LANDEN PUBLIC FINANCE	140.00	424829	
MATERA PAPER COMPANY INC	136.21	424842	
SPOK INC	16.41	424854	4,098.34**
MENTALLY IMPAIRED OFFEND.			
TRAZARRA STELLY	61.56	424806	61.56**
COMMUNITY CORRECTIONS PRG			
DE LAGE LANDEN PUBLIC FINANCE	90.00	424829	90.00**
DRUG DIVERSION PROGRAM			
DE LAGE LANDEN PUBLIC FINANCE	80.00	424829	80.00**
LAW OFFICER TRAINING GRT			
BEAUMONT TROPHIES	143.00	424665	
ANGELA BROCATO	300.00	424887	443.00**
COUNTY RECORDS MANAGEMENT			
CDW COMPUTER CENTERS, INC.	539.89	424753	539.89**
DEPUTY SHERIFF EDUCATION			
JEFFERSON COUNTY CREDIT CARDS	300.00	424823	300.00**
CONST. PCT. 2 EDUCATION			

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NAME	AMOUNT	CHECK NO.	TOTAL 100
CASH ADVANCE ACCOUNT	921.20	424699	921.20**
HOTEL OCCUPANCY TAX FUND			
AT&T	179.33	424728	
DE LAGE LANDEN PUBLIC FINANCE	315.00	424829	494.33**
DISTRICT CLK RECORDS MGMT			
DE LAGE LANDEN PUBLIC FINANCE	140.00	424829	140.00**
AIRPORT FUND			
ENTERGY	13,319.03	424690	
UNITED STATES POSTAL SERVICE	5.25	424765	
DE LAGE LANDEN PUBLIC FINANCE	140.00	424829	13,464.28**
SE TX EMP. BENEFIT POOL			
CHLIC-CHICAGO	63,943.48	424817	
COMPASS PROFESSIONAL HEALTH SERVICE	6,340.00	424848	
SA BENEFITS SERVICES LLC	29,455.64	424849	99,739.12**
SETEC FUND			
CDW COMPUTER CENTERS, INC.	765.36	424753	765.36**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	12,273.88	424791	12,273.88**
SHERIFF'S FORFEITURE FUND			
HELICOPTER WORK AIDS	115.00	424883	115.00**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	14,460.00	424614	
CLEAT	324.00	424615	
JEFFERSON CTY. TREASURER	17,169.68	424616	
RON STADTMUELLER - CHAPTER 13	932.50	424617	
INTERNAL REVENUE SERVICE	475.00	424618	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	5,040.00	424619	
JEFFERSON CTY. COMMUNITY SUP.	10,032.90	424620	
JEFFERSON CTY. TREASURER - HEALTH	457,486.58	424621	
JEFFERSON CTY. TREASURER - GENERAL	10.00	424622	
JEFFERSON CTY. TREASURER - PAYROLL	1,645,220.22	424623	
JEFFERSON CTY. TREASURER - PAYROLL	653,936.29	424624	
MONY/MLOA	198.74	424625	
POLICE & FIRE FIGHTERS' ASSOCIATION	3,049.31	424626	
TGSLC	342.83	424627	
UNITED WAY OF BEAUMONT& N JEFFERSON	55.31	424628	
JEFFERSON CTY. TREASURER - TCDRS	624,184.26	424629	
OPPENHEIMER FUNDS DISTRIBUTOR, INC	1,781.65	424630	
JEFFERSON COUNTY TREASURER	2,705.83	424631	
JEFFERSON COUNTY - TREASURER -	6,525.39	424632	
NECHES FEDERAL CREDIT UNION	58,760.29	424633	
JEFFERSON COUNTY - NATIONWIDE	55,957.50	424634	
TENNESSEE CHILD SUPPORT	115.38	424635	
SBA - U S DEPARTMENT OF TREASURY	168.49	424636	
CALIFORNIA STATE DISBURSEMENT UNIT	117.23	424637	
WILLIAM E HEITKAMP	755.01	424638	
JOHN TALTON	1,560.77	424639	
IL DEPT OF HEALTCARD AND FAMILY SER	49.85	424640	
BELINDA M ZURITA	230.77	424641	
UNITED STATES TREASURY	2,446.30	424642	3,564,092.08**
MARINE DIVISION			
FAST SIGNS, INC.	216.00	424680	
ENTERGY	576.40	424687	
SETZER HARDWARE, INC.	50.17	424722	
VERIZON WIRELESS	531.86	424762	



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NAME	AMOUNT	CHECK NO. TOTAL
SIERRA SPRING WATER CO. - BT	89.63	424768
INDUSTRIAL & COMMERCIAL MECHANICAL	257.83	424836
GALLS LLC	1,702.20	424864
		3,424.09**
ASAP - CONSTABLE PCT 8		
TEXAS CODE BLUE LLC	108.00	424785
		108.00**
GLO IKE ROUND 2		
APOLLO ENVIRONMENTAL STRATEGIES INC	75,117.02	424650
		75,117.02**
		4,171,294.53***

PGM: GMCOMMV2	DATE 09-05-2016	PAGE: 1
NAME	AMOUNT	CHECK NO. TOTAL
JURY FUND		
TRI-CITY COFFEE SERVICE	11.10	424495
ROAD & BRIDGE PCT.#1		11.10**
APAC, INC. - TROTTI & THOMSOM	1,017.28	424420
MUNRO'S	29.65	424461
NEFF BROS. AUTO SERVICE	800.00	424462
OFFICE DEPOT	100.77	424464
SAM'S WESTERN WEAR, INC.	562.79	424473
SANITARY SUPPLY, INC.	514.44	424474
STAR GRAPHICS SHARP	19.41	424482
STAR GRAPHICS SHARP	19.41	424486
SOUTHERN TIRE MART, LLC	190.50	424502
BELT SOURCE	49.22	424539
MARTIN MARIEETA MATERIALS	658.32	424600
ROAD & BRIDGE PCT.#2		3,961.79**
SUPERIOR TIRE & SERVICE	140.00	424417
BEAUMONT ENTERPRISE	302.64	424435
ENTERGY	106.22	424445
MUNRO'S	29.90	424461
RITTER @ HOME	38.99	424470
STAR GRAPHICS SHARP	24.96	424482
STAR GRAPHICS SHARP	24.96	424486
BUMPER TO BUMPER	186.11	424538
DRAGO SUPPLY	312.48	424555
ROAD & BRIDGE PCT. # 3		1,166.26**
SPIDLE & SPIDLE	1,451.43	424414
APAC, INC. - TROTTI & THOMSOM	12,629.64	424420
BEAUMONT TRACTOR COMPANY	63.84	424422
FARM & HOME SUPPLY	77.85	424437
GULF COAST AUTOMOTIVE, INC.	31.66	424444
ENTERGY	322.10	424445
MUNRO'S	44.45	424461
OFFICE DEPOT	73.08	424464
AT&T	72.17	424478
STAR GRAPHICS SHARP	38.82	424482
STAR GRAPHICS SHARP	38.82	424486
WEAVER, FALGOUT, & CARRUTH, INC.	373.75	424498
STRATTON INC.	39.84	424499
AUTO ZONE	117.28	424500
HOWARD'S AUTO SUPPLY	8.52	424505
TEXAS GAS SERVICE	150.45	424530
PATHMARK TRAFFICE PRODUCTS OF TEXAS	2,601.06	424531
LANSDOWNE-MOODY CO	397.12	424540
TRACTOR SUPPLY CO	20.67	424541
MARTIN PRODUCT SALES LLC	305.50	424542
SPURLOCK ROAD VETERINARY CLINIC	125.00	424568
FELIX AAA AUTO & TRUCK PARTS LLC	186.49	424602
SMITTY'S HAMSHIRE GULF	3.00	424612
ROAD & BRIDGE PCT.#4		19,172.54**
SPIDLE & SPIDLE	3,996.14	424414
CITY OF BEAUMONT - WATER DEPT.	19.03	424429
ENTERGY	1,178.94	424445
M&D SUPPLY	33.74	424456
MUNRO'S	132.66	424461
OIL CITY TRACTORS, INC.	1,286.80	424465
STAR GRAPHICS SHARP	63.73	424482
STAR GRAPHICS SHARP	63.73	424486
TRIANGLE ENGINE DIST.	51.59	424494
BEAUMONT INDEPENDENT SCHOOL	584.50	424507
UNITED STATES POSTAL SERVICE	25.33	424519
EVERETT D ALFRED	90.72	424529
DRAGO SUPPLY	514.52	424555
ON TIME TIRE	82.00	424569
PETROLEUM MATERIALS LLC	5,518.39	424590

PGM: GMCOMMV2	DATE 09-05-2016	AMOUNT	CHECK NO.	PAGE: 2 103 TOTAL
GCR TIRES & SERVICE	22.95	424591		
1800RADIATOR & AC	83.00	424595		
ENGINEERING FUND				13,747.77**
STAR GRAPHICS SHARP	127.84	424482		
STAR GRAPHICS SHARP	127.84	424486		
PARKS & RECREATION				255.68**
APAC, INC. - TROTTI & THOMSOM	3,731.16	424420		
FARM & HOME SUPPLY	18.61	424437		
ENTERGY	62.34	424445		
LOWE'S HOME CENTERS, INC.	16.00	424525		
PATHMARK TRAFFICE PRODUCTS OF TEXAS	134.50	424531		
GENERAL FUND				3,962.61**
CITY OF BEAUMONT - CENTRAL COLLECTI	118,457.73	424428		
HARDIN COUNTY	34,698.60	424515		
TEXAS COMPTROLLER OF PUBLIC ACCOUNT	877,106.44	424604		
LEANNE JOHNSON	287.52	424613		
TAX OFFICE				1,030,550.29*
STAR GRAPHICS SHARP	102.60	424482		
STAR GRAPHICS SHARP	102.60	424486		
UNITED STATES POSTAL SERVICE	574.20	424519		
TX DMV	4,500.00	424554		
NEMO-Q	2,360.00	424580		
CINTAS CORPORATION	101.33	424610		
COUNTY HUMAN RESOURCES				7,740.73*
MOORMAN & ASSOCIATES, INC.	900.00	424460		
STAR GRAPHICS SHARP	19.41	424482		
STAR GRAPHICS SHARP	19.41	424486		
CDW COMPUTER CENTERS, INC.	124.32	424508		
UNITED STATES POSTAL SERVICE	7.26	424519		
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	25.00	424608		
AUDITOR'S OFFICE				1,095.40*
STAR GRAPHICS SHARP	19.41	424482		
STAR GRAPHICS SHARP	19.41	424486		
UNITED STATES POSTAL SERVICE	15.10	424519		
COUNTY CLERK				53.92*
ADVANCED OFFICE SYSTEMS, INC.	531.00	424405		
STAR GRAPHICS SHARP	291.99	424482		
STAR GRAPHICS SHARP	291.99	424486		
UNITED STATES POSTAL SERVICE	282.79	424519		
COUNTY JUDGE				1,397.77*
OFFICE DEPOT	162.60	424464		
STAR GRAPHICS SHARP	19.41	424482		
STAR GRAPHICS SHARP	19.41	424486		
UNITED STATES POSTAL SERVICE	29.97	424519		
THOMSON REUTERS-WEST	116.58	424577		
RISK MANAGEMENT				347.97*
STAR GRAPHICS SHARP	19.41	424482		
STAR GRAPHICS SHARP	19.41	424486		
UNITED STATES POSTAL SERVICE	2.86	424519		
COUNTY TREASURER				41.68*
STAR GRAPHICS SHARP	92.04	424482		

PGM: GMCOMMV2	DATE 09-05-2016	AMOUNT	CHECK NO.	PAGE: 3 104 TOTAL
STAR GRAPHICS SHARP	92.04	424486		
UNITED STATES POSTAL SERVICE	193.03	424519		
PRINTING DEPARTMENT				377.11*
OLMSTED-KIRK PAPER	218.05	424466		
STAR GRAPHICS SHARP	333.16	424482		
STAR GRAPHICS SHARP	333.16	424486		
CIT TECHNOLOGY FINANCING SERVICE	499.00	424548		1,383.37*
PURCHASING DEPARTMENT				
MCNEILL INSURANCE AGENCY	71.00	424458		
OFFICE DEPOT	396.17	424464		
STAR GRAPHICS SHARP	19.41	424482		
STAR GRAPHICS SHARP	19.41	424486		
UNITED STATES POSTAL SERVICE	12.65	424519		
SHI GOVERNMENT SOLUTIONS, INC.	984.60	424523		1,503.24*
GENERAL SERVICES				
TIME WARNER COMMUNICATIONS	2,442.76	424489		
TCT INDUSTRIES, INC.	14,588.00	424490		
DYNAMEX INC	197.70	424585		17,228.46*
DATA PROCESSING				
IP SWITCH, INC.	4,868.75	424418		
OLMSTED-KIRK PAPER	159.60	424466		
STAR GRAPHICS SHARP	19.41	424482		
STAR GRAPHICS SHARP	19.41	424486		
JOHN FERRARA	773.75	424533		5,840.92*
VOTERS REGISTRATION DEPT				
STAR GRAPHICS SHARP	19.41	424482		
STAR GRAPHICS SHARP	19.41	424486		
UNITED STATES POSTAL SERVICE	276.97	424519		315.79*
ELECTIONS DEPARTMENT				
STAR GRAPHICS SHARP	75.34	424482		
STAR GRAPHICS SHARP	75.34	424486		
ULINE SHIPPING SUPPLY SPECIALI	505.67	424496		
UNITED STATES POSTAL SERVICE	11.28	424519		667.63*
DISTRICT ATTORNEY				
CASH ADVANCE ACCOUNT	46.38	424453		
OFFICE DEPOT	641.52	424464		
STAR GRAPHICS SHARP	133.11	424482		
STAR GRAPHICS SHARP	133.11	424486		
TEXAS DISTRICT & COUNTY ATTY ASSN.	350.00	424491		
UNITED STATES POSTAL SERVICE	182.67	424519		
SHI GOVERNMENT SOLUTIONS, INC.	328.20	424523		
PCM-G	1,585.40	424551		3,400.39*
DISTRICT CLERK				
STAR GRAPHICS SHARP	19.41	424482		
STAR GRAPHICS SHARP	19.41	424486		
UNITED STATES POSTAL SERVICE	441.83	424519		
PCM-G	295.20	424551		775.85*
CRIMINAL DISTRICT COURT				
EDWARD B. GRIPON, M.D., P.A.	595.00	424443		
NATHAN REYNOLDS, JR.	800.00	424469		
STAR GRAPHICS SHARP	122.48	424482		
STAR GRAPHICS SHARP	122.48	424486		
TEXAS COURT REPORTERS ASSOCIATION	150.00	424492		
KEVIN S. LAINE	1,400.00	424504		
TURK LAW FIRM	600.00	424572		

PGM: GMCOMMV2	DATE 09-05-2016	AMOUNT	CHECK NO.	PAGE: 4 105 TOTAL
NAME				
STEVEN GREENE		449.83	424583	
58TH DISTRICT COURT				4,239.79*
STAR GRAPHICS SHARP		19.41	424482	
STAR GRAPHICS SHARP		19.41	424486	
UNITED STATES POSTAL SERVICE		1.60	424519	
60TH DISTRICT COURT				40.42*
STAR GRAPHICS SHARP		19.41	424482	
STAR GRAPHICS SHARP		19.41	424486	
UNITED STATES POSTAL SERVICE		.93	424519	
136TH DISTRICT COURT				39.75*
STAR GRAPHICS SHARP		19.41	424482	
STAR GRAPHICS SHARP		19.41	424486	
172ND DISTRICT COURT				38.82*
STAR GRAPHICS SHARP		19.41	424482	
STAR GRAPHICS SHARP		19.41	424486	
252ND DISTRICT COURT				38.82*
TRAVIS EVANS		900.00	424436	
LEAH HAYES		53.35	424446	
TERRENCE HOLMES		1,700.00	424448	
STAR GRAPHICS SHARP		19.41	424482	
STAR GRAPHICS SHARP		19.41	424486	
TEXAS COURT REPORTERS ASSOCIATION		150.00	424492	
KEVIN S. LAINE		2,881.00	424504	
JOHN D WEST		800.00	424511	
UNITED STATES POSTAL SERVICE		136.03	424519	
LEXIS-NEXIS		56.00	424520	
ALEX BILL III		3,000.00	424561	
SAMUEL & SON LAW FIRM PLLC		11,659.33	424593	
279TH DISTRICT COURT				21,374.53*
STAR GRAPHICS SHARP		19.41	424482	
STAR GRAPHICS SHARP		19.41	424486	
UNITED STATES POSTAL SERVICE		.40	424519	
317TH DISTRICT COURT				39.22*
DAVID GROVE		150.00	424415	
PHILLIP DOWDEN		1,475.00	424419	
THOMAS J. BURBANK, P.C.		1,050.00	424426	
ROD PAASCH		182.94	424467	
ANITA F. PROVO		75.00	424468	
STAR GRAPHICS SHARP		19.41	424482	
STAR GRAPHICS SHARP		19.41	424486	
JOHN D WEST		75.00	424511	
LANGSTON ADAMS		75.00	424527	
JOEL WEBB VAZQUEZ		150.00	424537	
WILLIAM FORD DISHMAN		75.00	424584	
THE DAWS LAW FIRM PLLC		150.00	424586	
MATUSKA LAW FIRM		1,600.00	424588	
TARA SHELANDER		2,000.00	424589	
MELANIE AIREY		75.00	424596	
GORDON D FRIESZ		500.00	424601	
ASHLEY CEDILLO		375.00	424609	
JUSTICE COURT-PCT 1 PL 1				8,046.76*
STAR GRAPHICS SHARP		24.96	424482	
STAR GRAPHICS SHARP		24.96	424486	
UNITED STATES POSTAL SERVICE		26.99	424519	
JUSTICE COURT-PCT 1 PL 2				76.91*

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NAME	AMOUNT	CHECK NO.	TOTAL 106
STAR GRAPHICS SHARP	19.41	424482	
STAR GRAPHICS SHARP	19.41	424486	
JUSTICE COURT-PCT 4			38.82*
STAR GRAPHICS SHARP	24.96	424482	
STAR GRAPHICS SHARP	24.96	424486	
JUSTICE COURT-PCT 6			49.92*
STAR GRAPHICS SHARP	19.41	424482	
STAR GRAPHICS SHARP	19.41	424486	
UNITED STATES POSTAL SERVICE	33.18	424519	
JUSTICE OF PEACE PCT. 8			72.00*
STAR GRAPHICS SHARP	19.41	424482	
STAR GRAPHICS SHARP	19.41	424486	
COUNTY COURT AT LAW NO.1			38.82*
STAR GRAPHICS SHARP	68.20	424482	
STAR GRAPHICS SHARP	68.20	424486	
UNITED STATES POSTAL SERVICE	2.46	424519	
SIERRA SPRING WATER CO. - BT	63.53	424521	
COUNTY COURT AT LAW NO. 2			202.39*
STAR GRAPHICS SHARP	19.41	424482	
STAR GRAPHICS SHARP	19.41	424486	
UNITED STATES POSTAL SERVICE	3.99	424519	
JANSON ELLIOTT BAILEY	250.00	424607	
COUNTY COURT AT LAW NO. 3			292.81*
DONALD BOUDREAUX	250.00	424424	
THOMAS J. BURBANK, P.C.	250.00	424426	
OFFICE DEPOT	139.99	424464	
STAR GRAPHICS SHARP	19.41	424482	
STAR GRAPHICS SHARP	19.41	424486	
KEVIN S. LAINE	250.00	424504	
UNITED STATES POSTAL SERVICE	4.85	424519	
WILLIAM MARCUS WILKERSON	250.00	424571	
COURT MASTER			1,183.66*
STAR GRAPHICS SHARP	19.41	424482	
STAR GRAPHICS SHARP	19.41	424486	
UNITED STATES POSTAL SERVICE	.86	424519	
LAWYERS DIARY AND MANUAL LLC	73.00	424594	
MEDIATION CENTER			112.68*
MARKET BASKET	132.31	424457	
OFFICE DEPOT	127.05	424464	
SOUTHEAST TEXAS WATER	43.70	424477	
STAR GRAPHICS SHARP	19.41	424482	
STAR GRAPHICS SHARP	19.41	424486	
TRI-CITY COFFEE SERVICE	27.65	424495	
UNITED STATES POSTAL SERVICE	11.99	424519	
ALTERNATIVE SCHOOL			381.52*
CONSOLIDATED PLASTICS CO., INC.	722.37	424434	
CDW COMPUTER CENTERS, INC.	145.49	424508	
COMMUNITY SUPERVISION			867.86*
STAR GRAPHICS SHARP	77.64	424482	
STAR GRAPHICS SHARP	77.64	424486	
SHERIFF'S DEPARTMENT			155.28*

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NAME	AMOUNT	CHECK NO. TOTAL
AIRBORNE LAW ENFORCEMENT ASSN.	180.00	424408
CITY OF NEDERLAND	32.07	424430
FED EX	97.95	424438
OFFICE DEPOT	107.29	424464
AT&T	300.16	424478
STAR GRAPHICS SHARP	221.84	424482
STAR GRAPHICS SHARP	221.84	424486
CLASSEN BUCK SEMINAR INC	67.50	424501
UNITED STATES POSTAL SERVICE	1,149.81	424519
BEAUMONT OCCUPATIONAL SERVICE, INC.	65.90	424524
TEXAS CODE BLUE LLC	60.00	424535
SATCOM DIRECT COMMUNICATIONS INC	45.00	424550
INTERSTATE ALL BATTERY CENTER - BMT	199.99	424552
		2,749.35*
CRIME LABORATORY		
FED EX	242.47	424438
STAR GRAPHICS SHARP	24.96	424482
STAR GRAPHICS SHARP	24.96	424486
		292.39*
JAIL - NO. 2		
PLASTOCON, INC.	3,600.00	424413
KIMCO SERVICES, INC.	872.00	424416
BOB BARKER CO., INC.	431.52	424421
BEAUMONT TRACTOR COMPANY	275.00	424422
COBURN'S, BEAUMONT BOWIE (1)	21.18	424432
W.W. GRAINGER, INC.	4,299.17	424442
HERNANDEZ OFFICE SUPPLY, INC.	60.40	424447
JACK BROOKS REGIONAL AIRPORT	340.56	424452
M&D SUPPLY	115.41	424456
MOORE SUPPLY, INC.	382.17	424459
RALPH'S INDUSTRIAL ELECTRONICS	346.00	424471
SANITARY SUPPLY, INC.	1,152.99	424474
SHERWIN-WILLIAMS	449.46	424476
AT&T	958.85	424478
STAR GRAPHICS SHARP	354.97	424482
STAR GRAPHICS SHARP	354.97	424486
CLASSEN BUCK SEMINAR INC	112.50	424501
COKER DOORS & MOLDING CO.	440.00	424503
CDW COMPUTER CENTERS, INC.	439.08	424508
LOWE'S HOME CENTERS, INC.	110.56	424525
MODERN AG PRODUCTS LTD	483.87	424544
FIVE STAR CORRECTIONAL SERVICE	16,727.23	424556
INDEPENDENT STATIONERS	1,387.06	424560
AI FILTER SERVICE COMPANY	737.60	424566
CONMED INC	261,359.83	424575
MATERA PAPER COMPANY INC	1,922.55	424576
THOMSON REUTERS-WEST	3,701.25	424577
KROPP HOLDINGS INC	513.82	424581
SOUTHEAST TEXAS PARTS AND EQUIPMENT	55.78	424587
GALLS LLC	185.55	424598
LONE STAR UNIFORMS	409.45	424603
INDUSTRIAL TRANSPORTATION WASTE LLC	720.00	424611
		303,320.78*
JUVENILE PROBATION DEPT.		
CASH ADVANCE ACCOUNT	2,229.66	424453
SAM HOUSTON STATE UNIVERSITY	175.00	424472
STAR GRAPHICS SHARP	38.82	424482
STAR GRAPHICS SHARP	38.82	424486
UNITED STATES POSTAL SERVICE	25.56	424519
STATE VOLUNTEER RESOURCE COUNCIL	300.00	424573
		2,807.86*
JUVENILE DETENTION HOME		
STAR GRAPHICS SHARP	63.73	424482
STAR GRAPHICS SHARP	63.73	424486
		127.46*
CONSTABLE PCT 1		
STAR GRAPHICS SHARP	89.62	424482
STAR GRAPHICS SHARP	89.62	424486

PGM: GMCOMMV2	DATE 09-05-2016	AMOUNT	CHECK NO.	PAGE: 7 108 TOTAL
NAME				
UNITED STATES POSTAL SERVICE		35.95	424519	
CONSTABLE-PCT 2				215.19*
OFFICE DEPOT		187.79	424464	
CONSTABLE-PCT 4				187.79*
OFFICE DEPOT		528.60	424464	
STAR GRAPHICS SHARP		19.41	424482	
STAR GRAPHICS SHARP		19.41	424486	
CONSTABLE-PCT 6				567.42*
STAR GRAPHICS SHARP		19.41	424482	
STAR GRAPHICS SHARP		19.41	424486	
UNITED STATES POSTAL SERVICE		19.08	424519	
TEXAS CODE BLUE LLC		12.00	424535	
CONSTABLE PCT. 7				69.90*
COCOMO JOE'S		22.50	424433	
TEXAS CODE BLUE LLC		114.00	424535	
CONSTABLE PCT. 8				136.50*
STAR GRAPHICS SHARP		89.56	424482	
STAR GRAPHICS SHARP		89.56	424486	
AGRICULTURE EXTENSION SVC				179.12*
TERRIE S. LOONEY		65.00	424402	
GEMPLERS, INC.		134.85	424441	
OFFICE DEPOT		231.80	424464	
STAR GRAPHICS SHARP		55.47	424482	
STAR GRAPHICS SHARP		55.47	424486	
UNITED STATES POSTAL SERVICE		55.98	424519	
ACCO BRANDS DIRECT		28.88	424578	
DAVID OATES		30.00	424606	
HEALTH AND WELFARE NO. 1				657.45*
BROUSSARD'S MORTUARY		1,500.00	424425	
CLAYBAR FUNERAL HOME, INC.		3,996.00	424431	
STAR GRAPHICS SHARP		103.29	424482	
STAR GRAPHICS SHARP		103.29	424486	
UNITED STATES POSTAL SERVICE		109.43	424519	
HEALTH AND WELFARE NO. 2				5,812.01*
GABRIEL FUNERAL HOME, INC.		1,750.00	424440	
LEVINGSTON FUNERAL HOME		1,500.00	424455	
OFFICE DEPOT		1,160.23	424464	
STAR GRAPHICS SHARP		38.82	424482	
STAR GRAPHICS SHARP		38.82	424486	
MCKESSON MEDICAL-SURGICAL INC		35.88	424509	
NURSE PRACTITIONER				4,451.99*
STAR GRAPHICS SHARP		19.41	424482	
STAR GRAPHICS SHARP		19.41	424486	
SIERRA SPRING WATER CO. - BT		15.59	424522	
ENVIRONMENTAL CONTROL				54.41*
AT&T		31.24	424478	
STAR GRAPHICS SHARP		89.62	424482	
STAR GRAPHICS SHARP		89.62	424486	
INDIGENT MEDICAL SERVICES				210.48*
GUARDIAN FORCE		178.00	424407	
CARDINAL HEALTH 110 INC		9,771.31	424579	
MAINTENANCE-BEAUMONT				9,949.31*



PGM: GMCOMMV2	DATE 09-05-2016	PAGE: 8
NAME	AMOUNT	CHECK NO.
		TOTAL
CERTIFIED LABORATORIES	267.00	424427
CITY OF BEAUMONT - WATER DEPT.	321.11	424429
COBURN'S, BEAUMONT BOWIE (1)	165.30	424432
ENTERGY	690.84	424445
ACE IMAGEWEAR	154.86	424475
STAR GRAPHICS SHARP	19.41	424482
STAR GRAPHICS SHARP	19.41	424486
OTIS ELEVATOR COMPANY	2,756.00	424532
MEMBER'S BUILDING MAINTENANCE LLC	22,687.76	424582
		27,081.69*
MAINTENANCE-PORT ARTHUR		
FRANK'S MEDICAL MART	389.95	424439
AT&T	1,288.72	424478
STAR GRAPHICS SHARP	38.82	424482
STAR GRAPHICS SHARP	38.82	424486
FASTENAL	21.91	424506
LOWE'S HOME CENTERS, INC.	197.10	424525
ACADIAN HARDWOODS, BEAUMONT	156.60	424526
PARKER LUMBER	170.31	424557
COUNTY HOME AND RANCH LP	1,774.40	424564
SUPPLYWORKS	565.07	424599
		4,641.70*
MAINTENANCE-MID COUNTY		
CITY OF NEDERLAND	38.10	424430
ENTERGY	411.86	424445
ACE IMAGEWEAR	90.35	424475
STAR GRAPHICS SHARP	19.41	424482
STAR GRAPHICS SHARP	19.41	424486
LOWE'S HOME CENTERS, INC.	27.39	424525
FRED MILLER'S OUTDOOR EQUIPMENT LLC	35.20	424597
		641.72*
SERVICE CENTER		
ACTION AUTO GLASS	211.44	424410
SPIDLE & SPIDLE	8,970.78	424414
INTERSTATE BATTERIES OF BEAUMONT/PA	577.70	424449
J.K. CHEVROLET CO.	104.39	424451
KINSEL FORD, INC.	9.16	424454
M&D SUPPLY	52.87	424456
MUNRO'S	39.45	424461
STAR GRAPHICS SHARP	19.41	424482
STAR GRAPHICS SHARP	19.41	424486
JEFFERSON CTY. TAX OFFICE	7.50	424512
JEFFERSON CTY. TAX OFFICE	16.75	424513
JEFFERSON CTY. TAX OFFICE	7.50	424514
PETROLEUM SOLUTIONS, INC.	668.00	424536
BUMPER TO BUMPER	53.00	424538
AMERICAN TIRE DISTRIBUTORS	2,245.40	424549
MIGHTY OF SOUTHEAST TEXAS	142.93	424563
		13,145.69*
VETERANS SERVICE		
STAR GRAPHICS SHARP	66.56	424482
STAR GRAPHICS SHARP	66.56	424486
UNITED STATES POSTAL SERVICE	1.57	424519
HILARY GUEST	114.26	424528
		248.95*
		1,487,600.46**
MOSQUITO CONTROL FUND		
HILO / O'REILLY AUTO PARTS	143.05	424403
ADAPCO, INC.	156,499.35	424404
SUPERIOR TIRE & SERVICE	70.23	424417
CITY OF NEDERLAND	42.02	424430
JACK BROOKS REGIONAL AIRPORT	1,757.64	424452
MUNRO'S	75.70	424461
STAR GRAPHICS SHARP	19.41	424482
STAR GRAPHICS SHARP	19.41	424486
TEXAS DEPT OF AGRICULTURE	63.00	424493
TRIANGLE ENGINE DIST.	149.30	424494
FASTENAL	114.49	424506

PGM: GMCOMMV2	DATE 09-05-2016	PAGE: 9
NAME	AMOUNT	CHECK NO. TOTAL
AMERICAN TIRE DISTRIBUTORS	1,834.56	424549
ALLIGARE	6,840.00	424559
BRYAN FARRAR	41.70	424565
		167,669.86**
LATERAL ROADS -PRECINCT 1		
APAC, INC. - TROTTI & THOMSOM	1,072.36	424420
VULCAN MATERIALS CO.	3,897.65	424497
MARTIN PRODUCT SALES LLC	13,242.99	424542
		18,213.00**
FAMILY GROUP CONFERENCING		
STAR GRAPHICS SHARP	19.41	424482
STAR GRAPHICS SHARP	19.41	424486
		38.82**
LAW LIBRARY FUND		
STAR GRAPHICS SHARP	19.41	424482
STAR GRAPHICS SHARP	19.41	424486
THOMSON REUTERS-WEST	290.00	424577
		328.82**
279 JUVENILE DRUG COURT		
IEA - INSPIRE, ENCOURAGE, ACHIEVE	8,367.00	424516
		8,367.00**
COMMUNITY SUPERVISION FND		
EARNEST D. PERRY	75.60	424411
CASH ADVANCE ACCOUNT	1,193.92	424453
OFFICE DEPOT	3,153.81	424464
OLMSTED-KIRK PAPER	847.50	424466
UNITED STATES POSTAL SERVICE	84.53	424519
		5,355.36**
JEFF. CO. WOMEN'S CENTER		
AIR COMFORT, INC.	881.00	424409
CITY OF BEAUMONT - WATER DEPT.	1,221.96	424429
STAR GRAPHICS SHARP	38.82	424482
STAR GRAPHICS SHARP	38.82	424486
SYSCO FOOD SERVICES, INC.	659.49	424487
TIME WARNER COMMUNICATIONS	32.74	424488
MCKESSON MEDICAL-SURGICAL INC	1,310.40	424509
TEXAS FIRE & COMMUNICATIONS	172.48	424510
VINCENT'S A/C	140.53	424517
BEN E KEITH FOODS	930.79	424534
ROCHESTER ARMORED CAR CO INC	114.75	424558
SAM'S CLUB DIRECT	93.78	424570
CINTAS CORPORATION	146.01	424610
		5,781.57**
COMMUNITY CORRECTIONS PRG		
STAR GRAPHICS SHARP	24.96	424482
STAR GRAPHICS SHARP	24.96	424486
		49.92**
DRUG DIVERSION PROGRAM		
OFFICE DEPOT	1,278.53	424464
STAR GRAPHICS SHARP	22.19	424482
STAR GRAPHICS SHARP	22.19	424486
		1,322.91**
JAG GRANTS		
OFFICE DEPOT	107.11	424464
		107.11**
COUNTY CLERK - RECORD MGT		
MANATRON	11,043.64	424546
KOFILE TECHNOLOGIES INC	17,671.30	424567
		28,714.94**
DRUG INTERVENTION COURT		
INTOXIMETERS, INC.	516.50	424450
REDWOOD TOXICOLOGY LABORATORY	6,620.00	424543
		7,136.50**
COUNTY RECORDS MANAGEMENT		

PGM: GMCOMMV2	DATE 09-05-2016		PAGE: 10 111
NAME	AMOUNT	CHECK NO.	TOTAL
CDW COMPUTER CENTERS, INC.	391.77	424508	391.77**
FORENSIC SCIENCE FED GRT			
FED EX	70.08	424438	70.08**
DEPUTY SHERIFF EDUCATION			
CASH ADVANCE ACCOUNT	1,952.10	424453	1,952.10**
HOTEL OCCUPANCY TAX FUND			
CITY OF BEAUMONT - WATER DEPT.	319.82	424429	
CASH ADVANCE ACCOUNT	373.00	424453	
MUNRO'S	142.50	424461	
OFFICE DEPOT	356.84	424464	
STAR GRAPHICS SHARP	87.36	424482	
STAR GRAPHICS SHARP	87.36	424486	
TRI-CITY COFFEE SERVICE	83.35	424495	
LANDSCAPER'S WHOLESALE MARKET	66.90	424562	1,517.13**
DISTRICT CLK RECORDS MGMT			
STAR GRAPHICS SHARP	38.82	424482	
STAR GRAPHICS SHARP	38.82	424486	77.64**
CAPITAL PROJECTS FUND			
N&T CONSTRUCTION COMPANY, INC.	14,700.96	424406	14,700.96**
AIRPORT FUND			
HILO / O'REILLY AUTO PARTS	40.10	424403	
TRIANGLE LOCKSMITH	119.00	424412	
CITY OF NEDERLAND	440.95	424430	
RALPH'S INDUSTRIAL ELECTRONICS	7.60	424471	
SANITARY SUPPLY, INC.	344.48	424474	
STAR GRAPHICS SHARP	38.82	424482	
STAR GRAPHICS SHARP	38.82	424486	
TRI-CITY COFFEE SERVICE	340.75	424495	
LOWE'S HOME CENTERS, INC.	96.86	424525	
HLAVINKA EQUIPMENT COMPANY	150.00	424545	
UNIFIRST HOLDINGS INC	127.10	424553	
CRAWFORD ELECTRIC SUPPLY COMPANY	68.07	424574	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	97.31	424587	
EASTERN AVIATION FUELS INC	37,203.24	424592	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	76.70	424597	39,189.80**
SHERIFF'S FORFEITURE FUND			
BEAUMONT TROPHIES	131.70	424423	131.70**
APPELLATE JUDICIAL SYSTEM			
9TH COURT OF APPEALS	2,085.00	424547	2,085.00**
DISTRICT CRT RECORDS TECH			
DATA BANK IMX LLC	5,525.00	424605	5,525.00**
MARINE DIVISION			
JACK BROOKS REGIONAL AIRPORT	255.51	424452	
BUMPER TO BUMPER	416.91	424538	672.42**
ASAP - CONSTABLE PCT 8			
TEXAS CODE BLUE LLC	124.00	424535	124.00**
			1,839,401.62***

**BILLING/LEASING RATES FOR POLITICAL SUBDIVISIONS**

<b>EQUIPMENT</b>	<b>LEASE RATE</b>
<b>Voting Equipment</b>	
Judge's Booth Controller	\$330.00
eSlate	\$330.00
Disable Access Unit (DAU)	\$396.00
Privacy Booth	\$20.00
Ballot Box	\$5.00
<b>Communication Devices</b>	
EA Tablet + WIFI	\$119.50
Cell Phone	\$30.00
<b>Mandatory Signs</b>	
Large A-Frame (ID Required )	\$10.00
Large A-Frame (Notices )	\$10.00
<b>PROGRAMMING</b>	<b>COUNTY COST</b>
1 - 5 RACES	\$1,125.00
6 - 10 RACES	\$1,898.00
11-20 RACES	\$2,475.00
21-40 RACES	\$3,135.00
41-75 RACES	\$3,960.00
76-100 RACES	\$4,704.00
<b>BALLOT PRINTING</b>	<b>COUNTY COST</b>
8.5 X 11	\$0.23
8.5 X 14	\$0.25
8.5 X 17	\$0.28
Sample Ballots	\$0.06
<b>SUPPLIES</b>	
ELECTION KITS / w Seals EV & ED	\$40.00
Mail Ballots (Per Set)	\$0.75
Supply Bag Consumables (per location)	\$20.00

REVISED 07/19/16



JOINT ELECTION AGREEMENT AND  
ELECTION SERVICES CONTRACT  
BETWEEN JEFFERSON COUNTY  
AND **City of Port Arthur**

This agreement made and entered into, by and between Jefferson County, hereinafter referred to as "County", acting herein by and through its County Judge and Commissioner's Court, joined herein by the **County Election Officer, Carolyn Guidry, County Clerk**, and **City of Port Arthur** hereinafter referred to as "Political Subdivision", acting herein by and through its Executive Board.

**WHEREAS**, Political Subdivision is required to conduct an election on **November 8, 2016**;

**THIS JOINT ELECTION AGREEMENT AND ELECTION SERVICES CONTRACT** is made this 7<sup>th</sup> day of September, 2016, by and between the Political Subdivision of **City of Port Arthur**, hereinafter called "Political Subdivision" and Jefferson County, Texas, by its County Judge and joined herein by its County Elections Officer, **Carolyn Guidry**, hereinafter called "Contracting Officer," pursuant to Texas Election Code Section 31.092. The parties agree to enter into a Joint Election Agreement and an election services contract with each other in accordance with Chapter 271 of the Texas Election Code and this Agreement. This Agreement is entered into in consideration of the mutual covenants and promises hereinafter set out:

1. **RECITALS.** Contracting Officer is the County Clerk of Jefferson County, Texas, and is the County Officer in charge of election duties. Political Subdivision is a political entity situated wholly or partially within Jefferson County, Texas. Political Subdivision and Contracting Officer have determined that it is in the public interest of Jefferson County voters that the following contract be made and entered into for the purpose of having Contracting Officer furnish to Political Subdivision certain election services and equipment needed by Political Subdivision in connection with the holding of its November 8, 2016, Election. Jefferson County's certified Hart InterCivic electronic voting equipment is to be used in this Political Subdivision Election.
2. **DUTIES AND SERVICES OF CONTRACTING OFFICER.** Contracting Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:

(a) Notify and coordinate presiding election judges, alternate judges, and all other election officials appointed by Commissioner's Court to conduct county elections required to administer this Election. Jefferson County will make emergency appointments of election officials if necessary. Compensate all election workers for time worked at the approved hourly rate by Commissioners' Court.



- (b) Arrange for poll worker training through a third party or conduct necessary training. Notify all early voting and Election Day officials of the date, time and place thereof.
- (c) Arrange for the use of early voting locations per the attached **Exhibit A – Early Voting Locations** and Election Day polling locations per the attached **Exhibit B – Election Day Vote Centers**. If emergency replacement polling locations are needed, Contracting Officer shall make necessary alternate arrangements to locate another public place (or if unavailable, a private building), and shall notify Political Subdivision as soon as possible.
- (d) Procure election kits and supplies and distribute to the precinct judges and early voting deputies. Obtain from the Tax -Assessor /Voter Registrar lists of registered voters to be used in conducting the election in conformity with the boundaries of Political Subdivision and the election precincts established for the election. The Election Day list of registered voters shall be arranged in alphabetical order.
- (e) Prepare and test all electronic voting equipment, format ballot styles, secure audio, oversee all equipment and voter registration database programming, assure compliance with equipment security requirements. Arrange for transport of equipment to and from polling locations.
- (f) Serve as Early Voting Clerk for this Joint Election and process, print, mail, and tabulate ballots for any eligible voter, who applies for a ballot by mail including all eligible FPCA applicants. Supervise the conduct of early voting in person and appoint sufficient personnel to serve as deputy early voting clerks. Provide lists of early voters as provided by law if requested by Political Subdivision.
- (g) Publish legal notice of the date, time and place of the public logic and accuracy test. Prepare test materials and conduct internal election testing, public logic and accuracy test, and tests of tabulation equipment.
- (h) Arrange for the early ballot board, signature verification committee, tabulation personnel, and all equipment and supplies needed at central counting station. Tabulate early voting, election night, paper mail ballots and provisional ballots. Tabulate unofficial returns and assist in preparing the tabulation for the official canvass. Provide Political Subdivision its voter history report following the election if requested.
- (i) Serve as Custodian of Records for election records in Contracting Officer's custody and provide for the retention of said election records as provided by law.
- (j) Provide information services for voters and election officers.
- (k) Maintain accurate records of all expenses incurred in connection with the responsibilities under this Agreement and provide Political Subdivision a final invoice after the conduct of the election. Provide any detailed backup to such invoice, if requested, reflecting the charges or components of the costs set forth on the invoice submitted to Political Subdivision.



(l) The Contracting Office is responsible for collecting the compensations sheets for the election judges, clerks, and early voting ballot board. The Contracting Officer will also pay the aforementioned for their services and time in accordance with their rate of pay policy.

(m) Contracting Officer shall conduct a manual count as prescribed by Section 127.201 of the Texas Election Code, unless waived by the Secretary of State. A written report shall be submitted to the Secretary of State as required by Section 127.201(E) of the aforementioned Election Code. If requested, Contracting Officer shall provide a written report to Political Subdivision in a timely manner.

(n) The Contracting Officer shall place the funds paid by Political Subdivision hereunder in a "contract fund" as prescribed by Section 31.100 of the Texas Election Code.

**3. DUTIES AND SERVICES OF POLITICAL SUBDIVISION.** Political Subdivision shall be responsible for performing the following duties:

(a) Prepare all election orders, resolutions, notices, and other pertinent documents for adoption and execution by the appropriate Political Subdivision officer or body. Take all actions necessary for calling the Political Subdivision Election which are required by the Texas Election Code and/or the Political Subdivision's governing body, charter, ordinances, or other applicable laws. Execute an Election Services Contract Agreement with Jefferson County Clerk for the purpose of election administration. Serve as Custodian of Records for all election records in its possession as provided by law.

(b) Political Subdivision shall be responsible for the legal sufficiency of any order calling their election. Political Subdivision shall be responsible for all substantive and procedural legal issues governing the conduct of their election. Political Subdivision understands and agrees that Contracting Officer provides no legal advice to Political Subdivision.

(c) Adopt the county voting precincts for this election. Political Subdivision shall adopt the early voting locations used by the county located in the Political Subdivision's jurisdictional boundaries with the stipulation to add additional locations and adopt all early voting dates, and hours recommended by the Contracting Officer in accordance with the Texas Election Code as listed on **Exhibit A – Early Voting Locations**. Political Subdivision shall adopt the Election Day Vote Center polling locations on the attached **Exhibit B – Election Day Vote Centers** for each county voting precinct that is within its jurisdictional boundaries. Political Subdivision shall confirm the accuracy of its jurisdictional boundaries and precincts.

(d) Prepare, post and publish all required election notices for Political Subdivision except for the Public Test Notice that Contracting Officer shall publish. In addition, if this election's polling locations are different than Political Subdivision's previous election, Political Subdivision shall post notice at the entrance to any previous polling places in its jurisdiction stating that the location has changed and provide the polling location and address for those voters for this election, pursuant to Texas Election Code Section 43.062, unless County has posted the change for their election. Educate the voters in Political Subdivision on early voting times and places and Election Day polling locations.



(e) Political Subdivision shall confirm with Tax-Assessor/Voter Registrar its boundaries, county voting precincts and street details within those boundaries. Political Subdivision will validate all boundaries are defined properly within Jefferson County voter registration database, maps and street lists with block ranges and odd/even/both indicators before the coding and programming of the ballot begins. If changes are necessary after programming has begun, the Political Subdivision responsible will incur the cost of re-programming for all entities involved. Political Subdivision must proof and approve all programming work done for the jurisdiction according to the attached **Exhibit C- CALENDAR**

(f) Deliver to Contracting Officer, according to the attached **Exhibit C - CALENDAR**, ballot language with Spanish translations, candidate names or measures, the order in which they are to be printed on the ballot with the exact form and spelling. Provide pronunciation for difficult names or words to use on the audio recording. Timely review and sign off on ballot proofs.

(g) Any requests for early voting ballots to be voted by mail received by Political Subdivision must be hand delivered or faxed to Contracting Officer on the day of receipt. If the application is faxed, the original application must be mailed to Contracting Officer. Contracting Officer will process applications, mail appropriate ballots, and tabulate.

(h) If requested, assist Contracting Officer in recruiting bilingual poll workers. Provide documentation on Political Subdivision's efforts to recruit bilingual poll workers if requested by the U. S. Department of Justice.

(i) Pay prorated additional costs incurred by Contracting Officer if a recount for said election is required, the election is contested in any manner, or a runoff is required.

(j) Canvass the returns and declare the election results for Political Subdivision. Political Subdivision is responsible for filing any precinct reports required by the Secretary of State.

(k) The deposit will be waived for this Election Agreement for all Political Subdivisions. All costs will be assessed according to attached schedule on **Exhibit D – Contract Costs** and a detailed billed will be rendered within 30 days after the canvassing of the election or the receipt of all invoices needed to validate the billing. Any discrepancies in billing should be addressed immediately.

(l) Political Subdivision agrees to enter into a Joint Election Agreement with any other political subdivision in Jefferson County which enters into an Election Services Contract with Contracting Officer and which holds an election on **November 8, 2016**.

4. **COST OF SERVICES.** Political Subdivision shall share some expenses for the above services, supplies and equipment. Additional elections may lower costs for each entity, and election cancellations may raise costs for each entity. It is understood that other political entities may wish to participate in the use of the County's electronic voting equipment and polling locations, and it is agreed that Contracting Officer may enter into other contracts with entities for those purposes on terms and conditions generally similar to those set forth in this Agreement. Only the actual expenses directly attributable to this Agreement and any prorated shared expenses may be charged to Political Subdivision, plus a 10% administrative fee.



(a) Costs for early voting, election day, equipment delivery, supplies and mail ballots, including payroll and equipment leasing, will be shared proportionally between all political subdivisions which enter into a joint election agreement with County according to the number of voting precincts within each political subdivision. Equipment leasing costs are listed on **Exhibit D – Contract Costs.**

(b) Due to the length and complexity of the ballot for the City of Port Arthur, ballot programming will be performed by the election system vendor, Hart Intercivic. The City of Port Arthur agrees to pay any vendor associated costs in this joint election, including but not limited to, programming fees that exceed the cost of fees set by the county for programming, costs for preparation of a test deck of ballots, mail ballot printing costs over those included in the programming charges, and the costs for onsite support on Election Day. The City of Port Arthur expressly agrees to pay the vendor programming cost in its entirety for the county's portion of the election, as the county would not have incurred any vendor programming costs for this election if not for the length and complexity of the City of Port Arthur's ballot. The portion of the programming costs to be paid by each political subdivision who is a party to this joint election will be determined by the number of election contests each has on the ballot according to costs as listed on **Exhibit D - Contract Costs.**

## 5. GENERAL CONDITIONS.

(a) The parties agree that the timing is critical on all duties in this Agreement. Lack of adherence to any deadline in the CALENDAR without prior agreement of Contracting Officer may result in cancellation of Contracting Officer's duties and obligations to conduct Political Subdivision's election under this Agreement or, at the discretion of Contracting Officer, a late penalty surcharge in an amount not to exceed 10% of the final election cost. Adherence to the CALENDAR is critical because of Jefferson County's obligation to complete all programming and testing and to process, print and mail military and overseas ballots by state/federal deadlines and our duty to conduct federal, state, county elections and/or other contracted elections.

(b) In accordance with Section 31.098 of the Texas Election Code, Contracting Officer is authorized to contract with third persons for election services and supplies and is authorized to hire necessary temporary personnel to perform contracted duties. Part-time personnel will be compensated at the hourly rate set by Jefferson County.

(c) Political Subdivision acknowledges that electronic voting equipment is highly technical and it is conceivable that, despite the best effort of the parties and technical assistance, it might fail during the election. Contracting Officer will do whatever is possible to remedy the situation, but Political Subdivision agrees that should such equipment fail, it will not make any claim for damages of any kind.

(d) Any qualified voter in the Joint Election may vote early by personal appearance at any of the joint early voting locations or at any Vote Center/Polling Location on Election Day.



(e) Jefferson County Elections Department may contract with numerous political entities for the Joint Election, and the parties agree that all ballot styles will be programmed into one electronic voting system. Each voter will receive one ballot which contains all races and issues in the Joint Election for which the voter is eligible at the address and in the precinct in which the voter is currently registered. One joint voter sign in process consisting of a common list of registered voters and common signature rosters shall be used in precincts in which the county polling locations are used.

(f) The Contracting Officer shall file copies of this Agreement with the Auditor and Treasurer of Jefferson County not later than the 10<sup>th</sup> day from receipt of the fully executed contract by Contracting Officer.

(g) Jefferson County is self-insured for personal liability issues. Should Political Subdivision desire insurance for injuries during this election or other liabilities, entity shall make such arrangements separate from this Agreement.

(h) In the event that the performance by Contracting Officer of any of its obligations hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any persons not a party thereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

(i) The parties to this Agreement agree that Political Subdivision may cancel this Agreement in the event that it has no need to conduct an election by 60<sup>th</sup> day before Election Day. If Political Subdivision's election is cancelled after deadline, a \$200 contract preparation and processing fee will be due in addition to any costs incurred by Contracting Officer on behalf of Political Subdivision prior to said cancellation.

(j) The Political Subdivision has the option of extending the terms of this Agreement through its runoff election, if applicable. Political Subdivision may reduce the number of the adopted early voting locations and/or Election Day voting locations in which precincts are not involved in a runoff election. In the event of a runoff which Political Subdivision wants Contracting Officer to conduct, Political Subdivision agrees to attempt to coordinate the date with other entities participating in this Joint Election. If Political Subdivision elects to have Contracting Officer conduct a runoff election, the cost will be determined by the number of entities participating and the actual costs plus administrative fees. Political Subdivision will be responsible for all orders, notices, and publications required for their runoff except the publication of the public logic and accuracy test which Contracting Officer will publish.

## **6. DISPUTE RESOLUTION PROCEDURE**

The parties agree to use dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Agreement. Either party must give written notice to the other party of a claim for breach of this Agreement not later than the 180<sup>th</sup> day after the date of the event, giving rise to the claim. By their execution of their

Agreement, the parties acknowledge and knowingly and voluntarily agree that neither the execution of this Agreement; nor the conduct, act or inaction by any person in the execution, administration, or performance of this Agreement constitutes or is intended to constitute a waiver of the party's immunity from suit with respect to claims of third parties.

#### 7. ENTIRE AGREEMENT/AMENDMENT

This Agreement constitutes the entire agreement between City of Port Arthur and Contracting Officer. This Agreement may be amended only in writing and signed by the parties.

#### 8. NOTICES

Except as otherwise provided in this section, all notices, consents, approvals, demands, request, or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as set forth below or to such other person or address as may be given in writing by either party to the other in accordance with this section:

**City of Port Arthur:**

Mayor Derrick Freeman  
444 Fourth Street  
Port Arthur, TX 77642

**Jefferson County:**

Carolyn L. Guidry, County Clerk  
P. O. Box 1151  
Beaumont, TX 77704

IN WITNESS WHEREOF, each of the parties agrees to the terms of this Agreement and has caused this Agreement to be executed on the 7<sup>th</sup> day of September, 2016.

**City of Port Arthur**

By: [Signature]  
Name: Derrick Freeman  
Title: Mayor

Attest: [Signature]  
(seal)





IN WITNESS WHEREOF, each of the parties agrees to the terms of this Agreement and has caused this Agreement to be executed on the 12<sup>th</sup> day of September, 2016.

Jefferson County, Texas

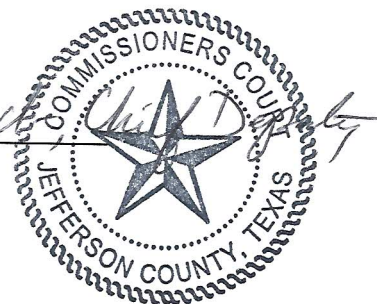
By: [Signature]

Name: Jeff Branick

Title: County Judge

Attest: [Signature]

(seal)



By: [Signature]

Name: Carolyn L. Guidry

Title: County Clerk

Attest: [Signature]

(seal)



EXHIBIT A  
EARLY VOTING LOCATIONS

Beaumont Courthouse-Main location	1001 Pearl St., Beaumont, Texas
Port Arthur Sub-Courthouse	525 Lakeshore Dr., Port Arthur, Texas
Rogers Park Recreation Center	6540 Gladys, Beaumont, Texas
Port Arthur Public Library	4615 Ninth Ave, Port Arthur, Texas
Theodore Johns Library	4255 Fannett Rd., Beaumont, Texas
John Paul Davis Community Center	3580 E Lucas, Beaumont, Texas
Marion & Ed Hughes Public Library	2715 Nederland Ave., Nederland, Texas
Groves Recreation Center	6150 39 <sup>th</sup> Street, Groves, Texas
Effie & Wilton Hebert Library	2025 Merriman St., Port Neches, Texas
Jefferson Co. J.P. Pct 4 Bldg (Judge Chesson's Courtroom)	19217 FM 365, Beaumont, Texas
Precinct One Service Center	1201 W. Hwy. 90, China, Texas

**EXHIBIT B - ELECTION DAY VOTE CENTERS**

Comm. Pct	Polling Location	Location Address	Location City & Zip Code
1--1	Amelia Elementary School	565 S. Major Dr	Beaumont, TX 77707
1--2	Beaumont Municipal Airport	455 Keith Rd.	Beaumont, TX 77713
1--3	Bevil Oaks Civic Center	7390 Sweetgum Rd.	Bevil Oaks, TX 77713
1--4	BISD Administration Building	3395 Harrison Ave.	Beaumont, TX 77706
1--5	Calvary Baptist Church	3650 Dowlen Rd.	Beaumont, TX 77706
1--6	Dishman Elementary	3475 Champions Dr.	Beaumont, TX 77707
1--7	O.C. Mike Taylor Career Center	2330 North St.	Beaumont, TX 77702
1--8	Precinct 1 Service Center	20205 W. Hwy. 90	Beaumont, TX 77713
1--9	Rogers Park Community Center	6540 Gladys Ave.	Beaumont, TX 77706
1--10	Roy Guess Elementary	8055 Voth Rd.	Beaumont, TX 77708
2--1	Hebert Library	2025 Merriman St.	Port Neches, TX 77651
2--2	Central Gardens Fire Station**	2026 Spurlock Rd.	Nederland, TX 77627
2--3	Groves Public Library **	5600 West Washington	Groves, TX 77619
2--4	Nederland City Hall	207 N. 12th Street	Nederland, TX 77627
2--5	Jerry Ware Airport Terminal	5000 Jerry Ware Dr.	Beaumont, TX 77705
2--6	JP 4 BLDG	19217 FM 365	Beaumont, TX 77704
2--7	LaBelle-Fannett VFD	12880 FM 365	Beaumont, TX 77705
2--8	Marion & Ed Hughes Public Library	2712 Nederland Ave.	Nederland, TX 77627
2--9	Port Neches City Hall	1005 Merriman	Port Neches, TX 77651
2--10	Groves Activity Building **	6150 39th Street.	Groves, TX 77619
3--1	DeQueen Elementary	740 DeQueen Blvd.	Port Arthur, TX 77640
3--2	El Vista Community Center	615 Ellias St.	Port Arthur, TX 77640
3--3	Jefferson County Sub-Courthouse	525 Lakeshore Dr.	Port Arthur, TX 77640
3--4	Memorial 9th Grade Academy	2441 61st St.	Port Arthur, TX 77642
3--5	O W COLLINS RETIREMENT CTR	4440 GULFWAY DR.	Port Arthur, TX 77642
3--6	Port Arthur Public Library	4615 9th Ave.	Port Arthur, TX 77642
3--7	Port Arthur Recreation Center	1308 9th Ave.	Port Arthur, TX 77642
3--8	R.L. Gabby Eldridge Center	5262 S. Gulfway Dr	Sabine Pass, TX 77655
3--9	Travis Elementary	1115 Lakeview Ave.	Port Arthur, TX 77642
3--10	Willie Ryman III Community Center	3248 39th St.	Port Arthur, TX 77642
4--1	Alice Keith Park Recreation Center	4075 Highland Ave.	Beaumont, TX 77705
4--2	Charlton-Pollard Elementary	825 Jackson St.	Beaumont, TX 77701
4--3	Dr. Mae Jones-Clark Elementary	3525 Cleveland St.	Beaumont, TX 77703
4--4	Hamshire Community Building	12393 2nd St.	Hamshire, TX 77622
4--5	Jefferson County Courthouse	1001 Pearl St.	Beaumont, TX 77701
4--6	MLK Middle School	1400 Avenue A	Beaumont, TX 77701
4--7	John Paul Davis Community Center	3580 E. Lucas Dr.	Beaumont, TX 77703
4--8	Precinct 4 Service Center	7780 Boyt Rd.	Beaumont, TX 77713
4--9	Sterling Pruitt Center	2930 Gulf St.	Beaumont, TX 77703
4--10	Theodore Johns Library	4255 Fannett Rd.	Beaumont, TX 77705



## EXHIBIT C CALENDAR

The Political Subdivision agrees that timing is critical, and lack of adherence to this CALENDAR without prior agreement of Contracting Officer may result in additional charges or cancellation of Contracting Officer's duties and obligations to conduct Political Subdivision's election under this Contract.

### **School Districts must adhere to all deadlines, even if on Spring Break.**

Please refer to the Texas Secretary of State's website for a complete calendar of events including citations to the Texas Election Code and for information specific to entity type. Confer with your attorney on any statutes that govern your entity. Please comply with all orders, postings and notices as required for your Political Subdivision. Contracting Officer will provide the publication of one Notice of Public Test in English and Spanish.

### **SEPTEMBER 1, 2016**

Prior to September 1, 2016, each Political Subdivision is responsible for validating with the Voter Registrar that the boundaries for their voting precincts are correct and supplying the Contracting Officer with a map of such boundaries.

### **68<sup>th</sup> day before Election Day**

Recommended date to conduct ballot position drawing.

Notice of ballot position drawing must be posted for 72 hours immediately preceding time of drawing.

**\*\*Please schedule ballot drawing as soon as possible and email the BALLOT FORMAT AND ORDER OF CANDIDATES ON BALLOT to Contracting Officer at [guidry@co.jefferson.tx.us](mailto:guidry@co.jefferson.tx.us).\*\***

### **60th day before Election Day**

Last day for the governing body of a political subdivision to deliver notice of the election to the county clerk/elections administrator and voter registrar of each county in which the political subdivision is wholly or partly located. (Sec. 4.008).

Deadline to notify Contracting Officer via email of the following items:

- whether or not Political Subdivision has a **contested election**.
- **candidate names**, including **write-in candidates**.
- any **candidate withdrawals** or **election cancellation**.
- **order of candidates on ballot**. (We prefer to receive it sooner if it is available.)
- **Spanish translations** of all ballot titles, contests, and ballot language.
- **phonetic pronunciations** of all candidate names which will be used for the ballot audio recording.

**60th day before Election Day - Continued**

Deadline to **cancel election** and incur **no fees** under the Election Services Agreement.

Deadline to receive executed **Election Services Agreement** by mail, personal delivery, or email.

Deadline to receive copy of **Order of Election**.

Contracting Officer contact information:

Email: [guidry@co.jefferson.tx.us](mailto:guidry@co.jefferson.tx.us)

Mail: P. O. Box 1151, Beaumont, TX 77704-1151

Hand Delivery: 1085 Pearl Street, First Floor, Beaumont, Texas 77701

If additional time is needed because of meeting schedules, please notify us.

**\*\*Deadlines for ballot proofing and ballot approval will be emailed with ballot proofs. The parties must adhere to deadlines of 24 hour turnaround time, even if they occur during Spring Break, in order for our office to meet the State and Federal deadlines to mail military and overseas ballots.\*\***

**45th day before Election Day**

Deadline to mail ballots to military or overseas voters who submitted their ballot request via a federal postcard application (FPCA) or via a standard application for ballot by mail and indicated that they are outside the United States. Ballots must be mailed by this date or the 7th day after the clerk receives the application. If the early voting clerk cannot meet this 45th-day deadline, the clerk must notify the Secretary of State within 24 hours. (Sec. 86.004(b)).

**30th day before Election Day**

Last day to register to vote or make a change of address effective for the May 7, 2016 election. (Secs. 13.143, 15.025).

First day of period during which notice of election must be published if the method of giving notice is **not** specified by a law outside the Election Code, and **publication** is the selected method of giving notice. (Sec. 4.003(a)(1)). The notice of election ordered by an authority of a city or school district, must be given by publication in a newspaper in addition to any other method specified. (Secs. 4.003(c) and (d)).

**19th day before Election Day**

Last day to post notice of election on bulletin board used for posting notices of meetings of governing body. (Sec. 4.003(b)). A Record of Posting Notice of Election (PDF) should be completed at the time of posting. (Sec. 4.005).



### **12th day before Election Day**

First day to vote early in person. (Sec. 85.001(a)).

**NOTE - Political Subdivisions Other than Cities and Counties:** Early voting in person must be conducted at least eight (8) hours each weekday that is not a legal state holiday unless the political subdivision has fewer than 1,000 registered voters, in which case early voting in person must be conducted at least three (3) hours per day. (Sec. 85.005(b)).

**NOTE – Cities and counties:** Early voting in person must be conducted on the weekdays of the early voting period and during the hours that the county clerk's or city secretary's main business office is regularly open for business. (Sec. 85.005(a)). However, because cities and counties must have office hours for election-related business at least three (3) hours every business day for this type of election, we harmonize these requirements with the result that, if a city or county is not regularly open for business on one or more weekdays, on those "closed" days, a city or county must conduct early voting for at least three (3) hours a day at the main early voting location (except for a city's two 12-hour days, when it must be open for the full 12 hours).

**NOTE - Cities:** Cities **must** choose two (2) weekdays for the main early voting polling place location to be open for 12 hours during the regular early voting period. City council must choose the two weekdays. (Sec. 85.005(d)).

**NOTE - Independent School Districts:** Despite the change in state law that allows an ISD to be closed on school holidays during the mandatory office hours period, you are **required** to be open during the entire early voting period, except on legal state and national holidays.

**NOTE - Joint Elections:** If entities are conducting early voting by personal appearance jointly, we *recommend* a unified schedule covering all requirements; i.e., no entity's requirements should be neglected or subtracted as a result of a joint agreement.

### **10th day before Election Day**

Last day of period during which notice of election must be published if method of giving notice is not specified by a law outside the Election Code and publication is the selected method of giving notice. (Sec. 4.003(a)(1)). The notice of election ordered by a commissioners court or by an authority of a city or school district, must be given by publication in a newspaper in addition to any other method specified. (Secs. 4.003(c) and (d)).

Last day to mail a copy of the notice of election to each registered voter in the county if method of giving notice is not specified by a law outside the Election Code and this method of giving notice is selected. (Secs. 1.006, 4.003(a)(3)).

Cities and Counties – Weekend Early Voting Hours - Notice Requirement: Last day to post notice on bulletin board used for posting notice of city council or commissioners court, if early voting will be conducted on Saturday (Sec. 85.007). Notice must be posted at least 72 hours before early voting begins on a Saturday or Sunday. Notice must also be posted to the political subdivision's website, if one is maintained.

**NOTE - NEW LAW:** Section 85.007, as amended by House Bill 2721 (2015), requires that the election notice, which includes the days and hours of early voting be posted on the political subdivision's website, if the political subdivision maintains a website.

**4th day before Election Day**

Last day to vote early by personal appearance. (Sec. 85.001(a)).

**Election Day**

**NOTE - NEW LAW** – House Bill 2354 (2015) changed the date of the May uniform election from the second Saturday in May to the first Saturday in May.

**30 days from date of final invoice**

Pay balance due for election services. Please make checks payable to:

Jefferson County Treasurer  
P O Box 1151,  
Beaumont, Texas 77704-1151

## EXHIBIT D

**CONTRACT COSTS**

Voting Equipment	
Judge's Booth Controller	\$330.00
eSlate	\$330.00
Disable Access Unit (DAU)	\$396.00
Privacy Booth	\$20.00
Ballot Box	\$5.00
Communication Devices	
EA Tablet + WIFI	\$119.50
Cell Phone	\$30.00
Mandatory Signs	
Large A-Frame (ID Required )	\$10.00
Large A-Frame (Notices )	\$10.00
PROGRAMMING	COUNTY COST
1 - 5 RACES	\$1,125.00
6 - 10 RACES	\$1,898.00
11-20 RACES	\$2,475.00
21-40 RACES	\$3,135.00
41-75 RACES	\$3,960.00
76-100 RACES	\$4,704.00
BALLOT PRINTING	COUNTY COST
8.5 X 11	\$0.23
8.5 X 14	\$0.25
8.5 X 17	\$0.28
Sample Ballots	\$0.06
SUPPLIES	
ELECTION KITS / w Seals EV & ED	\$40.00
Mail Ballots (Per Set)	\$0.75
Supply Bag Consumables (per location)	\$20.00

REVISED 07/19/16

## **EXHIBIT "A-1"**



## EARLY VOTING LOCATIONS:

Beaumont Courthouse-Main Location	1001 Pearl St. Beaumont, Texas
Port Arthur Sub-Courthouse	525 Lakeshore Dr., Port Arthur, Texas
Rogers Park Recreation Center	6540 Gladys, Beaumont, Texas
Port Arthur Public Library	4615 Ninth Ave., Port Arthur, Texas
Theodore Johns Library	4255 Fannett Rd., Beaumont, Texas
John Paul Davis Community Center	3580 E. Lucas, Beaumont, Texas
Marion & ED Hughes Public Library	2715 Nederland Ave., Nederland, Texas
Groves Recreation Center	6150 39th Street, Groves, Texas
Effie & Wilton Hebert Library	2025 Merriman Street, Port Neches, Texas

## **EXHIBIT "B"**

**ELECTION PRECINCTS:****POLLING PLACES:**

<b>Precincts (precintos)</b>	<b>Election Day Polling Locations (Localizaciones)</b>	<b>Address (Direccion)</b>	<b>City, State &amp; Zip Code</b>
ALL (todos)	Amelia Elementary School	565 S. Major Dr.	Beaumont, TX 77707
ALL (todos)	Beaumont Municipal Airport	455 Keith Rd.	Beaumont, TX 77713
ALL (todos)	Bevil Oaks Civic Center	7390 Sweetgum Rd.	Bevil Oaks, TX 77713
ALL (todos)	BISD Administration Building	3395 Harrison Ave.	Beaumont, TX 77706
ALL (todos)	Calvary Baptist Church	3650 Dowlen Rd.	Beaumont, TX 77706
ALL (todos)	Dishman Elementary	3475 Champions Dr.	Beaumont, TX 77707
ALL (todos)	O. C. Mike Taylor Career Center	2330 North St.	Beaumont, TX 77702
ALL (todos)	Precinct 1 Service Center	20205 W. Hwy 90	China, TX 77613
ALL (todos)	Rogers Park Community Center	6540 Gladys Ave.	Beaumont, TX 77706
ALL (todos)	Roy Guess Elementary	8055 Voth Rd.	Beaumont, TX 77708
ALL (todos)	Hebert Library	2025 Merriman St.	Port Neches, TX 77651
ALL (todos)	Central Gardens Fire Station	3707 Central Blvd.	Nederland, TX 77627
ALL (todos)	Groves Public Library	5600 West Washington	Groves, TX 77619
ALL (todos)	Nederland City Hall	207 N. 12th St.	Nederland, TX 77627
ALL (todos)	Jerry Ware Airport Terminal	5000 Jerry Ware Dr.	Beaumont, TX 77705
ALL (todos)	J. P. 4 Bldg	19217 FM 365	Beaumont, TX 77704
ALL (todos)	LaBelle-Fannett VFD	12880 FM 365	Beaumont, TX 77705
ALL (todos)	Marion & Ed Hughes Public Library	2712 Nederland Ave.	Nederland, TX 77627
ALL (todos)	Port Neches City Hall	1005 Merriman	Port Neches, TX 77651
ALL (todos)	Groves Activity Building	6150 39th St.	Groves, TX 77619
ALL (todos)	DeQueen Elementary	740 DeQueen Blvd.	Port Arthur, TX 77640
ALL (todos)	El Vista Community Center	615 Ellias St.	Port Arthur, TX 77640
ALL (todos)	Jefferson County Sub- Courthouse	525 Lakeshore Dr.	Port Arthur, TX 77640
ALL (todos)	Memorial 9th Grade Academy	2441 61st St.	Port Arthur, TX 77642
ALL (todos)	O. W. Collins Retirement Center	4440 Gulfway Dr.	Port Arthur, TX 77642
ALL (todos)	Port Arthur Public Library	4615 9th Ave.	Port Arthur, TX 77642
ALL (todos)	Port Arthur Recreation Center	1308 9th Ave.	Port Arthur, TX 77642
ALL (todos)	R. L. Gabby Eldridge Center	5262 S. Gulfway Dr.	Port Arthur, TX 77655
ALL (todos)	Travis Elementary	1115 Lakeview Ave.	Port Arthur, TX 77642
ALL (todos)	Willie Ryman III Community Center	3248 39th St.	Port Arthur, TX 77642
ALL (todos)	Alice Keith Park Recreation Center	4075 Highland Ave.	Beaumont, TX 77705
ALL (todos)	Charlton-Pollard Elementary	825 Jackson St.	Beaumont, TX 77701
ALL (todos)	Dr. Mae Jones-Clark Elementary	3525 Cleveland St.	Beaumont, TX 77703
ALL (todos)	Hamshire Community Building	12393 2nd St.	Hamshire, TX 77622



ALL ( <i>todos</i> )	Jefferson County Courthouse	1001 Pearl St.	Beaumont, TX 77701
ALL ( <i>todos</i> )	MLK Middle School	1400 Avenue A	Beaumont, TX 77701
ALL ( <i>todos</i> )	John Paul Davis Community Center	3580 E. Lucas Dr.	Beaumont, TX 77703
ALL ( <i>todos</i> )	Precinct 4 Service Center	7780 E. Boyt Rd.	Beaumont, TX 77713
ALL ( <i>todos</i> )	Sterling Pruitt Center	2930 Gulf St.	Beaumont, TX 77703
ALL ( <i>todos</i> )	Theodore Johns Library	4255 Fannett Rd.	Beaumont, TX 77705



AGREEMENT BETWEEN THE CITY OF PORT ARTHUR AND JEFFERSON COUNTY  
RELATING TO TH ELECTION TO BE HELD ON NOVEMBER 8, 2016

THIS AGREEMENT made and entered into by and between the city of Port Arthur and Jefferson County, hereinafter known as "City" and "Jefferson County."

Jefferson County will hold an election on November 8, 2016. The City will be a part of this Joint Election which includes the Presidential election and four other political subdivision elections.

Jefferson County utilizes the Hart voting system and desires to use the City's available Voting equipment to add to its base for this large election. Jefferson County is willing to compensate the City for such use, for certain requested machines, in accordance with the applicable rate allowed by the Texas Election Code. The rates adopted by Jefferson County Commissioners' Court are:

Judge's Booth Controller	\$330.00
eSlate	\$330.00
Disable Access Unit (DAU)	\$396.00

Jefferson County will be responsible for picking up and returning the following equipment:

16 - JBC

30 - DAU

These units will be used for Election Day only and a credit of one day for each unit will be applied towards the election cost for the City of Port Arthur Election Services Agreement.

An agreed upon time to retrieve the units to allow for testing and programming will be mutually worked out with the City Secretary, Sherri Bellard.

Jefferson County will be liable for all damages and the return of the equipment within ten (10) days after the canvass of the last election.

IN WITNESS WHEREOF, each of the parties agrees to the terms of this Agreement and has caused this Agreement to be executed on the 7<sup>th</sup> day of September, 2016.

City of Port Arthur

By: [Signature]  
Name: Derrick Freeman  
Title: Mayor

Attest: [Signature]

(seal)



IN WITNESS WHEREOF, each of the parties agrees to the terms of this Agreement and has caused this Agreement to be executed on the 12<sup>th</sup> day of September, 2016.

Jefferson County, Texas

By: [Signature]  
Name: Jeff Branick  
Title: County Judge

Attest: [Signature]

(seal)



By: [Signature]  
Name: Carolyn L. Guidry  
Title: County Clerk

Attest: [Signature], Chief Deputy

(seal)





STATE OF TEXAS

COMMISSIONERS' COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

**ORDER PURSUANT TO SECTION 130.908, TEXAS LOCAL GOVERNMENT CODE**

Pursuant to Section 130.908, Texas Local Government Code, any County or Precinct officer to which this section applies, shall not during any month following the canvass of election returns, spend an amount greater than one-twelfth (1/12) of any line item in such official's budget without approval of the Commissioners Court.

Signed this 12<sup>th</sup> day of September, 2016

A blue ink signature of Judge Jeff R. Branick, written in a cursive style, is positioned above a horizontal line.

---

**JUDGE JEFF R. BRANICK**  
County Judge





PROCLAMATION

STATE OF TEXAS	§	COMMISSIONERS COURT
	§	
COUNTY OF JEFFERSON	§	OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners’ Court of Jefferson County, Texas, held on the 12<sup>th</sup> day of September, 2016, on motion made by Michael S. Sinegal, Commissioner of Precinct No. 3, and seconded by Everette D. Alfred, Commissioner of Precinct No. 4, the following Proclamation was adopted:

Suicide Prevention Month 2016

**WHEREAS**, in the United States, more than 40,000 people commit suicide every year; and

**WHEREAS**, in our country, suicide is the 10th leading cause of death; and

**WHEREAS**, community organizations and resources are essential to continuing the fight against suicide and the loss of young lives; and

**WHEREAS**, reducing the stigma by discussing suicide and increasing the awareness of available resources for those suffering from suicidal thoughts is important to maintaining the health and happiness of citizens; and

**WHEREAS**, many of those people who died never received effective behavioral health services, for many reasons including the difficulty of accessing services by healthcare providers trained in best practices to reduce suicide risk, the stigma of using behavioral health treatment and the stigma associated with losing a loved one to suicide; and

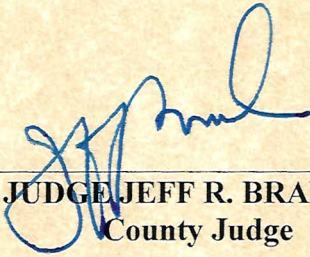
**WHEREAS**, public awareness of the warnings signs and the networks available for at-risk individuals, are essential to continue lowering the rates of suicide in the country; and


**WHEREAS**, reducing the stigma by discussing suicide and increasing the awareness of available resources for those suffering from suicidal thoughts is important to maintaining the health and happiness of citizens;


**NOW, THEREFORE, BE IT RESOLVED** that the Jefferson County Commissioners Court recognizes **September 2016 as National Suicide Prevention Month** and calls upon all citizens of Jefferson County to observe this month with appropriate programs and activities to support suicide prevention efforts.

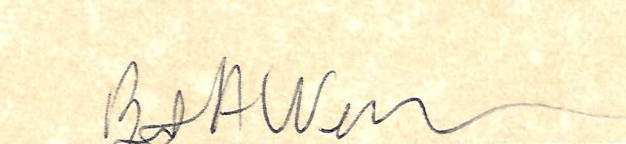
Signed this 12<sup>th</sup> day of September, 2016



  
JUDGE JEFF R. BRANICK  
County Judge

  
COMMISSIONER EDDIE ARNOLD  
Precinct No. 1

  
COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

  
COMMISSIONER BRENT A. WEAVER  
Precinct No. 2

  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4







# Resolution

STATE OF TEXAS	§	COMMISSIONERS' COURT
	§	
COUNTY OF JEFFERSON	§	OF JEFFERSON COUNTY, TEXAS

**BE IT REMEMBERED** at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 12th day of September, 2016, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Michael S. Sinegal, Commissioner of Precinct No. 3, the following Resolution was adopted:

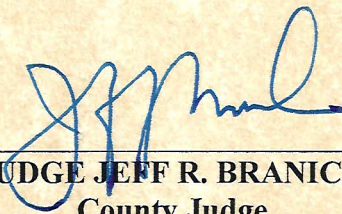
## Opposition to Unfunded Mandates

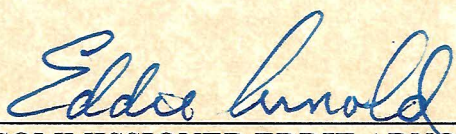
- WHEREAS**, Texas counties are responsible for the operation and management of many and various governmental programs as required or authorized by state law; and
- WHEREAS**, some county government programs are fully or partially supported with funds disbursed by the State of Texas pursuant to the state appropriations process; and
- WHEREAS**, the State of Texas, acting through the Texas Legislature or through a state agency or executive order, may enact laws or promulgate rules that have the effect of imposing mandatory financial obligations upon Texas counties; and
- WHEREAS**, the State of Texas, through the Texas Legislature or through a state agency or executive order, mandates that counties implement certain governmental programs or perform certain duties and obligations including financial commitments by a county to expend county funds in connection therewith; and
- WHEREAS**, during each regular session of the Texas Legislature, all state funds that support county programs are reviewed through the state appropriation process and by other state budgetary review systems; and
- WHEREAS**, the aforementioned review process may result in a reduction, or cessation, of state financial support of county government programs causing an unforeseeable disruption and reduction of the county budget and operations; and
- WHEREAS**, Texas counties cannot achieve reliable financial planning and the necessary bond ratings sufficient to support county-related obligations when the state mandates a new program that is not fully funded or under conditions where the state or reduces or fully withdraws prior funding and disbursement for county government programs;

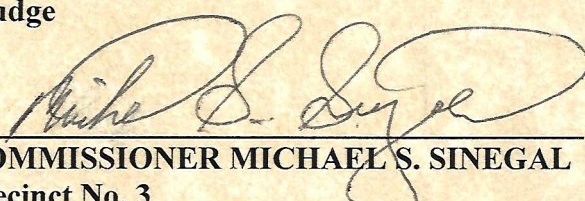
**NOW, THEREFORE**, the Commissioners of Jefferson County, Texas does hereby resolve that, for the foregoing reasons, it is in the best interests of Texas counties and their taxpayers to support and favor the passage of legislation in the form of an amendment to the Constitution of the State of Texas that would expressly prohibit the imposition of a mandatory governmental program on Texas counties, whether by an act of the Texas Legislature or a state agency or by executive order, unless the State of Texas has fully funded and disbursed all necessary funds to enable Texas counties to operate said governmental program.

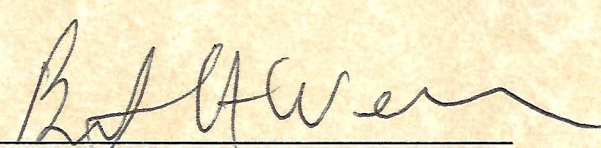
Signed this 12th of September 2016.



  
\_\_\_\_\_  
JUDGE JEFF R. BRANICK  
County Judge

  
\_\_\_\_\_  
COMMISSIONER EDDIE ARNOLD  
Precinct No. 1

  
\_\_\_\_\_  
COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

  
\_\_\_\_\_  
COMMISSIONER BRENT A. WEAVER  
Precinct No. 2

  
\_\_\_\_\_  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4







PROCLAMATION

STATE OF TEXAS	§	COMMISSIONERS' COURT
	§	
COUNTY OF JEFFERSON	§	OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 12<sup>TH</sup> day of September, 2016, on motion made by Everette D. Alfred, Commissioner of Precinct No. 4, and seconded by Brent Weaver, Commissioner of Precinct No. 2, the following Proclamation was adopted:


FAMILY MEALTIME


**WHEREAS**, eating meals together promotes quality for child and adult interaction and family dinner provides time to share activities from the day or discuss upcoming events; and

**WHEREAS**, eating meals together promotes a food health connection and an opportunity to talk about and model good nutrition and health behaviors, and


**WHEREAS**, eating family dinners together promotes passing down cultural and family identity as a good time for sharing family stories and creating memories.

**NOW, THEREFORE**, the Commissioners' Court of Jefferson County, Texas, does hereby proclaim the month of September **FAMILY MEALTIME 2016: MAKING IT HEALTHY!** In Jefferson County, Texas, and we encourage all citizens to observe this month by encouraging the adoption of healthy behavior through family mealtime.

  
\_\_\_\_\_  
JUDGE JEFF R. BRANICK  
County Judge

  
\_\_\_\_\_  
COMMISSIONER EDDIE ARNOLD  
Precinct No. 1

  
\_\_\_\_\_  
COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

  
\_\_\_\_\_  
COMMISSIONER BRENT A. WEAVER  
Precinct No. 2

  
\_\_\_\_\_  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4





ss ss ss

OF JEFFERSON COUNTY, TEXAS

  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4





# Resolution

STATE OF TEXAS

§  
§  
§

COMMISSIONERS' COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 12th day of September, 2016, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Michael S. Sinegal, Commissioner of Precinct No. 3, the following Resolution was adopted:

**WHEREAS, Lavon L. Jones** has devoted 50 years of his life to the service of others both professionally and privately; and

**WHEREAS, Lavon L. Jones** was licensed to practice law in all courts of the State of Texas as well as federal courts of the Eastern District of Texas and the Fifth Circuit of Appeals; and

**WHEREAS, Lavon L. Jones** by demonstrating a special knowledge, skills and habits with an exceptional work ethic, during his years of private practice with the Office of Hugh G. Freeland and with the firm of Lefler, Walker and Lefler and in public service as First Attorney for the City of Beaumont from 1970-1978, as Chief of the Civil Division in the office of the Jefferson County District Attorney from 1980-1986, with the City of Austin where he established the Eminent Domain Division and was responsible for all eminent domain litigation; from 1988-2004 he served as An Assistant United States Attorney for the Eastern District of Texas and was responsible for all real estate litigation for the entire district as well as for the Bankruptcy Court, to supervise major pipeline acquisitions for the Big Thicket National Preserve, Big Hill Strategic Petroleum Project, including major pipeline acquisitions for the service to Big Hill and West Hackberry Petroleum Project, and for Lake Ray Roberts and Lake Sam Rayburn; and following retirement he has continued a limited private practice for real estate and general practice; and

**WHEREAS, Lavon L. Jones** has provided invaluable guidance as a legal advisor for the Jefferson County Commissioners Court and assisted former Commissioner, Norman Troy, in establishing the Jefferson County Emergency Services District #1; and,

**WHEREAS, Lavon L. Jones** was appointed to the Board of Commissioners of Jefferson County Emergency Services District #1 by Jefferson County Commissioner Precinct # 1, Eddie Arnold, and has served tirelessly as its president since March 2011 until his recent retirement; and

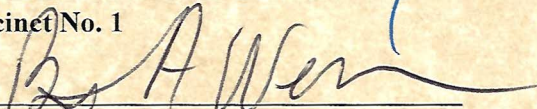
**WHEREAS, Lavon L. Jones'** guidance will be missed, but we are happy for him as he will have more time to pursue other interests and most importantly time with his family.

**NOW, THEREFORE, BE IT RESOLVED** that the Commissioners' Court of Jefferson County, Texas does hereby honor and commend **Lavon L. Jones** for his dedicated service as a valuable asset of Jefferson County and we wish him well in his retirement.


SIGNED this 12th day of September, 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





ss

OF JEFFERSON COUNTY, TEXAS

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)

September 7, 2016

Judge Jeff R. Branick and  
Commissioners Court  
Jefferson County Courthouse  
Beaumont, Texas 77701

Gentlemen:

Enclosed is the Investment Schedule as of August 31, 2016, including interest earnings.

The weighted average yield to maturity on the County's investments is 1.363%. The interest rate on funds invested in an investment account at Wells Fargo is currently .10%.

The 90 day Treasury interest rate on August 31, 2016 was 0.31% and the interest on your checking accounts for the month of August was .10%

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 September 12, 2016, to be received and filed.

Sincerely,


Tim Funchess, CCT, CIO  
Enclosure

Agenda should read:

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



JEFFERSON COUNTY  
MONTH END AUGUST 31, 2016 INVESTMENT SCHEDULE

SECURITY DESCRIPTION	SETTLEMENT DATE	PAR AMOUNT	AMOUNT PAID	PRICE PAID	EXP. YIELD	MATURITY DATE	CALL DATE	# Days Invested	CUSIP/C.D. NUMBER	BROKER DEALER	CURRENT VALUE	Current Price	ACCRUED FROM PURCHASE/COUPON	Coupon paid TO DATE	BOOK VALUE (ACCRUED INT.)												
INVESTMENT ACCT	01-Aug-16	\$7,726.03	\$7,726.03	100	0.100%	31-Aug-16	NONE	31	7580310386	WELLS FARGO	\$7,726.03				\$7,726.03												
CDS and Securities																											
FNMA 1.375%	21-Jun-16	\$2,000,000.00	\$2,000,000.00	100	1.375%	21-Jun-19	21-Dec-16	1024	3136G3RD9	WELLS SECURITIES	\$2,002,400.00	\$100.12	\$5,347.22	\$0.00	\$2,007,747.22												
FNMA 1.40%	21-Jun-16	\$2,000,000.00	\$2,000,000.00	100	1.400%	21-Jun-19	21-Dec-16	1024	3136G3RM9	NATIONAL ALLIANCE	\$2,000,600.00	\$100.03	\$5,444.44	\$0.00	\$2,006,044.44												
FNMA 1.35%	23-May-16	\$2,000,000.00	\$2,000,000.00	100	1.350%	23-May-19	23-Nov-16	995	3136G3LR4	NATIONAL ALLIANCE	\$2,000,000.00	\$100.00	\$7,350.00	\$0.00	\$2,007,350.00												
FHLMC 1.30% (NEW)	23-Aug-16	\$4,000,000.00	\$4,000,000.00	100	1.300%	23-Aug-19	23-Jan-17	1087	3134GAAAF1	COASTAL SECURITIES	\$3,992,800.00	\$99.82	\$1,155.56	\$0.00	\$3,993,955.56												
ICD-BMW Bank 1.35%*	12-Feb-16	\$248,000.00	\$248,000.00	100	1.350%	12-Feb-19	None	895	05580ADT8	WELLS SECURITIES	\$248,000.00	\$100.00	\$183.45	\$1,669.41	\$248,183.45												
ICD-Discover BK 1.60%*	13-Nov-15	\$248,000.00	\$248,010.87	100	1.600%	13-Nov-18	None	804	254672WL8	WELLS SECURITIES	\$248,000.00	\$100.00	\$1,217.58	\$1,978.56	\$249,217.58												
ICD-Ally Bank 1.60%*	13-Nov-15	\$248,000.00	\$248,010.87	100	1.600%	13-Nov-18	None	804	02006LVQ3	WELLS SECURITIES	\$248,000.00	\$100.00	\$1,217.58	\$1,978.56	\$249,217.58												
ICD-Goldman S. 1.65%*	13-Nov-15	\$248,000.00	\$248,011.21	100	1.650%	13-Nov-18	None	804	38148JZ53	WELLS SECURITIES	\$248,000.00	\$100.00	\$1,256.63	\$2,040.39	\$249,256.63												
* (Investment CD's)																											
				WEIGHTED		EQUIVALENT		WEIGHTED		TOTAL MARKET																	
				AVG. YLD		TREAS. RATE		AVG.		Maturity																	
INVESTMENT ACCT		\$7,726.03	\$7,726.03																								
CDs and Securities		\$10,992,032.95	\$10,992,032.95	1.363%		0.791%		1023		DAYS																	
TOTALS ALL ACCTS:		\$10,999,726.03	\$10,999,758.98																								
PLEDGE COLLATERAL REPORT WELLS FARGO																											
ALL COUNTY FUNDS																											
AS OF AUGUST 31, 2016																											
COMPLIANCE STATEMENT																											
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.																											
																											
Tim Trumbach, Jefferson County Investment Officer																											
MARKET VALUE OF PLEDGE SECURITIES																											
BALANCE IN ALL ACCOUNTS:																											
\$116,977,641.31																											
\$78,344,703.62																											
OVER OR (UNDER) AMOUNT:																											
\$38,632,937.69																											
149.31%																											

AUGUST, 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-Aug-16	\$7,726.03	\$7,726.03		0.100%	31-Aug-16		31	7580310386	WELLS FARGO	\$0.59	
ICD-BMW Bank 1.35%*	12-Feb-16	\$248,000.00	\$248,000.00	100	1.350%	12-Feb-19	12-Aug-16	1096	05580ADT8	WELLS SECURITIES	\$1,669.41	COUPON



<b>FISCAL YEAR 2015-2016</b>			
<b>YIELD TO MATURITY AND INTEREST EARNINGS</b>			
<b>MONTH</b>	<b>90 DAY T. BILL YIELD</b>	<b>INVESTMENT INTEREST EARNED</b>	<b>CHECKING ACCOUNT YIELD</b>
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	0.224%	\$33,796.62	0.150%
APRIL	0.230%	\$30,228.42	0.150%
MAY	0.323%	\$40,643.63	0.150%
JUNE	0.261%	\$41,801.69	0.100%
JULY	0.290%	\$12,109.57	0.100%
AUGUST	0.310%	\$7,511.48	0.100%
SEPTEMBER			
<b>ANNUAL TOTALS</b>		<b>\$ 333,551.73</b>	

## Ron Westphal

---

**From:** Ron Westphal <ronaldw@co.jefferson.tx.us>  
**Sent:** Tuesday, September 06, 2016 8:40 AM  
**To:** 'Commissioner Brent Weaver - Precinct No. 2'; 'Commissioner Eddie Arnold - Precinct No. 1'; 'Commissioner Everette Alfred - Precinct No. 4'; 'Commissioner Michael Sinegal - Precinct No. 3'; 'County Judge Jeff Branick'; Jody Jannise, Prct 1 Foreman; Kenneth Minkins; 'Mark Redwine, Prct 3 Foreman'; 'Mike Trahan, Prct 2 Foreman'; Rhonda Conlin, Environmental Control; Shedrick Evans, Prct 4 Executive Asst  
**Subject:** Agenda Item (plat) for 09-12-2016 - Precinct #1  
**Attachments:** Weldon Leger Estates.pdf

Gentlemen,

Attached is a Minor Plat of Weldon Leger Estates, located off of Turner Road in Precinct #1. This plat has met all requirements and has Engineering department approval.

I will be placing this plat on the Agenda for Monday, September 12<sup>th</sup> 2016.

If you have any concerns please give either Don or I a call.

Ron

Ronald Westphal  
 Jefferson County Engineering  
 1149 Pearl 5th Floor  
 Beaumont, TX 77701  
 Offc. 409 835-8584  
 Fax. 409 835-8718  
 email: [ronaldw@co.jefferson.tx.us](mailto:ronaldw@co.jefferson.tx.us)

**STATE OF TEXAS  
COUNTY OF JEFFERSON**

I, \_\_\_\_\_, DIRECTOR OF ENGINEERING OF JEFFERSON COUNTY, DO HEREBY CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY COMMISSIONERS' COURT OF JEFFERSON COUNTY, TEXAS.

DIRECTOR OF ENGINEERING

**STATE OF TEXAS  
COUNTY OF JEFFERSON**

APPROVED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016, AUTHORIZING THE FILING FOR RECORD OF THIS PLAT. JEFFERSON COUNTY ASSUMES NO OBLIGATION FOR THE MAINTENANCE OF STREETS, ROADS, DRAINAGE, OR ANY OTHER IMPROVEMENTS.

COMMISSIONER, PRECINCT 1

COMMISSIONER, PRECINCT 2

COMMISSIONER, PRECINCT 3

COMMISSIONER, PRECINCT 4

COUNTY JUDGE

**STATE OF TEXAS  
COUNTY OF JEFFERSON**

I, \_\_\_\_\_, COUNTY CLERK OF JEFFERSON COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN

MY OFFICE ON \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016 AT \_\_\_\_\_

O'CLOCK \_\_\_\_\_ M. AND DULY RECORDED ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_

\_\_\_\_\_, 2016 AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. IN CLERK'S FILE

NO. \_\_\_\_\_ JEFFERSON COUNTY OFFICIAL PUBLIC RECORDS.

COUNTY CLERK  
JEFFERSON COUNTY, TEXAS

**SURVEYOR'S CERTIFICATION**

WE, JAMA GROUP, LLC ACTING BY AND THROUGH MICHAEL KETHAN, A REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THE DRAWING SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF SURVEY MADE ON THE GROUND, UNDER MY SUPERVISION, BEING SAID JAMES GERRISH, JR. SURVEY, A-25 OF JEFFERSON COUNTY, TEXAS.

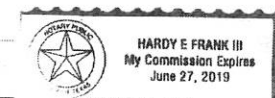
SURVEYED: JANUARY 12, 2016

MICHAEL KETHAN  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5709

SUBSCRIBED AND SWORN TO BEFORE ME BY MICHAEL KETHAN AND GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

NOTARY PUBLIC  
A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS.

MY COMMISSION EXPIRES: 6-27-2019



**STATE OF TEXAS  
COUNTY OF JEFFERSON**

KNOW ALL MEN BY THESE PRESENTS, THAT WE, JANE L. LEGER AND ADAM LEGER, OWNERS OF AN 8.138 ACRE OF LAND OUT OF THE JAMES GERRISH, JR. SURVEY, ABSTRACT NO. 25, JEFFERSON COUNTY, TEXAS, AS CONVEYED TO ME BY DEEDS DATED JULY 8, 2008 AND RECORDED IN CLERK'S FILE NO. 2008024256, JEFFERSON COUNTY OFFICIAL PUBLIC RECORDS, DO HEREBY SUBDIVIDE SAID 8.138 ACRES OF LAND OUT OF THE JAMES GERRISH, JR. SURVEY, ABSTRACT NO. 25 TO BE KNOWN AS LOT 1 AND LOT 2 OF THE REPLAT OF A MINOR PLAT OF LOTS 1, 2, & 3 OF WELDON LEGER ESTATES, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS HERETOFORE GRANTED AND DEDICATE TO THE PUBLIC THE STREETS AND EASEMENTS SHOWN HEREON.

THIS IS TO CERTIFY THAT WE, JANE L. LEGER AND ADAM LEGER HAVE COMPLIED WITH OR WILL COMPLY WITH THE EXISTING REGULATIONS HERETOFORE ON FILE WITH THE JEFFERSON COUNTY ENGINEER AND ADOPTED BY THE COMMISSIONER'S COURT OF JEFFERSON COUNTY.

WITNESS OUR HAND IN JEFFERSON COUNTY, TEXAS THIS THE 1st DAY OF September, 2016.

SUBSCRIBED AND SWORN TO BEFORE ME BY JANE L. LEGER AND GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 1st DAY OF September, 2016.

NOTARY PUBLIC  
A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES: 1-30-2018

SUBSCRIBED AND SWORN TO BEFORE ME BY ADAM LEGER AND GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 1st DAY OF September, 2016.

NOTARY PUBLIC  
A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES: 1-30-2018

TYPE OF FACILITY	REQUIRED CLEAR SPACE FOR AN OSSF (ON SITE SEWAGE FACILITY)		REQUIRED CLEAR SPACE FOR AN OSSF (ON SITE SEWAGE FACILITY)	
	USAGE RATE-GALLONS PER DAY (WITHOUT WATER SAVING DEVICES)	REQUIRED CLEAR AREA FOR OSSF (IN SQUARE FEET)	USAGE RATE-GALLONS PER DAY (WITH WATER SAVING DEVICES)	REQUIRED CLEAR AREA FOR OSSF (IN SQUARE FEET)
SINGLE FAMILY (1-2 BEDROOMS) LESS THAN 1500 SQ. FT.	225	5428.57	180	5142.86
SINGLE FAMILY (3-4 BEDROOMS) LESS THAN 2500 SQ. FT.	300	8571.43	240	6857.15
SINGLE FAMILY (4-5 BEDROOMS) LESS THAN 3500 SQ. FT.	375	10714.29	300	8571.43
SINGLE FAMILY (5-6 BEDROOMS) LESS THAN 4500 SQ. FT.	450	12857.14	360	10285.72
SINGLE FAMILY (6-7 BEDROOMS) LESS THAN 5500 SQ. FT.	525	15000.00	420	12000.00

**FIELD NOTE DESCRIPTION**

Being an 8.138 acre tract of land as situated in the James Gerrish, Jr. Survey, Abstract No. 25, Jefferson County, Texas and being all of a called 8.14 acre tract shown as Lots 1, 2, and 3 of the Minor Plat of the Weldon Leger Estates as shown on a plat filed for record under Clerk's File No. 2008024256 of the Jefferson County Map Records. Said 8.138 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron pipe found on the east right-of-way of Turner Road for the southwest corner of said Minor Plat of Weldon Leger Estates, the southwest corner of Lot 2 of said Minor Plat of Weldon Leger Estates, and the southwest corner of the herein described tract, same being the northwest corner of the residue of a called 2.442 acre tract as conveyed to Paul Charles Blanchard by a Warranty Deed dated November 20, 1973 and filed for record in Volume 1808, Page 302 of said Jefferson County Deed Records;

THENCE, North 05°22'27" East, (called North 05°00'00" East) along the east line of said Turner Road and the west line of Lot 2 and Lot 3 of said Minor Plat of Weldon Leger Estates, at a distance of 192.85 feet passing a 1/2-inch iron rod found for the most westerly northwest corner of Lot 3 of said Minor Plat of Weldon Leger Estates and the southwest corner of Lot 1 of said Minor Plat of Weldon Leger Estates, IN ALL a total distance of 464.10 feet (called 464.01 feet), to a 5/8-inch iron rod (with cap stamped "JAMA, LLC") set for the northwest corner of Lot 1 of said Minor Plat of Weldon Leger Estates, the northwest corner of the herein described tract, and the southwest corner of a called 200.00 acre tract as conveyed to Lawrence Leger by Deed dated February 21, 1923 and filed for record in Volume 225, Page 470 of said Jefferson County Deed Records;

THENCE North 87°14'16" East, (called South 89°12'08" East) along the south line of said 200.00 acre Lawrence Leger tract and the north line of Lot 1 of said Minor Plat of Weldon Leger Estates, at a distance of 221.38 feet passing a 1/2-inch iron rod found for the northeast corner of same and the most northerly northwest corner of Lot 3 of said Minor Plat of Weldon Leger Estates, IN ALL a total distance of 771.37 feet, (called 770.98 feet) to a 1/2-inch iron pipe found for the northeast corner of same and the northeast corner of the herein described tract, same being the northwest corner of a called 75.10 acre tract as conveyed to Lawrence Leger by Deed dated March 7, 1940 and filed for record under Volume 489, Page 306 of said Jefferson County Deed Records;

THENCE South 05°14'19" West, a distance of 463.89 feet, (called South 08°49'41" West 463.98 feet) along the west line of said 75.10 acre Lawrence Leger tract and the east line of Lot 3 of said Minor Plat of Weldon Leger Estates, to a 1-inch iron pipe found for the southeast corner of same, the southeast corner of the herein described tract, and the northeast corner of a called 1/2 acre tract as conveyed to Morris Wayne Blanchard by a Warranty Deed dated October 25, 1976 and filed for record in Volume 1963, Page 222 of said Jefferson County Deed Records;

THENCE South 87°16'08" West, (called North 89°11'26" West) along the south line of Lot 3 of said Minor Plat of Weldon Leger Estates and the north line of said Morris Wayne Blanchard called 1/2 acre tract, at a called distance of 150.00 feet passing the northwest corner of same and continuing along the north line of the previously mentioned Paul Charles Blanchard residue of 2.442 acre tract, IN ALL a total distance of 517.33 feet, to a 1/2-inch iron rod found for the most southerly southwest corner of Lot 3 of said Minor Plat of Weldon Leger Estates, the southeast corner of Lot 2 of said Minor Plat of Weldon Leger Estates, and an angle corner of the herein described tract.

THENCE South 87°09'44" West, (called North 89°11'26" West) a distance of 255.16 feet, along the south line of Lot 2 of said Minor Plat of Weldon Leger Estates and the north line of said Paul Charles Blanchard residue of 2.442 acre tract, to the PLACE OF BEGINNING, CONTAINING 8.138 acres of land in Jefferson County, Texas.

LINE	BEARING	DISTANCE
L1	N 48°23'31" E	50.20'

**LEGEND & ABBREVIATIONS**

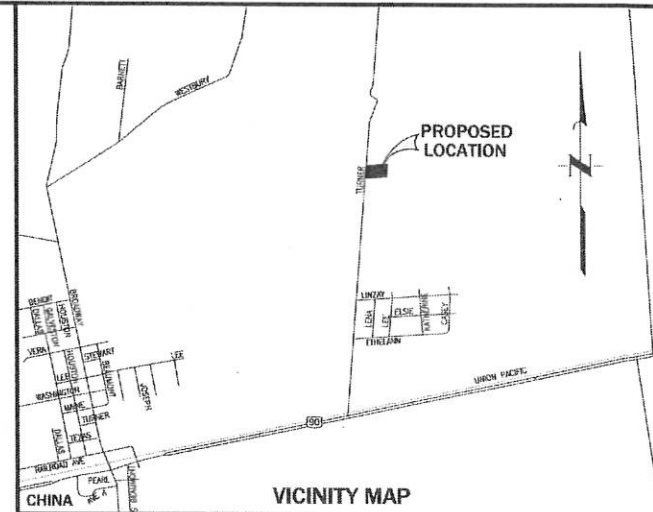
UTIL	UTILITY
ESMT	EASEMENT
FND	FOUND
I	IRON
ROW	RIGHT-OF-WAY
POB	POINT OF BEGINNING
JCOPR	JEFFERSON COUNTY OFFICIAL PUBLIC RECORDS
JCMR	JEFFERSON COUNTY MAP RECORDS
●	PROPERTY CORNER (AS NOTED)

**REPLAT  
OF  
A MINOR PLAT OF  
LOTS 1, 2, AND 3  
WELDON LEGER ESTATES  
BEING  
8.138 ACRES  
OUT OF THE  
JAMES GERRISH, JR. SURVEY  
ABSTRACT NO. 25  
JEFFERSON COUNTY, TEXAS  
AUGUST 2016**



**GENERAL NOTES**

- All horizontal control is referenced to the Texas State Plane Coordinate System, Lambert Projection, North American datum of 1983 (NAD 83), South Central Zone (U.S. Survey Foot).
- 5/8-inch iron rods with caps stamped "JAMA GROUP" have been set at all lot corners unless otherwise noted herein.
- This survey does not provide any determination concerning wellheads, fault lines, toxic waste or any other environmental issues. Such matters should be directed by the client or prospective purchaser to an expert consultant.
- According to Map No. 480385 0012C of the Federal Emergency Management Agency's Flood Insurance Rate Maps for Jefferson County, Texas (Unincorporated Areas), dated August 6, 2002, the subject tract is situated within "Zone X", defined as areas determined to be outside the 500-year flood plain. This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor. Location of the subject tract on said maps were determined by scale. JAMA Group, LLC does not warrant nor subscribe to the accuracy or scale of said maps.
- Research for Adjoining Tracts was performed by JAMA Group, LLC.
- This subdivision plat was prepared without the benefit of a current Commitment for Title Insurance or Abstractor's Certificate and therefore easements or encumbrances may exist which are not shown herein. No research of the Public Records of Jefferson County regarding these easements or encumbrances was performed by JAMA Group, LLC.
- No portion of this subdivision or other development within this subdivision may begin until all Jefferson County development requirements have been met.
- A portion of this subdivision lies within the extra territorial jurisdiction of the City of Beaumont.
- This subdivision lies within the boundaries of the Hardin-Jefferson Independent School District.
- No structure in this subdivision shall be occupied until connected to a public sewer system or to an on-site wastewater system, which has been approved by Jefferson County.
- No structure in this subdivision shall be occupied until connected to an individual water supply, state approved community water system, or engineered rainwater collection system.
- All existing pipeline easements within the limits of the subdivision have been shown.
- All drainage easements shown herein shall be kept clear of fences, buildings, plantings, and other obstructions to the operation and maintenance of the drainage facilities.
- Electric utility service will be provided by: ENERGY TEXAS, INC.  
Telephone utility service will be provided by: AT&T  
Gas utility service will be provided by: N/A  
Water utility service will be provided by: Private well  
Sewer utility service will be provided by: Aerobic sewer system  
Cable utility service will be provided by: AT&T





**Regular, September 12, 2016**

There being no further business to come before the Court at this time,  
same is now here adjourned on this date, September 12, 2016