

SPECIAL, 1/22/2019 1:30:00 PM

BE IT REMEMBERED that on January 22, 2019, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff

Honorable Carolyn L. Guidry , County Clerk (ABSENT) -

Theresa Goodness, Chief Deputy

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

Notice of Meeting and Agenda and Minutes
January 22, 2019

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
January 22, 2019**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **22nd** day of **January 2019** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

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

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

11:00 a.m.-WORKSHOP- To be held in the Engineering Department Conference Room on the 5th Floor-- To receive information from the Engineering Department regarding GIS and the County Road Inventory for TxDOT.

IMMEDIATELY FOLLOWING COMMISSIONERS COURT- Workshop: To receive a presentation and information to discuss construction plans for the Ford Park Baseball Field Concession Stands.

INVOCATION: Michael S. Sinegal, Commissioner, Precinct Three

PLEDGE OF ALLEGIANCE: Eddie Arnold, Commissioner, Precinct One

PURCHASING:

1. Consider and approve specifications for (IFB 19-004/YS), Term Contract for Lighting Supplies for Runway and Taxiway at Jack Brooks Regional Airport.

SEE ATTACHMENTS ON PAGES 10 - 50

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

2. Consider and approve, execute, receive and file a contract amendment for (IFB17-019/YS), Term Contract for Aviation Fuel for Jack Brooks Regional Airport. This amendment will assign pricing for aviation fuel to Titan Aviation Fuels as Eastern Aviation Fuels, Inc. has changed its company name.

SEE ATTACHMENTS ON PAGES 51 - 51

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

3. Consider and approve, execute, receive and file a Professional Services Agreement (PROF19-007/DC) with The LaBiche Architectural Group, Inc. for Architectural Services to Update the Jefferson County Courthouse Masterplan for a fixed fee of \$50,000.00.

SEE ATTACHMENTS ON PAGES 52 - 55

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

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4. Consider and approve, execute, receive and file an agreement (Agreement 19-006/JW) with LexisNexis and Jefferson County for LexisNexis Advance website access subscription for the 58th District Court. This agreement is for a one-year term (February 1, 2019 through January 31, 2020), at a monthly cost of \$76.00.

SEE ATTACHMENTS ON PAGES 56 - 59

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

5. Consider and approve, execute, receive and file Change Order No. 2 for (IFB 17-024/JW) Taxiway D Reconstruction (2017) at Jack Brooks Regional Airport with Oldcastle Materials Texas, Inc. (dba Gulf Coast an Oldcastle company) to increase the number of contract working days for this project by (95) days due to inclement weather conditions; bringing the total number of working days from (364) days up to (459) days. This change order does not change the cost of the project. This project is funded by AIP Grant # 33.

SEE ATTACHMENTS ON PAGES 60 - 60

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

6. Consider and approve, execute, receive and file Change Order No. 1 for (IFB 18-048/YS), Hurricane Harvey Repairs for Ben J. Rogers Visitors Center, pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318- 326 with Daniels Building & Construction, for a decrease in the amount of \$5,916.00 for non-impact aluminum entry doors, bringing the contract total down from \$113,066.00 to \$107,150.00. This change order will not change the number of contract working days.

SEE ATTACHMENTS ON PAGES 61 - 62

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

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7. Consider and approve, execute, receive and file Change Order No. 1 for (JOC 18-038/DC) with SETEX Construction Corp. for the Adult Probation Elevator Pit Repair for a decrease in the amount of \$33,921.44 for credits for not used non-standard hours and weekend work and the installation of a concrete slab, bringing the total contract to \$68,270.22. This is in accordance with Choice Partners JOC Texas Contract 15/041JN-11-2015. Available funding through Capital Projects.

SEE ATTACHMENTS ON PAGES 63 - 69

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

COUNTY AUDITOR:

8. Consider and approve budget transfer - Criminal District Court - additional cost for chairs.

120-2032-412-3084	MINOR EQUIPMENT	\$1,000.00	
120-2032-412-5073	TRANSCRIPT TESTIMONY		\$1,000.00

SEE ATTACHMENTS ON PAGES 70 - 70

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

9. Consider and approve budget transfer - Constable Pct.1 - additional cost for supplies.

120-3065-425-3078	OFFICE SUPPLIES	\$500.00	
120-3065-425-5062	TRAVEL EXPENSE		\$500.00

SEE ATTACHMENTS ON PAGES 71 - 71

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

10. Consider and approve budget transfer - Constable Pct.1 - additional cost for uniforms.

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120-3065-425-3017	CLOTHING	\$1,000.00	
120-3065-425-5062	TRAVEL EXPENSE		\$1,000.00

SEE ATTACHMENTS ON PAGES 72 - 72

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

11. Consider and approve Entergy customer rate change request for electrical service at Ford Park. Estimated savings are \$1,057 annually.

SEE ATTACHMENTS ON PAGES 73 - 76

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

12. Regular County Bills check #454955 through checks #455210.

SEE ATTACHMENTS ON PAGES 77 - 85

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

COUNTY COMMISSIONERS:

13. Consider, possibly approve a Resolution supporting increase in Amtrak's Sunset Limited Service from Tri-Weekly to Daily.

SEE ATTACHMENTS ON PAGES 86 - 87

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

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14. Consider, possibly approve a Resolution to Oppose Unfunded State Mandates.

SEE ATTACHMENTS ON PAGES 88 - 89

Motion by: Commissioner Sinegal

Second by: Commissioner Arnold

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

Action: APPROVED

15. Consider and possibly approve a Proclamation for School Choice Week.

SEE ATTACHMENTS ON PAGES 90 - 90

Motion by: Commissioner Sinegal

Second by: Commissioner Arnold

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

Action: APPROVED

16. Consider, possibly approve a Resolution to approve the annual grant application for the Jefferson County Drug Intervention Program of the Adult Specialty Drug Court. (Grant Application No. 1604518. There is no match required.)

SEE ATTACHMENTS ON PAGES 91 - 91

Motion by: Commissioner Sinegal

Second by: Commissioner Arnold

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

Action: APPROVED

COUNTY TREASURER:

17. Receive and File Amended Investment Schedule For November 2018, including the year to date total earnings on County funds.

SEE ATTACHMENTS ON PAGES 92 - 94

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

18. Receive and File Investment Schedule For December 2018, including the year to date total earnings on County funds.

SEE ATTACHMENTS ON PAGES 95 - 97

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

RISK MANAGEMENT:

19. Consider and possibly approve Property Insurance renewal, effective February 1, 2019, with Axis Insurance Company, at an annual premium of \$1,129,610.40.

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

20. Consider and possibly approve Boiler and Machinery Insurance renewal with Hartford Steam Boiler, effective February 1, 2019, for an annual premium of \$16,863.00.

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

21. Consider and possibly approve Excess Workers' Compensation and General Liability Insurance renewal with Colony Insurance Company, effective February 1, 2019, for an annual premium of \$173,775.00.

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

Notice of Meeting and Agenda and Minutes
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22. Consider and possibly approve Government Crime Insurance renewal with Great American Insurance Company, effective February 1, 2019, for an annual premium of \$4,850.00.

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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.**

Jeff R. Branick
County Judge



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE

Advertisement for Invitation for Bids

January 21, 2019

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 19-004/YS, Term Contract for Lighting Supplies for Runway and Taxiway at Jack Brooks Regional Airport. **Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/> or by calling 409-835-8593.**

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. 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: Term Contract for Lighting Supplies for Runway and Taxiway at Jack Brooks Regional Airport

BID NO: IFB 19-004/YS

DUE DATE/TIME: 11:00 AM CDT, Tuesday, February 19, 2019

MAIL OR DELIVER TO: Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Yea-Mei Sauer, Contract Specialist, ysauer@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 – January 23, 2019 & January 30, 2019

IFB 19-004/YS
Term Contract for Lighting Supplies for Runway and Taxiway at
Jack Brooks Regional Airport
Bids due: 11:00 AM CDT, Tuesday, February 19, 2019

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Bid Submissions:

Bidder is responsible for submitting:

- One (1) *original* bid copy to include a completed copy of this specifications packet, in its entirety.
- Two (2) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission 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 response being declared as non-responsive.

<https://www.co.jefferson.tx.us/Purchasing/>

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, 1st 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.

Bidder shall submit bid in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope of box shall also include 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 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.

The County requests that bid submissions NOT be bound by staples or glued spines.

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 – 2019:

January 1	Tuesday	New Year's
January 21	Monday	Martin Luther King, Jr. Day
February 18	Monday	President's Day
April 19	Friday	Good Friday
May 27	Monday	Memorial Day
July 4	Thursday	Independence Day
September 2	Monday	Labor Day
November 11	Monday	Veteran's Day
November 28 & 29	Thursday & Friday	Thanksgiving
December 24 & 25	Tuesday & Wednesday	Christmas
January 1, 2020	Wednesday	New Year's

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

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 Confidential/Proprietary Information

If any material in the bid submission is considered by Bidder to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Bidder), Bidder **must** clearly mark the applicable pages of Bidder's bid submission to indicate each claim of confidentiality. Additionally, Bidder must include a statement on company letterhead identifying all Bid Submission section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire bid submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire bid submission subject to release under the Texas Public Information Act.

By submitting a bid, Bidder agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Bidder's bid submission or other information submitted by Bidder.

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

2. Performance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Purchase Orders and Payment

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

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

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

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

4. Contract

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

4.2 Contract Agreement. Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and, upon agreement between vendor(s) and Jefferson County, may be renewed annually for up to four (4) additional years.

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

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

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

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

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

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

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

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

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

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

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

5. Federal Emergency Management Agency (FEMA) Mandated Contract Clauses

If applicable to the work and services being performed by CONTRACTOR under the parties' AGREEMENT, the following provisions are adopted and form part of this AGREEMENT:

(A) DAMAGES, 2 CFR §200.326 Appendix II to Part 200 (A)

(1) All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.

(2) In the event of Contractor's breach of its performance obligations, County shall have all rights and remedies against Contractor as provided by law.

(B) TERMINATION RIGHTS, 2 CFR §200.326 Appendix II to Part 200 (B)

Termination for Convenience: Whenever the interests of the County so require, County may terminate the parties' Agreement, in whole or in part, for the convenience of the County. County shall give Contractor thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Contractor has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by County, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.

Termination for Cause: The County may, by written notice of default to Contractor, terminate the parties' Agreement, in whole or in part, if the Contractor fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Contractor's receipt of a Notice of Deficiency provided by County.

(C) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGREEMENTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

D. DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT, 2 CFR §200.326 Appen. II to Part 200 (D)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(1) Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009-2/January 2016);

(2) Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(a) CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.

(b) CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

(c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 2 CFR §200.326 Appendix II to Part 200 (E) (40 U.S.C. 3701-3708)

Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic

and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

(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 he or she is employed on such work to work in excess of forty 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 forty hours in such workweek.

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor 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 paragraph (1) of this section, 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 forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT 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 contractor, 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 paragraph (2) of this section.

(4) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT, 2 CFR §200.326 Appendix II to Part 200 (F)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, 2 CFR §200.326 Appendix II to Part 200 (G)

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding \$100,000.

H. ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 Appendix II to Part 200 (H)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

I. DEBARMENT AND SUSPENSION, 2 CFR §200.326 Appendix II to Part 200 (I)

(1) This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

J. BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 Appendix II to Part 200 (J)

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

K. PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

- (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (b) Meeting contract performance requirements; or
- (c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products/htm>.

L. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

M. ACCESS TO RECORDS

(1) CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

N. SEAL, LOGO AND FLAGS

CONTRACTOR shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

P. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

Q. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this contract.

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

All bids shall be tightly sealed in an opaque envelope or box and plainly marked "SEALED BID." The outside of the envelope or box shall also include: Bid Number, Bid Name, Bid Due Date, Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

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>

Bidders 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)

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), **unless contract is considered exempt as described below.**

In 2017, the Texas legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

FORM 1295 Exemptions: What type of contracts are exempt from the Form 1295 filing requirement under the amended law? The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

3. **Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission) – CONTINUED**

Upon entering into a contract or professional agreement, the Jefferson County Purchasing Department will submit a request to the Vendor to both:

1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.

Vendors must 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.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), 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

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, 7th 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; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

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

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations	\$1,000,000
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Excess Liability	\$1,000,000
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Property Insurance (policy below that is applicable to this project):

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (See Section 9 Below)

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 8 above.
- 9.4 If the coverage period shown on the Contractor’s current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- 9.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - 9.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 9.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

- 9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 9.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 9.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
 - 9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
 - 9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
 - 9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - 9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
 - 9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - 9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - 9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, ysauer@co.jefferson.tx.us, regarding any questions or comments. Please reference bid number IFB 19-004/YS.

Scope

Vendor shall supply light bulbs and lighting supplies for runway, taxiway, and signage at the Jack Brooks Regional Airport (Jefferson County) subject to the terms and conditions stated herein for a period of one (1) year beginning on the date of award. All light bulbs, lighting equipment, and lighting supplies must meet all current Federal Aviation Administration (FAA) Advisory Circulars for airfield lighting or any other (FAA) Advisory Circular that may pertain to the products as listed on the Bid Form. This includes but is not limited to (FAA) Advisory Circulars: AC 150/5345-47C, AC 150-5345-46D)

Pursuant to (FAA) Advisory Circulars, no substitutions will be considered for Items 1-5 on the Bid Form for this Invitation for Bid.

A price re-determination may be considered by Jefferson County only at the twelve (12) month and twenty-four (24) month anniversary dates of the contract. 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.

Approximate Annual Usage

Items listed on the Bid Form indicate our approximate annual usage. No promise is made or implied that these quantities will be purchased. Orders will be placed on an **as-needed basis** for the duration of the contract. Purchase Orders will be released to the successful bidder(s) as required. **MINIMUM ORDERS ARE NOT ACCEPTABLE.**

Samples

When requested, samples shall be furnished free of expense to Jefferson County for approval by user department.

Brand Name or Equal

List goods or services by brand name, model, and other identifying specifics, **except** for products that are equal to the characteristics of the named brand. Usually the composition of a brand name good and services are provided through labeling, but broader tolerances and less consistency from item to item may be expected as compared with standard goods. Other manufacturers may provide a nearly identical good under their own brand name. **This method will be employed by Jefferson County Purchasing if – and only if – there is sound justification. The burden of justification will rest with the user department.**

Delivery

Price quoted shall be F.O.B. delivered (within 7 working days) to The Jack Brooks Regional Airport in Jefferson County with freight prepaid. Bidder bears freight charges. Vendor shall make deliveries between the hours of 8:00 am – 12:00 noon and 1:00 pm – 3:00 pm, Monday through Friday.

Contract

This bid, when properly accepted by Jefferson County Commissioners' Court, shall constitute a contract equally binding between the successful bidder and Jefferson County. No different or additional terms will become a part of this contract.

Contract Agreement

Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. **Contract shall commence on date of award and continue with an option for up to a four (4) year period.**

General Specifications

The items listed below indicate our approximate annual usage. No promise is made or implied that these quantities will be purchased.

Bidder Information Form

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

Bid Name & Number: Lighting Supplies for Runway and Taxiway at Jack Brooks Regional Airport, IFB 19-004/YS

Bidder's Company/Business Name: _____

Bidder's TAX ID Number: _____

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

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

Fax Number (with area code): _____

Email Address: _____

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

Address

City, State, Zip Code

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): _____, _____, _____, _____.

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

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

Title				

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Lighting Supplies for Runway and Taxiway at Jack Brooks Regional Airport. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. IFB 19-004/YS, Term Contract for Lighting Supplies for Runway and Taxiway at Jack Brooks Regional Airport. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Bidders: Please read carefully the Bid Instructions for Bid Form Sections I, II, & III as instructions differ per each section.

Section I.

Bid Instructions for Items 1-4:

(Items 1-3) are to be bid as **GE brand light bulbs ONLY.**

(Item 4) is to be bid as **GE Crouse Hinds brand light bulb ONLY.**

(Item 5) is to be bid as **ADB Brand ONLY.**

No substitutions for Items 1-4 will be accepted based on information provided in the Scope of Services section of these specifications.

Item	Description	Approximate Annual Usage Quantity	Brand	Unit Bid Price (Per Bulb)
1	Bulb: EXL 30 Watt, 6.6 Amp Quartz (GE, Part #: 11478)	300	GE	\$
2	Bulb: 120 Watt, 6.6 Amp Quartz (GE, Part #:10099, EVV 120 Watt)	100	GE	\$
3	Bulb: EZL 200 Watt, 6.6 Amps Quartz (GE, Part #: 15243)	50	GE	\$
4	Bulb: 62 Watt, 6.6 Amp MR 16, (GE Crouse Hinds brand, Part Number: 20590)	300	GE Crouse Hinds	\$
5	LED Elevated Taxiway Edge Light (ADB Part #: ETES/1110 Blue)	15	ADB	\$

Section II.

Bid Instructions for Items 5-12:

The below items (Items 6 -13) may be bid per the brand name specified or equivalent.

Item	Description	Approximate Annual Usage Quantity	Brand	Unit Bid Price (Per Bulb)
6	Bulb: 48 Watt, 6.6 Amp Quartz (GE Crouse Hinds Part#: 64337A)	50	GE Crouse Hinds or Equivalent	\$
7	Transformer 30/45 Watt, 6.6 Amp, (ADB brand, Part Number: 1 ST 045660010)	50	ADB or equivalent: _____	\$
8	Transformer 100 Watt, 6.6 Amp, (ADP brand, Part Number: 1 ST 100666010)	50	ADB or equivalent: _____	\$
9	300 Watt Transformer (ADB, Part #1 ST 300666010)	25	ADB or equivalent: _____	\$
10	Termination Kits (Amerace, Part #: 54 Super D4-D4)	150	Amerace or equivalent: _____	\$

11	Light Assembly (ADB Part Number: ETES/1110)	20	ADB or equivalent: _____	\$
12	Light Assembly Cord Set, (ADB, Part Number: 44A1701/15 L823)	50	ADB or equivalent: _____	\$
13	Head Assembly 14 inch, (ADB, Part Number: 44B484/1X L861)	20	ADB or equivalent: _____	\$

Section III.

Bid Instructions for Items 14 & 15:

The below items are to be bid per the brand name specified or equivalent.

Item	Description	Approximate Annual Usage Quantity	Brand	Unit Bid Price (Per Bulb)
14	Field Lighting Arrestors	6	ADB brand or equivalent: _____	\$
15	Airfield Wire: Spool (3000 ft.) Rome XLP power cable. (8 AWG C U 5 KV non-shielded FAA L 824 Type C)	2	Rome brand or equivalent: _____	\$

Minimum Orders are not acceptable. Bids must be for per unit pricing.

Bids received with minimum order amounts will be considered non-responsive.

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: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ 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.

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

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<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;">OFFICE USE ONLY</div> <div style="border: 1px solid black; height: 150px; margin-top: 5px;"> <div style="position: absolute; top: 5px; right: 5px; font-size: small;">Date Received</div> </div>	
<div style="border: 1px solid black; padding: 2px;"> 1 Name of vendor who has a business relationship with local governmental entity. </div>		
<div style="border: 1px solid black; padding: 2px;"> 2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. <div style="font-size: small;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</div> </div>		
<div style="border: 1px solid black; padding: 2px;"> 3 Name of local government officer about whom the information in this section is being disclosed. <div style="text-align: center; margin-bottom: 10px;"> <div style="border-bottom: 1px solid black; width: 200px; margin: 0 auto;"></div> <div style="font-size: small;">Name of Officer</div> </div> <p>This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="margin-left: 40px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <div style="margin-left: 40px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <div style="margin-left: 40px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p> </div>		
<div style="border: 1px solid black; padding: 2px;"> 4 </div>		
<div style="border-top: 1px solid black; margin-top: 20px;"> <div style="width: 40%;"></div> <div style="font-size: small;">Signature of vendor doing business with the governmental entity</div> </div>		<div style="border-top: 1px solid black; margin-top: 20px;"> <div style="width: 40%;"></div> <div style="font-size: small;">Date</div> </div>

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>		<div style="border: 1px solid black; padding: 2px; text-align: center;">OFFICE USE ONLY</div> <div style="border: 1px solid black; padding: 5px; min-height: 100px;"> Date Received </div>
1	Name of Local Government Officer	
2	Office Held	
3	Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code	
4	Description of the nature and extent of employment or other business relationship with vendor named in item 3	
5	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).	
Date Gift Accepted _____ Description of Gift _____ Date Gift Accepted _____ Description of Gift _____ Date Gift Accepted _____ Description of Gift _____ <div style="text-align: center;">(attach additional forms as necessary)</div>		
6	AFFIDAVIT	
<p>I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p>		
<div style="border-top: 1px solid black; width: 30%; margin: 0 auto;"></div> Signature of Local Government Officer		
AFFIX NOTARY STAMP / SEAL ABOVE		
Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.		
<div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 30%; border-top: 1px solid black;"></div> <div style="width: 30%; border-top: 1px solid black;"></div> <div style="width: 30%; border-top: 1px solid black;"></div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div style="width: 30%;">Signature of officer administering oath</div> <div style="width: 30%;">Printed name of officer administering oath</div> <div style="width: 30%;">Title of officer administering oath</div> </div>		

Adopted 8/7/2015

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

☐ Yes ☐ No

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

Did the Prime Contractor/Consultant . . .

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

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

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

Printed Name of Authorized Representative

Signature

Title

Date

Bidder Shall Return Completed Form with Offer.

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

This information must be submitted with your bid.

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

☐ Yes ☐ No

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

Contractor Name: _____ HUB: ☐ 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 3 OF 4

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____

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

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed:

Subcontractor Name: _____

Address: _____

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

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed:

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____

Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____

Street	City	State	Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address:

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

Name (print or type): _____

Title: _____

Date: _____

E-mail address:

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

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

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

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

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

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

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

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

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

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

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

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

STATE OF _____ COUNTY OF _____

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

on this day personally appeared _____, who
(name)

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

"I, _____ am a duly authorized officer of/agent
(name)

for _____ and have been duly authorized to execute the
(name of firm)

foregoing on behalf of the said _____.
(name of firm)

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

Name and address of bidder: _____

Fax: _____ Telephone# _____

by: _____ Title: _____
(print name)

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named

_____ on

this the _____ day of _____, 2019.

Notary Public in and for
the State of _____

Bidder Shall Return Completed Form with Offer.

House Bill 89 Verification

I, _____, the undersigned representative of (company or business name) _____
(heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

Signature of Company Representative

Date

On this _____ day of _____, 20____, personally appeared

_____, the above named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

Notary Signature

Date

Bidder Shall Return Completed Form with Offer.

Senate Bill 252 Certification

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

Company Name

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

December 17, 2018

Alex Rupp
Jefferson County/Jack Brooks Airport
4875 Paarker Drive
BEAUMONT, TX 77705

Post Office Box 12327
New Bern, NC 28561-2327

Tel 1-800-334-5732

Fax 252-633-3125

Email info@easternaviationfuels.com

Dear Alex,

For more than 40 years, Eastern Aviation Fuels has proudly served aviation companies like yours. We take pride in always providing you with the best possible service, the highest quality programs, and a reliable fuel supply.

We are excited to announce that we are officially changing our company name to **Titan Aviation Fuels** effective January 1, 2019. Although this change will be transparent to you and your organization, we felt it important to align our company name with our current and future growth objectives.

As we have grown into one of the largest distributors of aviation fuel products and related services in the United States, we are no longer restricted by region or geography, and wanted our company name to be reflective of this as we plan for the next four decades of service.

We believe Titan Aviation Fuels is a name that carries all the characteristics that have made us successful: *Service, Solutions, Safety and Innovation*, and will allow us to better focus on our number one priority – the customer.

Titan Aviation Fuels remains the exclusive marketer and distributor of branded Shell Aviation Fuels in the United States.

If you have any questions, please feel free to contact us or your sales representative.

In the meantime, we appreciate your business and continued trust in our team at Titan Aviation Fuels.

Sincerely,



Robert "Buddy" Stallings, III
Chairman
Titan Aviation Fuels



Robert "Robbie" Stallings, IV
President
Titan Aviation Fuels



JEFFERSON COUNTY, TEXAS



Jeff Branick, County Judge

ATTEST



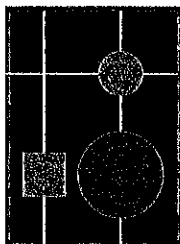
Carolyn L. Guidry, County Clerk



Shell Aviation

Exclusive distributors of branded aviation fuels for Shell Oil Products US

Prof 19-007/DC



The LaBiche
ARCHITECTURAL GROUP, INC.

Dohn H. LaBiche, FAIA - Principal
Greg Wall, AIA - Principal

7999 Gladys Avenue, Suite 101
Beaumont, Texas 77706
(409) 860-0197 • Fax (409) 860-0198

December 27, 2018

Jefferson County Commissioners Court
Commissioner Eddie Arnold, Pct. #1
1001 Pearl Street
Beaumont, TX 77701

Project: Update to the Jefferson County Courthouse Masterplan

Re: Proposal for Architectural Services

Dear Commissioner Arnold,

We appreciate the opportunity to submit this proposal for Architectural Services for the referenced project for your approval. The LaBiche Architectural Group, Inc. (hereinafter "Architect") shall provide to Jefferson County Commissioners Court, (hereinafter "Client") the services described below for the compensation described below. This proposal is based upon our discussions with Client and review of the current Historic Masterplan created in August of 2007.

PROJECT INFORMATION:

The project, as we understand it, is the updating of the 2007 Master Plan as funded by the Texas Historical Commission with a County match funding.

SCOPE OF WORK:

The Architect and the Architect's consultants shall perform those services described below:

WORK OUTLINE

A. Section Two

1. Compile schedule of rehabilitation work to date, dates of work, costs:
 - a. Phase One: Tower Roof and Spire
 - b. Phase Two: Masonry and Windows
 - c. Phase Three: HVAC
 - d. Commissioners' Courtroom
 - e. Other?

2. Edit Section Two text

B. Section Three

Architectural Proposal for
Jefferson County Master Plan Update

1. Edit to reflect rehab work completed and work remaining
 - a. Work identified in original Master Plan
 - 1) Completed
 - 2) Remaining
 - b. Work identified later and now added to Update, such as
 - 1) Electrical
 - 2) Security
 - 3) Roofing
2. Update drawings to reflect conditions in 2019
 - a. Floor Plans
3. Investigate current and future space utilization needs
 - a. Interview department officials for current space needs and uses
 - b. Document current use of all spaces in buildings
 - c. Project space needs (5 year, 10 year) and draft new space plans
4. Edit Section Three text

C. Section Four

1. Recommendations for future work, based on Section Three
 - a. Prioritize phases, is needed
2. Cost Estimates

D. Section Five

1. New photos of areas that have changed since original master plan
2. New consultant reports

E. Section One

1. Summary of new recommendations and phases
2. Current Participants

SEQUENCE OF ACTIVITIES

Section 1: General Information would include recognition of the 2019 County Commissioner Court members and a summary of the current project.

Section 2 : Contains historical research on the county's courthouses so any relevant information, such recent historic designations should be added to the report. Revaluation of the period of significance as it relates to the scope of work can be undertaken with THC approval.

Section 3: Describes all the existing conditions of the courthouse, both interior and exterior, to determine if repair or replacement is required as well as identify historically significant features to be preserved. If the master plan is more than 10 years old it would seem prudent to re-evaluate the performance of the roofing,

Architectural Proposal for
Jefferson County Master Plan Update

for example, to determine if it has reached the end of its life. This section would also identify any deficiencies in the electrical system or if structural problems are present.

Section 4: Includes the recommended scope of work for your project. Note that location of offices, extent of IT and security infrastructure, and even break room locations were determined in consultation with a previous court and your objectives may have changed. All recommendations in the updated master plan should re-evaluated by the current court and changed as necessary.

Section 5: Appendices may not change unless there are new consultant reports or more recent photos that better illustrate the current condition of the courthouse

COMPENSATION:

The scope of work outlined above will be performed at an hourly rate not to exceed **Fifty Thousand Dollars (\$50,000.00)**, plus reimbursable expenses and distributed as follows:

- ☐ Additional Services requested by Client will be charged hourly per the fee schedule attached.
- ☐ Reimbursable expenses shall include all printing required for the project. Other expenses shall be approved by Owner prior to expenditures. Cost of reimbursable expenses shall be billed at 1.25 times the expenditure.

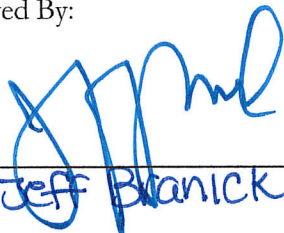
We have assembled this proposal based on our understanding of the specific needs related to this project. If you are in agreement with the terms and qualifications of this proposal, please sign one copy and return to us. We are extremely interested in working with you on this project and look forward to hearing back from you.

Respectfully,



Dohn H. LaBiche, FAIA

Approved By:



Name

Jeff Branick

01/22/2019

Date

ATTEST
DATE



Architectural Proposal for
Jefferson County Master Plan Update

HOURLY RATE SCHEDULE

<u>PERSONNEL</u>	<u>HOURLY RATE*</u>
Principal/ Engineer/ Historical Consultant	150.00
Senior Project Architect	125.00
Project Architect	100.00
Intern Architect II	95.00
Intern Architect I	80.00
Draftsman	60.00
Interior Finish Consultant II	85.00
Secretarial	50.00

*The rates for services of the Architect as set forth in this Agreement shall be adjusted in accordance with their normal salary review practices.

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas.

*Texas Board of Architectural Examiners
P.O. Box 12337
Austin, TX 78711-2337
Telephone: (512) 305-9000 / Fax: (512) 305-8900*



**Lexis Advance® Subscription Amendment for State/Local
Government
(Existing Subscriber Version)**

"Subscriber" Name: Judge Kent Walston Jefferson County

Account Number: 3222YGVD6

"LN": LexisNexis, a division of RELX Inc.

1. Amendment

This Amendment ("Amendment") amends and supplements the terms of the Lexis Advance Subscription Agreement previously entered into between LexisNexis, a division of RELX Inc. ("LN") and Subscriber (the "Subscription Agreement"). This Amendment shall serve as Subscriber's acceptance of the General Terms & Conditions for Use of the Online Services in effect as of the date of this Amendment and displayed at www.lexisnexis.com/terms/general.

2. Certification

2.1 Subscriber certifies that the number of government professionals in Subscriber's organization is as set forth below. A "Government Professional User" is defined as an attorney, judge, librarian, researcher, investigator or analyst who is employed by the Subscriber.

Number of Government Professional Users:

1

2.2 A "Support Staff User" is defined as a person who supports the Government Professional User, including, but not limited to: paralegals, interns, legal secretaries or other administrative support members. Up to 3 ID's will be issued to support staff for each Government Professional User accounted for above. Support Staff Users will receive access at no additional charge.

2.3 Each LN ID must be issued for individual use by the Government Professional User or Support Staff User.

2.4 If Subscriber, at the time of signing this Amendment has 11 or more Government Professional Users, then Subscriber is required to notify LN if the number of Government Professional Users falls below 11. Subscriber shall, within 30 days of the staffing change, notify LN in writing.

2.5 Subscriber acknowledges that the pricing and menus provided to Subscriber in this Amendment depend in part on the number of Government Professional Users in Subscriber's organization. Subscriber certifies that as of the date Subscriber signs this Amendment there are the number of Government Professional Users in Subscriber's organization (the "Reference Number") as Subscriber has specified above.

(i) At LN's request from time to time, Subscriber will certify in writing the then-current Reference Number.

(ii) If there is a change in the Reference Number during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Commitment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

3. Lexis Advance Product and Charges

3.1 This Section 3 amends the Subscription Agreement with respect to the Lexis Advance® product offering described below. The term of Subscriber's commitment for the Lexis Advance product offering will begin upon the date Subscriber's billing account ("Account Number") is activated ("Activation") and will continue for the last period set forth in Section 3.3 below (the "Committed Term"). Subscriber may not terminate this Amendment under Section 5.2 of the General Terms during the Committed Term. In addition, Subscriber may terminate this Amendment during the Committed Term for a material breach by LN that remains uncured for more than 30 days after LN receives written notice from Subscriber identifying a specific breach. If Subscriber terminates this Amendment pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination.

Lexis Advance Content & Features		
Product	SKU Number	Number of Users
Dorsaneo, TX Litigation Guide	1010135	1
USCS - United States Code Service	1011069	1
TX Jury Instructions	1011497	1

News	1010610	1
National Primary Enhanced	1011511	1
All Law Reviews	1010857	1
TX Transaction Guide: Legal Forms	1010483	1
TX Civil Practice Analytical	1011328	1
<input checked="" type="checkbox"/> See attached Rider No. 1 for additional Content & Features		

3.2 During the Term, the premium features Shepard's Graphical and Research Map will be included at no additional charge.

3.3 In exchange for access to the Lexis Advance Content, Feature and/or Service set forth above in Section 3.1, Subscriber will pay to LN the following amount (the "Monthly Commitment") during the periods set forth below.

Committed Term	Monthly Commitment
2/1/2019 - 1/31/2020	76.00

3.4 During the Term, LN may make content and features available to Subscriber that are not included in the Lexis Advance Content described above which will be offered to Subscriber at an additional charge ("Alternate Materials"). Subscriber will be under no obligation to access and use the Alternate Materials, or to incur additional fees beyond the Monthly Installment. If Subscriber elects to access the Alternate Materials by initialing below, Subscriber will be notified that additional charges will apply before the Alternate Materials is displayed. If Subscriber proceeds to access the Alternate Materials, Subscriber will pay the then current, transactional charge(s) for the Alternate Materials that is displayed at the time of access.

N/A Subscriber elects access to the Alternate Materials
(Initial)

3.5 Use of Lexis Advance under this Amendment is available to Subscriber and its Authorized Users (defined in the General Terms).

3.6 LN may temporarily suspend access to Lexis Advance until all unpaid amounts are paid in full. No claims directly or indirectly related to this Amendment with respect to amounts billed or payments made under this Amendment may be initiated by Subscriber more than 6 months after such amounts were first billed to Subscriber.

4. Closed Offer

The prices and other terms are subject to change if Subscriber has not submitted a signed original or copy on or before 01/15/2019.

5. Confidential Information

Subject to any state open records or freedom of information statutes, this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Amendment in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 5 will survive the termination or expiration of this Amendment.

6. SUPPORT AND TRAINING

During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of Lexis Advance through:

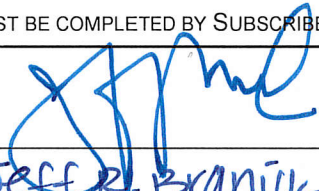
- (a) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;
- (b) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and
- (c) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Amendment.

7. Miscellaneous


This Amendment does not bind either party until it has been accepted by both parties. Subscriber may accept this Amendment by signing below. LN will accept this Amendment by providing Subscriber with access to Lexis Advance or by signing below.

LEXISNEXIS WILL NOT ACCEPT ANY CHANGES, CORRECTIONS OR ADDITIONS TO THIS AMENDMENT UNLESS SUCH CHANGES ARE EXPRESSLY ACCEPTED BY LN IN WRITING. SUCH CHANGES WILL HAVE NO LEGAL EFFECT.

AGREED TO AND ACCEPTED BY:

Subscriber: Judge Kent Walston Jefferson County	
[MUST BE COMPLETED BY SUBSCRIBER]	
Authorized Subscriber Signature:	
Printed Name:	Jeff R. Branick
Job Title:	Jefferson County Judge
Date:	January 22, 2019

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]	
Authorized Signature:	
Name:	Roslan, Joshua (LNG-DAY)
Job Title:	Date: 2019.01.16
Date:	11:30:52 -05'00'

ATTEST
DATE





ADDITIONAL CONTENT RIDER

SLG

Subscriber Name: Judge Kent Walston Jefferson County

Subscriber Participating Billgroup(s) 3222YGVD6

or Account Number:

Date of Agreement/Amendment: 01/01/2019

	PRODUCT/PREFERRED PRICING MATERIALS	SKU/MENU NUMBER	NUMBER OF USERS
(11)	Moore's Federal Practice - Criminal	1010337	1
(12)	Moore's Federal Practice - Civil	1010336	1
(13)			1
(14)			1
(15)			0
(16)			0
(17)			0
(18)			0
(19)			0
(20)			0
(21)			0
(22)			0
(23)			0
(24)			0
(25)			0

Roslan,
Joshua
(LNG-DAY)

Digitally signed
by Roslan, Joshua
(LNG-DAY)
Date: 2019.01.16
11:31:20 -05'00'



Construction Contract Change Order

Project: Taxiway D Reconstruction Jack Brooks Regional Airport Garver Job No. 18081500					Change Order No. 2				
Owner: Jefferson County 1149 Pearl Street, 4th Floor Beaumont, TX 77701					Contractor: Gulf Coast (Oldcastle Materials) PO Box 20779 Beaumont, TX 77720-0779				
Description of Work Included in Contract Remove and reconstruct Taxiway D from Taxiway F to the Ware Ramp									
Changes and Reasons Ordered (List Individual Changes as: A, B, C, D, etc.)									
<p>A. Due to the abnormal amount of rain the Beaumont Texas area has received over the last calendar year the contractor has requested additional time to complete the project. After reviewing the information provided by the RPR and contractor an additional 95 calendar days is warranted for project completion.</p> <p>B. The delay has also caused the construction to be affected by the FAA moratorium on work during the fall and winter holidays. The contractor has requested a suspension of calendar days to correspond with the FAA Moratorium during the December/January holiday period. This suspension will be approximately 11 calendar days in duration.</p>									
Attachments:									
Contract Changes	Bid Item No.	Bid Item Description	Unit of Measure	Original Contract Quantity	Contract Unit Price	Revised Contract Quantity	Revised Unit Price	Original Contract Cost	Revised Contract Cost
								\$0.00	\$0.00
								\$0.00	\$0.00
								\$0.00	\$0.00
								\$0.00	\$0.00
								\$0.00	\$0.00
Summation of Cost								\$0.00	\$0.00
Net Cost for this Change Order								\$0.00	\$0.00
Estimated Project Cost					Time Change				
				Estimated Project Cost					
Original Contract Amount				\$3,167,678.80		Contract Start Date January 3, 2018			
Previously Approved Changes				\$85,795.80		Original Contract Time (calendar days) 359			
This Change Order				\$0.00		Previously Approved Changes (calendar days) 5			
New Contract Amount				\$3,253,474.60		Additional Contract Time This Change Order (calendar days) 95			
						Suspended Time (calendar days) 11			
						New Construction Completion Date April 18, 2019			
THIS AGREEMENT IS SUBJECT TO ALL ORIGINAL CONTRACT PROVISIONS AND PREVIOUS CHANGE ORDERS									
ISSUED FOR REASONS INDICATED ABOVE Engineer: Garver					Sr. Project Manager Digitally Signed 12/21/2018				
ACCEPTED BY CONTRACTOR					Asst. Secretary 1/2/2019				
APPROVED BY OWNER					County Judge January 22, 2019				

ATTEST
DATE

[Signature]
1/22/19



CHANGE ORDER

PROJECT: Hurricane Harvey Repairs for
Ben J. Rogers Visitors Center
CONTRACTOR: Daniels Building & Construction
PO Box 20878
Beaumont, Texas 77720

CHANGE ORDER NO: 1
DATE: 01.09.19
ARCHITECT'S PROJECT NO.: 18017
CONTRACT DATE: 12.06.18
CONTRACT FOR: Hurricane Harvey
Repairs

The Contract is changed as follows:

Deduct for Non-Impact Aluminum Entry Doors
per AmeraProducts Shop Drawings dated 01.05.2019 (-\$5,916.00)

TOTAL **(-\$5,916.00)**

****See attached breakdown**

Not valid until signed by the Owner, Architect, and Contractor.

The original Contract Sum was \$113,066.00
Net change by previously authorized Change Orders \$00
The Contract Sum prior to this Change Order was \$113,066.00
The Contract sum will be **decreased** by this Change Order in the amount of **\$(-5,916.00)**
The new Contract Sum including this Change Order will be \$107,150.00

The Contract Time will be increased by **zero (00) days**.

The date of Substantial Completion as of the date of this Change Order therefore is **Date on Notice to Proceed**.

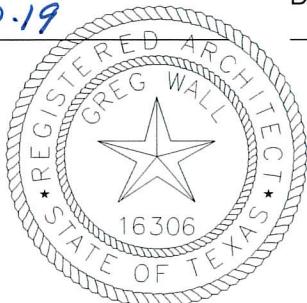
NOTE: The summary does not reflect changes in the Contract Sum or Contract Time which have been authorized by Construction Change Directive.

The LaBiche Architectural Group
7999 Gladys Avenue, Suite 101
Beaumont, Texas 77706

By: _____

Date: _____

1.10.19



Daniels Building & Construction
PO Box 20878
Beaumont, Texas 77720

By: _____

Date: _____

1/10/19



**Jefferson County Texas
Commissioners Court**
1149 Pearl Street
Beaumont, Texas 77701

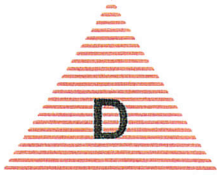
By: _____

Date: _____

1/21/19

ATTEST:

Carolyn L. Guidry
Carolyn L. Guidry, County Clerk



DANIELS

BUILDING & CONSTRUCTION, INC.

P.O. BOX 20878 - BEAUMONT, TEXAS 77720-0878 - PHONE (409) 838-3006 - FAX (409) 838-9006

Date: January 10, 2019

The LaBiche Architectural Group
7999 Gladys Ave., Suite 101
Beaumont, TX 77706

Re: **Proposal Request** 1
Hurricane Harvey Repairs for
Ben J. Rogers Regional Visitor Center

Re: Deduct for Non-Impact Aluminum Entry Doors per AmeraProducts Shop Drawings dated 1-5-2019.


DEDUCT -\$5,916

Total this Proposal Request #01 (\$5,916)

This proposal request represents the dollar amount above the price that has already been approved. This price to become part of a future change order. This price is valid for 15 days.

Please indicate your acceptance by signing below.

Sincerely,


John Polk, Project Manager
Daniels Building & Construction, Inc.

xc: Mike Graves
Don Sample

Accepted: LaBiche Architectural Group

Accepted: Jefferson County

Date

1/21/2019

Date

1/21/2019



JCC 18-038/DC

63

Mailing Address:
P.O. Box 20678
Beaumont, Texas 77720-0678

January 2, 2019

(409) 842-8181
(409) 842-2274
setex@setexconstruction.com
setexconstruction.com

Deb Clark
Jefferson County
1149 Pearl Street
Beaumont, Texas 77701

General Contracting

Project: "Adult Probation Elevator Pit"

Construction Management

Subject: "Change Order # 1"

Design-Build

Deb,

Job Order Contracting

Please see the change order recap for the above referenced project.

Facilities Maintenance

Change Order Recap:

Commercial

- Credit for not used non-standard hours
- Credit for weekend work
- Add for Installation of concrete slab

Industrial

Net Credit for Change Order #1\$ -33,921.44

Government

Healthcare

After your review, please process accordingly.

Infrastructure

Respectfully submitted,
SETEX CONSTRUCTION CORP.

Corporate

JEFFERSON COUNTY, TEXAS

Education

Jeff Branick, County Judge

Performing Arts

Michael Waidley
Project Manager

18-0135

Historical



ATTEST:

Carolyn L. Guidry
Carolyn L. Guidry, County Clerk

APPLICATION AND CERTIFICATE FOR PAYMENT

To(OWNER): Jefferson County
1149 Pearl Street, 7th Floor
Beaumont, TX 77701

Project: Adult Probation Elevator Pit
1149 Pearl St. 5th Floor
Beaumont, TX 77701

Application No: 2
Invoice No: 1978
Period To: 12/31/2018

From: SETEX Construction Corp.
P.O. Box 20678
Beaumont, TX 77720-0678

Via(Architect): J18-1135

Architect's
Project No: 073143
Invoice Date: 12/31/2018
Contract Date: 8/10/2018

CONTRACTOR'S APPLICATION FOR PAYMENT

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Approved previous months	0.00	33,921.44
Approved this month	0.00	0.00
TOTALS	0.00	33,921.44
Net change by change orders	-33,921.44	

1. ORIGINAL CONTRACT SUM..... \$ 102,191.66
2. Net change by Change Orders..... \$ -33,921.44
3. CONTRACT SUM TO DATE(Line 1 +/- 2)..... \$ 68,270.22
4. TOTAL COMPLETED & STORED TO DATE..... \$ 68,270.22
5. RETAINAGE..... \$ 0.00
6. TOTAL EARNED LESS RETAINAGE..... \$ 68,270.22
(Line 4 less Line 5)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT..... \$ 64,856.71
(Line 6 from prior Certificate)
8. SALES TAX..... \$ 0.00
9. CURRENT PAYMENT DUE..... \$ 3,413.51
10. BALANCE TO FINISH, PLUS RETAINAGE..... \$ 0.00
(Line 3 less Line 6)

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

CONTRACTOR: SETEX Construction Corp.

By: *[Signature]* Date: 12-31-18

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

State of: TX County of: Jefferson
Subscribed and sworn to before me this 31ST day of Dec, 20 18
Notary Public: Sherry Daniels
My Commission expires: 6/6/2021



AMOUNT CERTIFIED..... \$ 3,413.51
(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT: J18-1135

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

69
CONTINUATION SHEET

Application Number: 2
Application Date: 12/31/2018
Period To: 12/31/2018
Architect's Project No: 073143

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK BILLED		F MATERIAL STORED THIS PERIOD	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % G/C BALANCE TO FINISH (C-G)	I RETAINAGE
			FROM PREV. APPLICATION (D+E+F)	THIS PERIOD				
	Invoice Total	68,270.22	68,270.22	0.00	0.00	68,270.22	100	0.00

APPLICATION AND CERTIFICATE FOR PAYMENT

To(OWNER): Jefferson County
1149 Pearl Street, 7th Floor
Beaumont, TX 77701

Project: Adult Probation Elevator Pit
1149 Pearl St. 5th Floor
Beaumont, TX 77701

Application No: 1
Invoice No: 1977
Period To: 12/31/2018

From: SETEX Construction Corp.
P.O. Box 20678
Beaumont, TX 77720-0678

Via(Architect): J18-1135

Architect's
Project No: 073143
Invoice Date: 12/31/2018
Contract Date: 8/10/2018

CONTRACTOR'S APPLICATION FOR PAYMENT

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Approved previous months	0.00	0.00
Approved this month	0.00	33,921.44
TOTALS	0.00	33,921.44
Net change by change orders	-33,921.44	

1. ORIGINAL CONTRACT SUM..... \$ 102,191.66
2. Net change by Change Orders..... \$ -33,921.44
3. CONTRACT SUM TO DATE(Line 1 +/- 2)..... \$ 68,270.22
4. TOTAL COMPLETED & STORED TO DATE..... \$ 68,270.22
5. RETAINAGE..... \$ 3,413.51
6. TOTAL EARNED LESS RETAINAGE..... \$ 64,856.71
(Line 4 less Line 5)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT..... \$ 0.00
(Line 6 from prior Certificate)
8. SALES TAX..... \$ 0.00
9. CURRENT PAYMENT DUE..... \$ 64,856.71
10. BALANCE TO FINISH, PLUS RETAINAGE..... \$ 3,413.51
(Line 3 less Line 6)

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

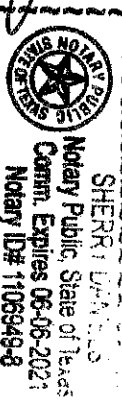
CONTRACTOR: SETEX Construction Corp.

By: *[Signature]* Date: 12-31-18

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

State of: TX County of: Jefferson
Subscribed and sworn to before me this 31st day of Dec, 2018
Notary Public: Sherry Daniels
My Commission expires: 6/6/2021



AMOUNT CERTIFIED..... \$ 64,856.71
(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT: J18-1135

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

Page 3

Application Number: 1
Application Date: 12/31/2018
Period To: 12/31/2018
Architect's Project No: 073143

A	B	C	D		E	F	G	H		I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK BILLED			MATERIAL STORED THIS PERIOD	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% G/C	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREV. APPLICATION (D+E+F)	THIS PERIOD						
	Invoice Total	68,270.22	0.00	68,270.22		0.00	68,270.22	100	0.00	3,413.51

MEMORANDUM

TO: COMMISSIONERS COURT
FROM: FRAN LEE
SUBJECT: BUDGET TRANSFER
DATE: JANUARY 15, 2019

The following budget transfer for the Criminal District Court is necessary for additional cost for repairs/replacements to courtroom chairs.

120-2032-412-3084 Minor Equipment \$1,000

120-2032-412-5073 Transcript Testimony \$1,000



(409) 835-8450 Phone
(409) 839-2350 Fax

1085 Pearl St, Room 103
Beaumont, TX 77701

Jevonne Smith Pollard
Constable, Precinct One

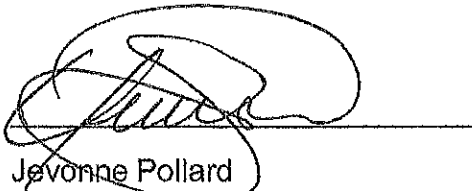
DATE: January 10, 2019
TO: Fran / Auditing
FROM: Constable Jevonne Pollard
RE: Transfer of funds

Please transfer the funds to the account numbers listed below:

\$500.00 from account #120-3065-425.50-62 to account #120-3065-425.30-78

to order office supplies for the office. Please give me a call if you have any questions regarding this matter.

Thank you,



Jevonne Pollard
Constable PCT 1

(409) 835-8450 Phone
(409) 839-2350 Fax



1085 Pearl St, Room 103
Beaumont, TX 77701

Jevonne Smith Pollard
Constable, Precinct One

DATE: January 16, 2019
TO: Fran / Auditing
FROM: Constable Jevonne Pollard
RE: Transfer of funds

Please transfer the funds to the account numbers listed below:

\$1,00.00 from account #120-3065-425.50-62 to account #120-3065-425.30-17

to order uniforms for the Deputies. Please give me a call if you have any questions regarding this matter.

Thank you,

A handwritten signature in black ink, appearing to read "Jevonne", is written over a horizontal line.

Jevonne Pollard
Constable PCT 1



Entergy Texas
60 N. 11th Street
Beaumont, TX 77702
409-785-2326
pwillia@entergy.com

73

Pamela S. Williams
Customer Service Manager

January 15, 2019

Mr. Greg Keller
Jefferson County

Dear Mr. Keller:

Subject: **Jefferson County Entertainment Complex, 5125 IH 10 S, Beaumont, 77705**
Account #: 138097308

We have some good news for you. Based on prior usage, you could see an annual savings of **\$1,057** on your electric bill from Entergy Texas, Inc. We review our records each year to ensure we offer service to customers at the most economical rate available and are pleased to offer a more cost-effective option to you.

To take advantage of this new rate schedule, please complete the enclosed customer rate change request and return the original signed document to the Entergy Business Center at the address shown. To complete the change, your company may also be required to establish a new electric service agreement with us. If so, we will let you know when the agreement is ready for you to sign.

Your rate will change from **TX_GSM1** to **TX-SGSM** once we receive your signed request form and signed agreement (if an agreement is required). The new rate would apply prospectively and your actual savings would depend on how closely your usage levels for the coming year match last year's, as well as other factors such as fuel costs.

If you have questions or would like to receive a detailed comparison, please contact the Entergy Business Center at 1-800-766-1648 during regular business hours.

Sincerely,

A handwritten signature in cursive script that reads "Pam Williams".

Attachment



Entergy Corporation

**ENTERGY TEXAS, INC.
CUSTOMER RATE CHANGE REQUEST**

JEFFERSON COUNTY ENTERTAINMENT COMP

RE: Service Address - 5125 INTERSTATE 10 S , BEAUMONT, TX 77705

Account Number - 138097308

Please change the rate schedule applicable to my company's electric service to Entergy Texas, Inc. rate schedule TX_SGSM. I understand that this new rate schedule will be applicable to my company's account. Consistent with Entergy Texas terms and conditions and the provisions of the new rate, I must take service under the new rate for a minimum term of year(s).

Upon acceptance by Entergy Texas, this Customer Rate Change Request shall serve to modify my company's current agreement for electric/gas service, only with regard to the rate schedule under which service is provided and the contract period applicable to my electric/gas service as specified in the rate schedule, Entergy Texas terms and conditions, and the agreement for electric/gas service with my company; all other terms and conditions of such agreement will remain unchanged and in full force and effect. I also understand, however, that Entergy Texas, in its sole discretion, may require that my company execute a new electric/gas service agreement in order to implement such change in rate schedules.

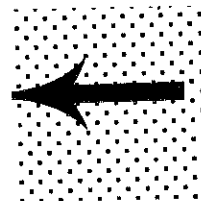
I certify that I am authorized by my Company to instruct you to make this change in rate schedules.

Signature and Date

Print Name and Title

Contact Phone Number

Please Return to: Entergy Business Center
P.O. Box 551
Mail Unit: A-9LA-2E
Little Rock, AR 72203



**SIGN
& DATE**

SECTION III RATE SCHEDULE

Page 5.1

ENTERGY TEXAS, INC.
Electric Service

SCHEDULE SGS

Sheet No.: 7
Effective Date: Service on and after 10-17-18
(on an interim basis)
Revision: 22
Supersedes: SGS Effective 4-1-14
Schedule Consists of: One Sheet

SMALL GENERAL SERVICE**I. APPLICABILITY**

This rate is applicable under the regular terms and conditions of the Company to the total lighting and power service of any Customer normally using 20 kW or less of demand. Where a Customer has more than one meter, each meter shall be billed separately.

II. NET MONTHLY BILL

A. Customer Charge \$14.19 per month

B. Energy Charge*

All kWh used: \$0.06150 per kWh

*Plus the Fixed Fuel Factor per Schedule FF and all applicable riders.

C. Minimum Charge

Minimum monthly charge will be the Customer Charge.

III. ESTIMATION OF MAXIMUM DEMAND

Expected demand will be the sum of the kVA ratings of all equipment expected to operate simultaneously, including lighting and air conditioning. Where ratings are in hp and not kVA, the conversion factor will be considered 4/3 hp per kVA. Duplicate equipment, connected to double throw switch with regular equipment, preventing simultaneous operation, will not be considered unless larger than the regular equipment, in which case the larger equipment will be considered in lieu of the normal equipment.

IV. PHASE AND VOLTAGE OF SERVICE

Service under this rate schedule will be rendered at the Company's standard secondary phase and voltage available at the point of service. Where additional facilities are required, additional charges may be necessary.

V. METERING

Customer's wiring must terminate at a common metering point in order that service will be measured by a single metering installation as required in § I.

(Continued on reverse side)

SECTION III RATE SCHEDULES

Page 7.1

ENTERGY TEXAS, INC.
Electric Service

SCHEDULE GS

Sheet No.: 9
Effective Date: Service on and after 10-17-18
(on an interim basis)
Revision: 19
Supersedes: GS Effective 4-1-14
Schedule Consists of: Two Sheets

GENERAL SERVICE**I. APPLICABILITY**

This rate is applicable under the regular terms and conditions of the Company to Customers who contract for not less than 5 kW or not more than 2,500 kW of electric service to be used for general lighting and power.

II. NET MONTHLY BILL

- | | | |
|----|---|--------------------|
| A. | Customer Charge | \$39.20 per month |
| B. | Billing Load Charge
All kW per month | \$ 7.40 per kW |
| C. | Energy Charge*
All kWh used | \$ 0.02210 per kWh |

*Plus the Fixed Fuel Factor per Schedule FF and all applicable riders.

D. Delivery Voltage Adjustment

The Delivery Voltage below represents the voltage of the line from which service is delivered and metered or the voltage used in determining the facilities charge under Schedule AFC, whichever is less. When service is metered at a voltage other than the Delivery Voltage, metered quantities will be adjusted by 1.5% for each transformation step to the Delivery Voltage.

<u>Delivery Voltage</u>	<u>Adjustment</u>
Secondary	No adjustment
Primary (2.4KV-34.5KV)	(\$0.96) per kW of Billing Load
69KV/138KV	(\$1.83) per kW of Billing Load

E. Minimum Charge

The monthly minimum charge will be the sum of the Customer Charge, the Billing Load Charge and the Delivery Voltage Adjustment. Where the installation of excessive new facilities is required or where there are special conditions affecting the service, Company may require, in the Contract, a higher minimum charge and/or Facilities Agreement pursuant to Schedule AFC, to compensate for the additional costs.

(Continued on reverse side)

PGM: GMCOMMV2	DATE	PAGE: 1
	01-21-2019	77
NAME	AMOUNT	CHECK NO. TOTAL
JURY FUND		
TRI-CITY COFFEE SERVICE	172.70	455045
DAWN DONUTS	45.50	455184
		218.20**
ROAD & BRIDGE PCT.#1		
ENTERGY	731.22	454988
KINSEL FORD, INC.	35.18	454997
M&D SUPPLY	104.92	454998
MID-COUNTY ALTERNATOR	260.00	455002
MUNRO'S	30.35	455005
SHERWIN-WILLIAMS	29.19	455022
SMART'S TRUCK & TRAILER, INC.	83.65	455023
SOUTHEAST TEXAS WATER	14.00	455025
TEXAS STATE DIRECTORY	79.00	455044
EDDIE ARNOLD	1,071.24	455117
ADVANCE AUTO PARTS	21.02	455161
GULF COAST	1,196.05	455193
		3,655.82**
ROAD & BRIDGE PCT.#2		
CERTIFIED LABORATORIES	465.30	454972
CASH ADVANCE ACCOUNT	761.12	454995
MUNRO'S	166.00	455005
SHERWIN-WILLIAMS	52.32	455022
S.E. TEXAS BUILDING SERVICE	346.66	455024
AT&T	107.34	455028
T.R.E.S.	475.00	455110
INTERSTATE ALL BATTERY CENTER - BMT	201.90	455137
MEMBER'S BUILDING MAINTENANCE LLC	108.73	455165
GULF COAST	1,103.90	455193
		3,788.27**
ROAD & BRIDGE PCT. # 3		
ABLE FASTENER, INC.	445.68	454957
BEAUMONT TRACTOR COMPANY	98.10	454969
CITY OF PORT ARTHUR - WATER DEPT.	38.55	454974
FARM & HOME SUPPLY	9.19	454980
GULF COAST AUTOMOTIVE, INC.	110.06	454987
MUNRO'S	100.20	455005
PHILPOTT MOTORS, INC.	107.20	455010
TIME WARNER COMMUNICATIONS	92.29	455037
HOWARD'S AUTO SUPPLY	58.49	455053
WESTEND HARDWARD CO	15.47	455108
LOWE'S HOME CENTERS, INC.	146.16	455109
CENTERPOINT ENERGY RESOURCES CORP	36.26	455118
INTERSTATE ALL BATTERY CENTER - BMT	401.78	455137
ADVANCE AUTO PARTS	11.88	455161
SMITTY'S HAMSHIRE GULF	21.00	455190
O'REILLY AUTO PARTS	9.58	455206
		1,701.89**
ROAD & BRIDGE PCT.#4		
SPIDLE & SPIDLE	794.73	454962
BEAUMONT TROPHIES	41.60	454970
CASH ADVANCE ACCOUNT	770.86	454995
M&D SUPPLY	89.59	454998
MUNRO'S	70.31	455005
SANITARY SUPPLY, INC.	245.20	455017
AT&T	78.92	455028
UNITED STATES POSTAL SERVICE	1.42	455097
US POSTAL SERVICE	88.00	455105
ASCO	86.54	455163
SOUTHEAST TEXAS PARTS AND EQUIPMENT	102.49	455170
O'REILLY AUTO PARTS	395.50	455206
		2,765.16**
ENGINEERING FUND		
CDW COMPUTER CENTERS, INC.	1,004.13	455054
VERIZON WIRELESS	242.38	455093
BEST BUY BUSINESS ADVANTAGE ACCOUNT	1,049.50	455168
		2,296.01**
PARKS & RECREATION		

PGM: GMCOMMV2	DATE 01-21-2019	PAGE: 2
NAME	AMOUNT	CHECK NO. TOTAL
ENTERGY	1,151.97	454988
LOWE'S HOME CENTERS, INC.	306.30	455109
GENERAL FUND		1,458.27**
TAX OFFICE		
ELECTRONIC OFFICE MACHINES	125.00	454979
OFFICE DEPOT	617.54	455008
ACE IMAGEWEAR	21.55	455021
UNITED STATES POSTAL SERVICE	1,532.66	455097
CUMMINS-ALLISON CORP	51.06	455157
COUNTY HUMAN RESOURCES		2,347.81*
SALGBA MEMBERSHIP	300.00	454958
MOORMAN & ASSOCIATES, INC.	150.00	455004
PINNACLE EMPLOYEE TESTING	480.00	455011
PRE CHECK, INC.	263.25	455061
UNITED STATES POSTAL SERVICE	1.22	455097
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	250.00	455187
AUDITOR'S OFFICE		1,444.47*
UNITED STATES POSTAL SERVICE	785.94	455097
COUNTY CLERK		785.94*
TAC - TEXAS ASSN. OF COUNTIES	360.00	455031
UNITED STATES POSTAL SERVICE	285.62	455097
RICOH USA INC	367.40	455158
COUNTY JUDGE		1,013.02*
PHILLIP DOWDEN	500.00	454965
KEVIN PAULA SEKALY PC	500.00	455019
UNITED STATES POSTAL SERVICE	2.71	455097
SNIDER LAW FIRM PLLC	500.00	455169
JAN GIROUARD & ASSOCIATES LLC	200.00	455186
DAVID VANN DECORDOVA JR	500.00	455209
RISK MANAGEMENT		2,202.71*
UNITED STATES POSTAL SERVICE	1.50	455097
COUNTY TREASURER		1.50*
TAC - TEXAS ASSN. OF COUNTIES	180.00	455032
UNITED STATES POSTAL SERVICE	101.58	455097
PURCHASING DEPARTMENT		281.58*
UNITED STATES POSTAL SERVICE	1.00	455097
GENERAL SERVICES		1.00*
B&L MAIL PRESORT SERVICE	1,792.11	454967
CASH ADVANCE ACCOUNT	85.00	454995
NUTRITION & SERVICES FOR SENIORS	65,000.00	455007
TIME WARNER COMMUNICATIONS	246.22	455039
ADVANCED STAFFING	58.50	455051
VOTERS REGISTRATION DEPT		67,181.83*
UNITED STATES POSTAL SERVICE	195.83	455097
100 PLUS BLACK WOMEN COALITION OF	100.00	455162
DISTRICT ATTORNEY		295.83*
JEFFERSON CTY. PEACE OFFICERS ASSOC	210.00	454960
KEITH HAWKES	595.59	454990
CASH ADVANCE ACCOUNT	75.00	454995
NELL MCCALLUM & ASSOC., INC.	218.02	454999

PGM: GMCOMMV2	DATE 01-21-2019	PAGE: 3
NAME	AMOUNT	CHECK NO. TOTAL
TEXAS DISTRICT & COUNTY ATTY ASSN.	2,541.67	455042
UNITED STATES POSTAL SERVICE	124.09	455097
THE PRODUCTIVITY CENTER	330.00	455104
PACER SERVICE CENTER	22.90	455107
THOMSON REUTERS-WEST	2,471.43	455164
KATHLEEN KENNEDY	245.86	455174
CIOX HEALTH	99.17	455195
LAUREN KEMP	47.76	455200
		6,981.49*
DISTRICT CLERK		
OFFICE DEPOT	114.45	455008
UNITED STATES POSTAL SERVICE	419.16	455097
AERIALINK INC	147.11	455191
ENGINEERING INNOVATION	133.93	455192
		814.65*
CRIMINAL DISTRICT COURT		
DAVID GROVE	8,750.00	454963
DAVID W BARLOW	4,375.00	454968
DONALD W. DUESLER & ASSOC.	8,750.00	454978
MARSHA NORMAND	8,750.00	455006
KEVIN PAULA SEKALY PC	8,750.00	455019
KEVIN S. LAINE	2,437.50	455052
UNITED STATES POSTAL SERVICE	10.40	455097
		41,822.90*
58TH DISTRICT COURT		
UNITED STATES POSTAL SERVICE	29.02	455097
		29.02*
60TH DISTRICT COURT		
UNITED STATES POSTAL SERVICE	6.88	455097
		6.88*
136TH DISTRICT COURT		
LEXIS-NEXIS	69.00	455099
		69.00*
252ND DISTRICT COURT		
DAVID W BARLOW	5,125.00	454968
THOMAS J. BURBANK PC	1,329.05	454971
EDWARD B. GRIPON, M.D., P.A.	595.00	454986
MIKE VAN ZANDT	8,750.00	455047
KEVIN S. LAINE	2,437.50	455052
JOHN D WEST	700.00	455060
UNITED STATES POSTAL SERVICE	14.97	455097
ALLEN PARKER	8,750.00	455139
SAMUEL & SON LAW FIRM PLLC	11,750.00	455176
MARVIN LEWIS JR	4,300.00	455210
		43,751.52*
279TH DISTRICT COURT		
DAVID GROVE	200.00	454963
ANITA F. PROVO	400.00	455013
CHARLES ROJAS	475.00	455057
UNITED STATES POSTAL SERVICE	7.05	455097
LANGSTON ADAMS	1,050.00	455112
JOEL WEBB VAZQUEZ	825.00	455115
TONYA CONNELL TOUPS	100.00	455129
P DEAN BRINKLEY	200.00	455143
JONATHAN L. STOVALL	200.00	455146
ALICIA K HALL	300.00	455150
BRITTANIE HOLMES	200.00	455156
MELANIE AIREY	100.00	455180
GORDON D FRIESZ	100.00	455181
WRIGHT PITRE & FREIMUTH PLLC	200.00	455204
		4,357.05*
317TH DISTRICT COURT		
DAVID GROVE	650.00	454963
PHILLIP DOWDEN	1,500.00	454965
ANITA F. PROVO	700.00	455013

PGM: GMCOMMV2	DATE 01-21-2019		PAGE: 4
NAME	AMOUNT	CHECK NO.	TOTAL 80
UNITED STATES POSTAL SERVICE	.47	455097	
RONALD PLESSALA	1,050.00	455133	
ALLEN PARKER	150.00	455139	
BRITTANIE HOLMES	300.00	455156	
BRYAN E MCEACHERN PC	500.00	455166	
TARA SHELANDER	650.00	455173	
MELANIE AIREY	150.00	455180	
			5,650.47*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	38.04	455097	
			38.04*
JUSTICE COURT-PCT 1 PL 2			
CASH ADVANCE ACCOUNT	804.41	454995	
			804.41*
JUSTICE COURT-PCT 2			
OFFICE DEPOT	262.95	455008	
			262.95*
JUSTICE COURT-PCT 4			
AT&T	78.92	455028	
			78.92*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	48.43	455097	
			48.43*
JUSTICE COURT-PCT 7			
PORT ARTHUR NEWS, INC.	139.75	455012	
TAC - TEXAS ASSN. OF COUNTIES	130.00	455036	
			269.75*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	1.22	455097	
SIERRA SPRING WATER CO. - BT	55.54	455103	
			56.76*
COUNTY COURT AT LAW NO. 2			
UNITED STATES POSTAL SERVICE	4.90	455097	
			4.90*
COUNTY COURT AT LAW NO. 3			
TODD W LEBLANC	1,400.00	454961	
JOHN D WEST	250.00	455060	
UNITED STATES POSTAL SERVICE	7.34	455097	
TURK LAW FIRM	250.00	455160	
SAMUEL & SON LAW FIRM PLLC	600.00	455176	
WRIGHT PITRE & FREIMUTH PLLC	250.00	455204	
			2,757.34*
COURT MASTER			
UNITED STATES POSTAL SERVICE	.41	455097	
			.41*
MEDIATION CENTER			
SOUTHEAST TEXAS WATER	75.60	455025	
UNITED STATES POSTAL SERVICE	7.33	455097	
TAMMY BOOKER	4.91	455159	
AMANDA TRIM	10.90	455189	
			98.74*
SHERIFF'S DEPARTMENT			
CHUCK'S WRECKER SERVICE	370.00	454973	
GT DISTRIBUTORS, INC.	255.65	454983	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	460.00	454993	
PUBLIC AGENCY TRAINING COUNCIL	350.00	455014	
AT&T	129.84	455028	
UNITED STATES POSTAL SERVICE	336.50	455097	
4IMPRINT, INC.	1,059.08	455106	
TRANSUNION RISK AND ALTERNATIVE	475.00	455178	
			3,436.07*
CRIME LABORATORY			

PGM: GMCOMMV2	DATE 01-21-2019	PAGE: 5
NAME	AMOUNT	CHECK NO.
		TOTAL
AGILENT TECHNOLOGIES	461.38	454964
FED EX	96.13	454982
IAC	100.00	454991
COLE PALMER INSTRUMENT CO.	30.19	455009
HENRY SCHEIN, INC.	797.68	455018
SOUTHEAST TEXAS WATER	79.90	455025
ULINE SHIPPING SUPPLY SPECIALI	53.29	455046
VERIZON WIRELESS	75.98	455094
MEMLING ALTAMIRANO	172.53	455132
RDB SERVICES	500.00	455148
ASSOC OF FIREARMS&TOOLMARK EXAMINER	200.00	455149
EPPENDORF NORTH AMERICA INC	576.70	455153
AFC URGENT CARE	75.00	455196
STERICYCLE, INC	35.00	455203
JAIL - NO. 2		3,253.78*
AT&T	1,399.93	455028
TEXAS GAS SERVICE	970.26	455114
WORLD FUEL SERVICES	421.54	455138
THE MONOGRAM SHOP	9.00	455197
JUVENILE PROBATION DEPT.		2,800.73*
UNITED STATES POSTAL SERVICE	18.32	455097
SHANNA CITIZEN	118.26	455111
JUVENILE DETENTION HOME		136.58*
CASH ADVANCE ACCOUNT	489.95	454995
VANSCHUCA SANDERS-CHEVIS	400.00	455123
KAREN ROBERTS	500.00	455136
STERICYCLE, INC	35.00	455203
CONSTABLE PCT 1		1,424.95*
SOUTHERN COMPUTER WAREHOUSE	142.90	454966
TAC - TEXAS ASSN. OF COUNTIES	70.00	455033
TAC - TEXAS ASSN. OF COUNTIES	175.00	455034
UNITED STATES POSTAL SERVICE	33.05	455097
HIGGINBOTHAM INSURANCE AGENCY INC	142.00	455179
TND WORKWEAR CO LLC	108.00	455194
CONSTABLE-PCT 2		670.95*
JEFFERSON CTY. PEACE OFFICERS ASSOC	105.00	454959
TEXAS STATE UNIVERSITY SAN MARS	150.00	455026
TAC - TEXAS ASSN. OF COUNTIES	165.00	455035
CONSTABLE-PCT 4		420.00*
AT&T	39.46	455028
DISH NETWORK	59.50	455124
CONSTABLE-PCT 6		98.96*
UNITED STATES POSTAL SERVICE	9.25	455097
AGRICULTURE EXTENSION SVC		9.25*
FAST SIGNS, INC.	16.00	454981
OFFICE DEPOT	302.35	455008
TEXAS A&M AGRILIFE EXTENSION SERVIC	35.00	455183
HEALTH AND WELFARE NO. 1		353.35*
CLAYBAR FUNERAL HOME, INC.	583.34	454975
JOURNAL WATCH, INC.	89.50	454996
THE MEDICAL LETTER	79.50	455001
UNITED STATES POSTAL SERVICE	46.19	455097
MORBIDITY & MORTALITY WEEKLY REPORT	109.50	455128
PROCTOR'S MORTUARY INC	4,500.00	455140
HEALTH AND WELFARE NO. 2		5,408.03*

PGM: GMCOMMV2	DATE 01-21-2019	PAGE: 6
NAME	AMOUNT	CHECK NO. TOTAL
CLAYBAR FUNERAL HOME, INC.	999.00	454976
GABRIEL FUNERAL HOME, INC.	3,000.00	454984
JOURNAL WATCH, INC.	89.50	454996
THE MEDICAL LETTER	79.50	455001
MCKESSON MEDICAL-SURGICAL INC	431.69	455056
TERRI WATSON	49.44	455122
MORBIDITY & MORTALITY WEEKLY REPORT	109.50	455128
SAM'S CLUB DIRECT	36.48	455155
TOCCARA JOHNSON	44.79	455201
NURSE PRACTITIONER		4,839.90*
SIERRA SPRING WATER CO. - BT	6.00	455102
EMERGENCY MANAGEMENT		6.00*
VERIZON WIRELESS	150.00	455095
MAINTENANCE-BEAUMONT		150.00*
MARK'S PLUMBING PARTS	360.73	454956
W.W. GRAINGER, INC.	1,155.53	454985
MCCOWN PAINT & SUPPLY OF TEXAS	312.16	455000
SANITARY SUPPLY, INC.	1,138.88	455017
ACE IMAGEWEAR	176.82	455021
S.E. TEXAS BUILDING SERVICE	25,381.80	455024
WORTH HYDROCHEM	265.00	455048
TEXAS FIRE & COMMUNICATIONS	105.00	455059
UNITED STATES POSTAL SERVICE	1.21	455097
FIRETROL PROTECTION SYSTEMS, INC.	11,165.00	455135
MAINTENANCE-PORT ARTHUR		40,062.13*
ENTERGY	1,692.22	454988
TIME WARNER COMMUNICATIONS	83.11	455038
TIME WARNER COMMUNICATIONS	415.68	455041
TEXAS DEPT OF LICENSING &	80.00	455043
PETE & HAROLD'S AUTO CLINIC, INC.	21.00	455098
MAINTENANCE-MID COUNTY		2,292.01*
B.C. MILLER ELECTRIC, INC.	124.34	455003
RITTER @ HOME	118.50	455015
SETZER HARDWARE, INC.	26.53	455020
ACE IMAGEWEAR	66.16	455021
S.E. TEXAS BUILDING SERVICE	4,008.33	455024
SUTHERLAND LUMBER CO.	15.30	455030
BUBBA'S AIR CONDITIONING	75.00	455049
MEMBER'S BUILDING MAINTENANCE LLC	1,400.38	455165
A.C.E. WASTEWATER DISPOSAL SYSTEMS	250.00	455208
SERVICE CENTER		6,084.54*
SPIDLE & SPIDLE	6,889.08	454962
J.K. CHEVROLET CO.	146.68	454992
M&D SUPPLY	67.56	454998
MUNRO'S	45.90	455005
PHILPOTT MOTORS, INC.	530.18	455010
AT&T	64.92	455028
S.E. TEXAS AUTO EQUIPMENT	49.00	455050
JEFFERSON CTY. TAX OFFICE	7.50	455062
JEFFERSON CTY. TAX OFFICE	7.50	455063
JEFFERSON CTY. TAX OFFICE	7.50	455064
JEFFERSON CTY. TAX OFFICE	7.50	455065
JEFFERSON CTY. TAX OFFICE	7.50	455066
JEFFERSON CTY. TAX OFFICE	7.50	455067
JEFFERSON CTY. TAX OFFICE	7.50	455068
JEFFERSON CTY. TAX OFFICE	7.50	455069
JEFFERSON CTY. TAX OFFICE	7.50	455070
JEFFERSON CTY. TAX OFFICE	7.50	455071
JEFFERSON CTY. TAX OFFICE	7.50	455072
JEFFERSON CTY. TAX OFFICE	7.50	455073
JEFFERSON CTY. TAX OFFICE	7.50	455074

PGM: GMCOMMV2	DATE 01-21-2019	PAGE: 7 83 TOTAL
NAME	AMOUNT	CHECK NO.
JEFFERSON CTY. TAX OFFICE	7.50	455075
JEFFERSON CTY. TAX OFFICE	7.50	455076
JEFFERSON CTY. TAX OFFICE	7.50	455077
JEFFERSON CTY. TAX OFFICE	7.50	455078
JEFFERSON CTY. TAX OFFICE	7.50	455079
JEFFERSON CTY. TAX OFFICE	7.50	455080
JEFFERSON CTY. TAX OFFICE	7.50	455081
JEFFERSON CTY. TAX OFFICE	7.50	455082
JEFFERSON CTY. TAX OFFICE	7.50	455083
JEFFERSON CTY. TAX OFFICE	7.50	455084
JEFFERSON CTY. TAX OFFICE	7.50	455085
JEFFERSON CTY. TAX OFFICE	7.50	455086
JEFFERSON CTY. TAX OFFICE	7.50	455087
JEFFERSON CTY. TAX OFFICE	7.50	455088
JEFFERSON CTY. TAX OFFICE	7.50	455089
JEFFERSON CTY. TAX OFFICE	7.50	455090
JEFFERSON CTY. TAX OFFICE	7.50	455091
JEFFERSON CTY. TAX OFFICE	7.50	455092
BUMPER TO BUMPER	118.17	455116
C & I OIL COMPANY INC	1,588.60	455134
MIGHTY OF SOUTHEAST TEXAS	52.72	455147
ADVANCE AUTO PARTS	34.47	455161
SILSBEE FORD INC	194.85	455167
SOUTHEAST TEXAS PARTS AND EQUIPMENT	366.54	455170
		10,381.17*
VETERANS SERVICE		
UNITED STATES POSTAL SERVICE	7.82	455097
HILARY GUEST	106.60	455113
		114.42*
		265,402.14**
MOSQUITO CONTROL FUND		
MUNRO'S	38.73	455005
OFFICE DEPOT	264.94	455008
RITTER @ HOME	144.98	455015
TDATA, INC	507.95	455120
PARKER LUMBER	66.77	455142
LJA ENGINEERING INC	1,908.33	455151
AG AIR UPDATE	39.00	455188
O'REILLY AUTO PARTS	332.91	455206
		3,303.61**
FEMA EMERGENCY		
VERIZON WIRELESS	145.81	455093
IMPACT PLUMBING COMPANY	7,820.00	455121
		7,674.19**
BREATH ALCOHOL TESTING		
IACCT	100.00	454991
		100.00**
J.C. FAMILY TREATMENT		
SAM HOUSTON STATE UNIVERSITY	600.00	455016
		600.00**
LAW LIBRARY FUND		
STATE BAR OF TEXAS	105.00	455029
LEXIS-NEXIS	802.00	455100
THOMSON REUTERS-WEST	2,306.60	455164
		3,213.60**
EMPG GRANT		
VERIZON WIRELESS	108.50	455095
		108.50**
JUVENILE PROB & DET. FUND		
VERIZON WIRELESS	26.17	455093
GRAYSON COUNTY DEPT OF JUVENILE	2,268.00	455177
		2,294.17**
GRANT A STATE AID		
BI INCORPORATED	1,197.26	455058

PGM: GMCOMMV2	DATE 01-21-2019	PAGE: 8
NAME	AMOUNT	CHECK NO. TOTAL
HAYS COUNTY JUVENILE CENTER	140.40	455126
VICTORIA COUNTY JUVENILE SERVICES	6,128.39	455131
CORNELL CORRECTIONS OF TEXAS	6,128.39	455172
GRAYSON COUNTY DEPT OF JUVENILE	8,032.72	455177
COMMUNITY SUPERVISION FND		21,627.16**
DELL MARKETING L.P.	18,977.40	454977
TIME WARNER COMMUNICATIONS	166.19	455040
UNITED STATES POSTAL SERVICE	148.38	455097
JCCSC	6.00	455145
STERICYCLE, INC	140.00	455203
JEFF. CO. WOMEN'S CENTER		19,437.97**
A&A ELECTRIC CO OF BEAUMONT INC	519.76	454955
M&D SUPPLY	13.73	454998
LAW OFFICER TRAINING GRT		533.49**
TND WORKWEAR CO LLC	537.00	455194
DRUG INTERVENTION COURT		537.00**
SOUTHEAST TEXAS COUNCIL ON ALCOHOL	2,340.00	454994
LAND MANOR, INC.	1,628.00	455055
CHEEK H2O & SEWER		3,968.00**
MK CONSTRUCTORS	6,778.70	455154
CONST. PCT. 8 EDUCATION		6,778.70**
TEXAS STATE UNIVERSITY SAN MARS	300.00	455027
HOTEL OCCUPANCY TAX FUND		300.00**
MUNRO'S	40.71	455005
UNITED STATES POSTAL SERVICE	1.89	455097
DISH NETWORK	118.51	455125
CFORCE BOTTLING COMPANY, LLC	6,125.00	455207
CAPITAL PROJECTS FUND		6,286.11**
FIRST FINANCIAL BANK NA	369,835.22	455185
NUECES POWER EQUIPMENT	34,500.00	455202
AIRPORT FUND		404,335.22**
ENTERGY	1,119.67	454989
J.K. CHEVROLET CO.	72.92	454992
CASH ADVANCE ACCOUNT	209.90	454995
AT&T	620.22	455028
UNITED STATES POSTAL SERVICE	2.82	455097
AERO PERFORMANCE	1,503.84	455171
EASTERN AVIATION FUELS INC	16,047.44	455175
THE GOODYEAR TIRE & RUBBER COMPANY	569.26	455205
AIRPORT IMPROVE. GRANTS		20,146.07**
GARVER LLC	7,300.00	455141
TOLUNAY-WONG ENGINEERS INC	490.00	455144
SE TX EMP. BENEFIT POOL		7,790.00**
EXPRESS SCRIPTS INC	84,676.77	455198
UNITEDHEALTHCARE INSURANCE COMPANY	1,146.96	455199
SETEC FUND		85,823.73**
INDUSTRIAL & COMMERCIAL MECHANICAL	1,652.00	455152
LIABILITY CLAIMS ACCOUNT		1,652.00**

PGM: GMCOMMV2	DATE 01-21-2019	PAGE: 9
NAME	AMOUNT	CHECK NO. TOTAL
CALVERT EAVES CLARKE & STELLY LLP	1,797.08	455182 1,797.08**
WORKER'S COMPENSATION FD		
TRISTAR RISK MANAGEMENT	7,279.07	455119 7,279.07**
SHERIFF'S FORFEITURE FUND		
BEAUMONT TROPHIES	61.60	454970 61.60**
APPELLATE JUDICIAL SYSTEM		
9TH COURT OF APPEALS	1,560.00	455130 1,560.00**
MARINE DIVISION		
ENTERGY	507.37	454988
OFFICE DEPOT	166.25	455008
RITTER @ HOME	381.87	455015
AT&T	84.44	455028
VERIZON WIRELESS	531.86	455093
SIERRA SPRING WATER CO. - BT	147.98	455101
THE DINGO GROUP-PETE JORGENSEN MARI	2,703.54	455127
C & I OIL COMPANY INC	9,361.32	455134
THE GOODYEAR TIRE & RUBBER COMPANY	137.72	455205 14,022.35**
ASAP - CONSTABLE		
THE PRODUCTIVITY CENTER	330.00	455104 330.00**
		902,845.38***



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 22nd day of January, 2019 on motion made by Michael Sinegal, Commissioner of Precinct No. 3, and seconded by Eddie Arnold, Commissioner of Precinct No. 1, the following Resolution was adopted:

RESOLUTION SUPPORTING AN INCREASE IN AMTRAK’S SUNSET LIMITED SERVICE FROM TRI-WEEKLY TO DAILY

WHEREAS, the Sunset Limited is part of Amtrak’s basic national train network connecting Louisiana, Texas, New Mexico, Arizona and California; and

WHEREAS, the Sunset Limited passenger train serves 22 cities in 5 states including 7 communities in Texas; and

WHEREAS, National Railroad Passenger Corporation, DBA Amtrak, currently operates the Sunset Limited passenger train only three times a week which significantly limits convenient connections to six other communities in Texas and four other states; and

WHEREAS, the aforementioned five states have seen a population growth in the counties served by the Sunset of 22% between the years 2000 to 2016; and

WHEREAS, in Texas during the same time period the growth has been 34%; and

WHEREAS, the Jefferson County Commissioners Court considers having daily Amtrak service to be a vital for providing safe, affordable, reliable transportation to our citizens and the students of Lamar University; and

WHEREAS, citizens of East Texas deserve essential, safe, affordable, reliable alternatives to the automobile and limited air service in order to assure Texas’s continued growth and prosperity; and

WHEREAS, increasing the Sunset Limited’s frequency to daily would greatly increase its value to the travelling public, providing connections to both 21 other communities in the five connecting states and to existing daily trains at transportation hubs in New Orleans, San Antonio and Los Angeles as well as to the proposed Texas Central Railway line to Dallas; and

WHEREAS, daily stops by the Sunset Limited in Beaumont will enhance connectivity with the existing daily trains in San Antonio and New Orleans; and

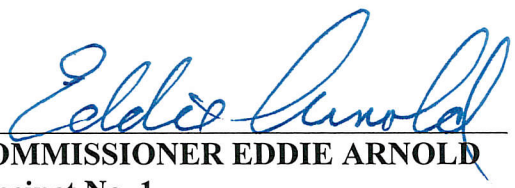
WHEREAS, Amtrak has entered into an agreement with Texas Central Rail to handle reservations and ticketing for the Texas Central Rail which will enable a new connection between Beaumont to Dallas via Houston; and

NOW, THEREFORE, BE IT RESOLVED that the Commissioners Court of Jefferson County, Texas does hereby respectfully request Amtrak to increase the frequency of service of the Sunset Limited to daily as soon as practicable and to pursue any funding needed for this service from local, state and federal sources.

SIGNED this 22nd day of January, 2019.



JUDGE JEFF R. BRANICK
County Judge



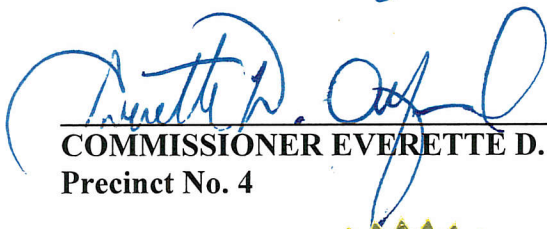
COMMISSIONER EDDIE ARNOLD
Precinct No. 1



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 22nd day of January, 2019 on motion made by Michael Sinegal, Commissioner of Precinct No. 3, and seconded by Eddie Arnold, Commissioner of Precinct No. 1, 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; and

WHEREAS, substantial funding is mandated from county taxpayers and diverted every year from local services for the benefits for citizens of Jefferson County to support these mandatory financial obligations imposed by the State of Texas including in the most recent year:

- \$1,495,984 to support appointment in criminal cases;
- \$247,509 to support appointment of attorneys in Child Protective Services (CPS) cases;
- \$3,436,187 to support and maintain state prisoners in county jails pending transfer to the Texas Department of Criminal Justice, according to regulations imposed by the Texas Jail Standards Commission;
- \$34,848 to fund the State Judicial System;
- \$662,561 to fund operations of the Central/County Appraisal District which operates at the direction of the State of Texas to appraise all real property and certain personal property for purposes of assessing property taxes;
- \$1,337,490 to support the services of Texas Community Supervision and Corrections Department (Adult Probation) and the Juvenile Probation Department;
- \$6,000 to provide support staff, office facilities, utilities and equipment for locally stationed Texas Department of Safety (DPS) troopers;
- \$6,000 to provide office space, support and utilities for Administrative Law judges and staff to

These and other state mandatory services require \$7,226,579 from Jefferson County property taxpayers and amount to 9% of the county tax rate.


NOW, THEREFORE, BE IT RESOLVED that 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 costs of a mandatory governmental programs 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 22nd day of January, 2019.



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 22nd day of January, 2019, on motion made by Michael Sinegal, Commissioner of Precinct No. 3, and seconded by Eddie Arnold, Commissioner of Precinct No. 1, the following Proclamation was adopted:

School Choice Week

WHEREAS, all children in Jefferson County should have access to the highest-quality education possible; and,

WHEREAS, Jefferson County recognizes the important role that an effective education plays in preparing all students in Jefferson County to be successful adults; and,

WHEREAS, quality education is critically important to the economic vitality of Jefferson County; and,

WHEREAS, Jefferson County is home to a multitude of high quality public and nonpublic schools from which parents can choose for their children, in addition to families who educate their children in the home; and

WHEREAS, educational variety not only helps to diversify our economy, but also enhances the vibrancy of our community; and,

WHEREAS, Jefferson County has many high-quality teaching professionals in all types of school settings who are committed to educating our children; and,

WHEREAS, School Choice Week is celebrated across the country by millions of students, parents, educators, schools and organizations to raise awareness of the need for effective educational options;

NOW, THEREFORE the Commissioners Court of Jefferson County, Texas does hereby recognize January 22-27, 2019 as School Choice Week, and I call this observance to the attention of all of our citizens.

SIGNED this 22nd day of January, 2019.


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

A RESOLUTION APPROVING SUBMISSION OF THE GRANT APPLICATION FOR THE JEFFERSON COUNTY DRUG INTERVENTION COURT

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 22nd day of January, 2019, ~~2018~~, on motion made by Michael Sinegal, Commissioner of Precinct No. 3, and seconded by Eddie Arnold, Commissioner of Precinct No. 1, the following Resolution was adopted:

WHEREAS, The Commissioners Court of Jefferson County, Texas finds it in the best interest of the citizens of Jefferson County that the Jefferson County Drug Intervention (JCDI) Program be established and continued as an Adult Specialty Drug Court pursuant to Texas Government Code, Chapter 121 or under former law; and

WHEREAS, the Commissioners Court of Jefferson County recognizes that this court has been established since April 1993 and will continue to be operational for the 2019-2020 fiscal year.

WHEREAS, the Commissioners Court of Jefferson County allows for the application of grant funding from the Office of the Governor Criminal Justice Division; and agrees that in the event of loss or misuse of the Criminal Justice Division Funds, the Commissioners Court of Jefferson County assures that the funds will be returned to the Criminal Justice Division in full; and

WHEREAS, the Commissioners Court of Jefferson County designates Judge Jeff Branick, County Judge, as the grantee's authorized official and the authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency; and

WHEREAS, this grant will not require matching funds and it is a grant that is sought annually.

NOW, THEREFORE, BE IT RESOLVED that the Commissioners Court of Jefferson County hereby approves submission of the grant application for the establishment and continuation of the Jefferson County Drug Intervention (JCDI) Program as an Adult Specialty Drug Court to enable it to provide services needed by the citizens of our county.

Grant Application Number: 1604518

SIGNED this 22nd day of January, 2019.



JUDGE JEFF R. BRANICK
County Judge





COMMISSIONER EDDIE ARNOLD
Precinct No. 1



COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3



COMMISSIONER BRENT A. WEAVER
Precinct No. 2



COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



Joleen E. Fregia
Chief Deputy
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Charlie Hallmark
County Treasurer
1149 Pearl Street – Basement
Beaumont, Texas 77701

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Fax (409) 839-2347
E-Mail
challmark@co.jefferson.tx.us

January 15, 2019

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

Gentlemen:

Enclosed is the Amended Investment Schedule as of November 30, 2018, including interest earnings.

The weighted average yield to maturity on the County's investments is 1.774%. The interest rate on funds invested in an investment account at Wells Fargo is currently .70%.

The 90 day Treasury discount rate on November 30, 2018 was 2.30% and the interest on your checking accounts for the month of November was .70%

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 January 22, 2019, to be received and filed.

Sincerely,

Charlie Hallmark
Enclosure

Agenda should read:

Receive and File Amended Investment Schedule for November, 2018, including the year to date total earnings on County funds.

JEFFERSON COUNTY MONTH END NOVEMBER 30, 2018 INVESTMENT SCHEDULE

SECURITY DESCRIPTION	SETTLEMENT DATE	PAR AMOUNT	AMOUNT PAID	PRICE PAID	YIELD	MATURITY DATE	CALL DATE	# Days to mat.	# Days Invested	CUSIP/C.D. NUMBER	BROKER DEALER	CURRENT VALUE	Current Price	ACCUMULATED PROX. PURCHASE COST/TON	Coupon paid TO DATE	BOOK VALUE (ACCUMULATED INT.)
POOLED CASH ACCOUNT																
INVESTMENT ACCT	01-Nov-18	\$7,780.13	\$7,780.13	100	0.700%	31-Oct-18	NONE	30	30	7580310386	WELLS FARGO	\$7,780.13				\$7,780.13
CDs and Securities																
FHMA 1.375%	21-Jun-16	\$2,000,000.00	\$2,000,000.00	100	1.375%	21-Jun-16	21-Dec-16	203	1085	3136G38D8	WELLS SECURITIES	\$1,986,360.00	\$99.32	\$12,222.22	\$55,000.00	\$1,086,522.22
FHMA 1.40%	21-Jun-16	\$2,000,000.00	\$2,000,000.00	100	1.400%	21-Jun-16	21-Dec-16	203	1085	3136G38M9	NATIONAL ALLIANCE	\$1,986,640.00	\$99.33	\$12,444.44	\$55,000.00	\$1,086,644.44
FHLMC 1.25%	30-Sep-18	\$2,000,000.00	\$2,000,000.00	100	1.250%	30-Sep-18	30-Mar-16	304	1085	3136G4HW7	NATIONAL ALLIANCE	\$1,974,880.00	\$98.74	\$4,166.67	\$50,000.00	\$1,077,056.67
FHLMC 1.30%	18-Oct-16	\$2,000,000.00	\$2,000,000.00	100	1.300%	18-Oct-16	18-Jun-17	322	1085	3136G4PF5	NATIONAL ALLIANCE	\$1,974,280.00	\$98.71	\$3,166.66	\$50,000.00	\$1,077,366.66
FHMA 1.80%	18-Oct-17	\$2,000,000.00	\$2,000,000.00	100	1.800%	18-Oct-20	18-Apr-17	666	1086	3136G4PF0	COASTAL SECURITIES	\$1,994,000.00	\$99.70	\$4,500.00	\$50,000.00	\$1,087,500.00
FHMA 1.85%	06-Nov-17	\$2,000,000.00	\$2,000,000.00	100	1.850%	06-Nov-20	05-Feb-18	706	1085	3136G4CF0	COASTAL SECURITIES	\$2,450,050.00	\$98.11	\$22,100.00	\$20,041.57	\$1,084,560.00
FHMA 2.20%	29-Jan-18	\$2,500,000.00	\$2,500,000.00	100	2.200%	29-Jan-21	28-Jun-19	791	1086	3136G4C26	NATIONAL ALLIANCE	\$2,450,050.00	\$98.36	\$18,486.11	\$27,500.00	\$2,477,556.11
FHMA 2.47%	12-Feb-18	\$2,000,000.00	\$2,000,000.00	100	2.470%	12-Feb-21	12-Feb-19	805	1086	3136G4C33	NATIONAL ALLIANCE	\$1,978,640.00	\$98.83	\$14,820.00	\$24,700.00	\$1,993,340.00
FHMA 2.42%	28-Feb-18	\$2,000,000.00	\$2,000,000.00	100	2.420%	28-Feb-21	28-Feb-18	819	1084	3136G4SD9	FTN CAPITAL MARKETS	\$1,978,160.00	\$98.86	\$12,637.78	\$23,931.11	\$1,991,167.78
FHMA 2.75%	30-Apr-18	\$2,000,000.00	\$2,000,000.00	100	2.750%	30-Apr-21	30-Oct-18	882	1086	3136G4SH7	HILLTOP SECURITIES	\$1,981,940.00	\$99.10	\$4,736.11	\$27,500.00	\$1,986,676.11
FHMA 1.30%	23-Apr-16	\$4,000,000.00	\$4,000,000.00	100	1.300%	23-Apr-18	23-Jun-17	266	1085	3136G4AF1	COASTAL SECURITIES	\$3,959,480.00	\$98.89	\$14,155.56	\$104,000.00	\$3,873,635.56
FHMA 1.55%	27-Dec-16	\$2,000,000.00	\$2,000,000.00	100	1.550%	27-Dec-19	27-Jun-17	392	1085	3136G4J40	NATIONAL ALLIANCE	\$1,974,280.00	\$98.71	\$13,281.11	\$46,500.00	\$1,987,541.11
FHLMC 1.70%	30-Jun-17	\$2,000,000.00	\$2,000,000.00	100	1.700%	29-Jun-20	28-Sep-17	577	1085	3136G4W78	NATIONAL ALLIANCE	\$1,965,980.00	\$98.30	\$14,355.56	\$33,905.56	\$1,980,236.56
FHLMC 1.85%	24-Jun-17	\$2,000,000.00	\$2,000,000.00	100	1.850%	24-Jul-20	24-Oct-17	602	1086	3136G4Z55	NATIONAL ALLIANCE	\$1,978,572.78	\$98.22	\$13,052.78	\$37,000.00	\$1,978,572.78
ICD-AMV Bank 1.35%*	12-Feb-18	\$248,000.00	\$248,000.00	100	1.350%	12-Feb-19	None	74	1086	05580AD78	WELLS SECURITIES	\$248,000.00	\$100.00	\$1,008.96	\$9,385.41	\$249,385.41
* (Investment CDs)																
INVESTMENT ACCT																
CDs and Securities		\$7,780.13	\$7,780.13									\$7,780.13				
TOTALS ALL ACCTS:		\$30,748,000.00	\$30,747,750.00	1.778%	2.816%			522				\$30,550,070.23				\$30,550,070.23
PLEDGE COLLATERAL REPORT WELLS FARGO																
ALL COUNTY FUNDS																
AS OF NOVEMBER 30, 2018																
MARKET VALUE OF PLEDGE SECURITIES		\$98,043,150.35														
BALANCE IN ALL ACCOUNTS:		\$38,178,546.75														
OVER OR (UNDER) AMOUNT:		\$59,864,603.60														
		230.62%														
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.																
<i>Charles Hildmark, Jefferson County Investment Officer</i>																
<i>Taw Fancher, Jefferson County Investment Officer</i>																
NOVEMBER, 2018, JEFFERSON COUNTY INVESTMENT MATURITIES																
MATURED SECURITIES AND INTEREST EARNED																
SECURITY DESCRIPTION	PURCHASE DATE	PAR AMOUNT	AMOUNT INVESTED	PRICE PAID	YIELD	MATURITY DATE	Coupon Pay DATE	# DAYS INVEST.	CUSIP/C.D. NUMBER	BROKER DEALER	INTEREST EARNINGS					
POOLED CASH ACCOUNT																
INVESTMENT ACCT	01-Nov-18	\$7,780.13	\$7,780.13		0.700%	30-Nov-18		30	7580310386	WELLS FARGO	\$4.47					
ICD-Directover BK 1.50%*	13-Nov-15	\$248,000.00	\$248,010.87	100	1.600%	13-Nov-18	None	1086	254672WL8	WELLS SECURITIES	\$2,011.18					MATURITY
ICD-Ally Bank 1.50%*	13-Nov-15	\$248,000.00	\$248,010.87	100	1.600%	13-Nov-18	None	1086	020681WL3	WELLS SECURITIES	\$2,011.18					MATURITY
ICD-Goldman S. 1.55%*	13-Nov-15	\$248,000.00	\$248,011.21	100	1.650%	13-Nov-18	None	1086	381464Z53	WELLS SECURITIES	\$2,074.03					MATURITY
FHMA 1.85%	06-Nov-17	\$2,000,000.00	\$2,000,650.00	100	1.850%	05-Nov-20	05-Nov-18	44140	3136G4CP7	COASTAL SECURITIES	\$26,500.86					MATURITY
																**Amended **
CHECKING INTEREST																
POOLED CASH ACCT					0.700%					WELLS FARGO	\$13,932.39					
OTHER COUNTY ACCTS					0.700%					WELLS FARGO	\$3,125.22					
TAX LICENSE ACCT					0.700%					WELLS FARGO	\$395.86					
TOTAL																
		\$2,751,780.13	\$2,752,453.08									\$50,055.29				\$50,055.29

FISCAL YEAR 2018-2019			
YIELD TO MATURITY AND INTEREST EARNINGS			
MONTH	90 DAY T. BILL YIELD	INVESTMENT INTEREST EARNED	CHECKING ACCOUNT YIELD
OCTOBER	2.280%	\$91,324.37	0.700%
NOVEMBER	2.300%	\$50,055.29	0.700%
DECEMBER			
JANUARY			
FEBRUARY			
MARCH			
APRIL			
MAY			
JUNE			
JULY			
AUGUST			
SEPTEMBER			
ANNUAL TOTALS		\$ 141,379.66	



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January 15, 2019

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

Gentlemen:

Enclosed is the Investment Schedule as of December 31, 2018, including interest earnings.

The weighted average yield to maturity on the County's investments is 1.778%. The interest rate on funds invested in an investment account at Wells Fargo is currently .70%.

The 90 day Treasury discount rate on December 31, 2018 was 2.40% and the interest on your checking accounts for the month of November was .70%

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 January 22, 2018, to be received and filed.

Sincerely,

Charlie Hallmark
Enclosure

Agenda should read:

Receive and File Investment Schedule for December, 2018, including the year to date total earnings on County funds.

Charlie Hallmark, Jefferson County Investment Officer

SECURITY DESCRIPTION	SETTLEMENT DATE	PAR AMOUNT	AMOUNT PAID	PRICE PAID	EXP. YIELD	MATURITY Date	CALL DATE	# Days to mat.	# Days Invested	CUSIP/C.D. NUMBER	BROKER DEALER	CURRENT VALUE	Current Price
POOLED CASH ACCOUNT													
INVESTMENT ACCT	01-Dec-18	\$7,784.76	\$7,784.76	100	0.700%	30-Dec-18	NONE	30	30	7580310386	WELLS FARGO	\$7,784.76	
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	172	1095	3136G3ARD9	WELLS SECURITIES	\$1,988,360.00	\$99.32
FNMA 1.40%	21-Jun-16	\$2,000,000.00	\$2,000,000.00	100	1.400%	21-Jun-19	21-Dec-16	172	1095	3136G3ARM9	NATIONAL ALLIANCE	\$1,986,640.00	\$99.33
FHLMC 1.25%	30-Sep-16	\$2,000,000.00	\$2,000,000.00	100	1.250%	30-Sep-19	30-Mar-16	273	1095	3134GAHW7	NATIONAL ALLIANCE	\$1,974,860.00	\$98.74
FHLMC 1.30%	18-Oct-16	\$2,000,000.00	\$2,000,000.00	100	1.300%	18-Oct-19	18-Jan-17	291	1095	3134GAPF5	NATIONAL ALLIANCE	\$1,974,280.00	\$98.71
FNMA 1.80%	16-Oct-17	\$2,000,000.00	\$2,000,000.00	100	1.800%	16-Oct-20	16-Apr-17	655	1096	3136G4PD0	COASTAL SECURITIES	\$1,954,000.00	\$97.70
FHLB 1.95%	06-Nov-17	\$2,000,000.00	\$2,000,650.00	100	1.950%	05-Nov-20	05-Feb-18	675	1095	3130ACLP7	COASTAL SECURITIES	\$1,962,180.00	\$98.11
FHLB 2.20%	29-Jan-18	\$2,500,000.00	\$2,500,000.00	100	2.200%	29-Jan-21	29-Jan-19	760	1096	3130ADC26	NATIONAL ALLIANCE	\$2,459,050.00	\$98.56
FFCB 2.47%	12-Feb-18	\$2,000,000.00	\$2,000,000.00	100	2.470%	12-Feb-21	12-Feb-19	774	1096	3133CEJ03	NATIONAL ALLIANCE	\$1,978,640.00	\$98.93
FHLMC 2.42%	28-Feb-18	\$2,000,000.00	\$2,000,000.00	100	2.420%	26-Feb-21	26-Feb-19	788	1094	3136G4SH7	FTN CAPITAL MARKETS	\$1,979,160.00	\$98.96
FNMA 2.75%	30-Apr-18	\$2,000,000.00	\$1,999,100.00	99.95	2.750%	30-Apr-21	30-Oct-18	851	1096	3136G4SH7	HILLTOP SECURITIES	\$1,981,940.00	\$99.10
FHLMC 1.30%	23-Aug-16	\$4,000,000.00	\$4,000,000.00	100	1.300%	23-Aug-19	23-Jan-17	235	1095	3134GAAT1	COASTAL SECURITIES	\$3,859,480.00	\$98.99
FNMA 1.55%	27-Dec-16	\$2,000,000.00	\$2,000,000.00	100	1.550%	27-Dec-19	27-Jun-17	361	1095	3136G4J40	NATIONAL ALLIANCE	\$1,974,280.00	\$98.71
FHLMC 1.70%	30-Jun-17	\$2,000,000.00	\$2,000,000.00	100	1.700%	29-Jun-20	28-Sep-17	546	1095	3134GBY76	NATIONAL ALLIANCE	\$1,965,880.00	\$98.50
FHLMC 1.85%	24-Jul-17	\$2,000,000.00	\$2,000,000.00	100	1.850%	24-Jul-20	24-Oct-17	571	1096	3134GBZ55	NATIONAL ALLIANCE	\$1,965,480.00	\$98.27
ICD-BMW Bank 1.35%*	12-Feb-16	\$248,000.00	\$248,000.00	100	1.350%	12-Feb-19	None	43	1096	0558BAD18	WELLS SECURITIES	\$248,000.00	\$100.00
* (Investment CD's)													
		TOTAL PAR	AMT. INVESTED	WEIGHTED AVG. YLD		EQUVALENT TREAS. RATE		WEIGHTED AVG.		MATURITY		TOTAL MARKET VALUE	
INVESTMENT ACCT		\$7,784.76	\$7,784.76	1.778%		2.590%		491		DAYS		\$7,784.76	
CDs and Securities		\$30,746,000.00	\$30,747,750.00									\$30,350,290.00	
TOTALS ALL ACCTS:		\$30,753,784.76	\$30,755,534.76									\$30,356,074.76	
PLEDGE COLLATERAL REPORT WELLS FARGO													
ALL COUNTY FUNDS													
AS OF DECEMBER 31, 2018													
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.													
COMPLIANCE STATEMENT													
MARKET VALUE OF PLEDGE SECURITIES													
BALANCE IN ALL ACCOUNTS: \$137,769,921.25													
OVER OR (UNDER) AMOUNT: \$59,638,094.24													
\$78,231,827.01													
231.40%													
DECEMBER 2018, 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-Dec-18	\$7,784.76	\$7,784.76		0.700%	31-Dec-18		30	7580310386	WELLS FARGO	\$4.63		
FNMLC 1.70%													
	30-Jun-17	\$2,000,000.00	\$2,000,000.00	100	1.700%	29-Jun-20	31-Dec-18	44011	1095	3134GBAY76	NATIONAL ALLIANCE	\$17,000.00	Coupon pmt
FNMA 1.55%	27-Dec-16	\$2,000,000.00	\$2,000,000.00	100	1.550%	27-Dec-19	27-Dec-18	43826	1095	3136G4JKO	NATIONAL ALLIANCE	\$15,500.00	Coupon pmt
FNMA 1.40%	21-Jun-16	\$2,000,000.00	\$2,000,000.00	100	1.400%	21-Jun-19	21-Dec-18	43637	1095	3136G3ARM9	NATIONAL ALLIANCE	\$14,000.00	Coupon pmt
FNMA 1.375%	21-Jun-16	\$2,000,000.00	\$2,000,000.00	100	1.375%	21-Jun-19	21-Dec-18	43637	1095	3136G3ARD9	WELLS SECURITIES	\$13,750.00	Coupon pmt
CHECKING INTEREST													
POOLED CASH ACCT					0.700%							\$15,754.58	
OTHER COUNTY ACCTS					0.700%							\$8,786.25	
TAX LICENSE ACCT					0.700%							\$383.05	\$24,925.88
TOTAL		\$6,007,784.76	\$6,007,784.76									\$85,180.51	\$85,180.51

FISCAL YEAR 2018-2019			
YIELD TO MATURITY AND INTEREST EARNINGS			
MONTH	90 DAY T. BILL YIELD	INVESTMENT INTEREST EARNED	CHECKING ACCOUNT YIELD
OCTOBER	2.280%	\$91,324.37	0.700%
NOVEMBER	2.300%	\$23,554.43	0.700%
DECEMBER	2.400%	\$85,180.51	0.700%
JANUARY			
FEBRUARY			
MARCH			
APRIL			
MAY			
JUNE			
JULY			
AUGUST			
SEPTEMBER			
ANNUAL TOTALS		\$ 200,059.31	

Special, January 22, 2019

There being no further business to come before the Court at this time,
same is now here adjourned on this date, January 22, 2019