

*Notice of Meeting and Agenda and Minutes*  
*July 22, 2019*

**SPECIAL, 7/22/2019 1:30:00 PM**

BE IT REMEMBERED that on July 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 (ABSENT)

**CHIEF PORTER**

Honorable Carolyn L. Guidry , County Clerk

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

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**July 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**  
**July 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 July 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:

**WORKSHOP:-** 10:00 a.m.-To receive a follow-up presentation from Tyler Technologies regarding their solution for a County-wide Case Management System for Courts to benefit the following departments; District Attorney, Sheriff's Department including the Jail, County Clerk, District Clerk, all County Court @ Law Courts, Probate Court, All District Courts, the Probation department, all Constables and all J. P. Courts with a possible implementation for fiscal budget year 2019-2020.

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

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

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**PURCHASING:**

1. Consider and approve specifications for Invitation for Bid (IFB 19-038/YS), Term Contract for Paper Stock & Envelopes for Jefferson County.

**SEE ATTACHMENTS ON PAGES 12 - 54**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

2. Consider and approve award, execute, receive and file Acceptance of Offer for (IFB 19-033/JW) Tractor for Jefferson County Precinct No. 3 (To Replace Unrepairable Equipment Damaged by Hurricane Harvey) with Beaumont Tractor Co. for Bid Item No. 1: Kubota M5-111HDC12 Utility Tractor, in the amount of \$49,809.00; and Bid Item No. 2: Terrain King KSM60 Side Mower, in the amount of \$29,140.00; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326.

**SEE ATTACHMENTS ON PAGES 55 - 56**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

3. Consider and approve, execute, receive and file a purchase agreement for the purchase of thirty (30) burial spaces in accordance with (IFB 18-036/YS), Term Contract for Indigent Burial Plots for Jefferson County with Claybar Haven of Rest Cemetery. The purchase price is \$305.00 each for a total of \$9,150.00.

**SEE ATTACHMENTS ON PAGES 57 - 59**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Arnold**

**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 Change Order No. 1 for (IFB 19-021/JW) Ford Fields Concession Stand with N & T Construction Co., Inc. for a decrease of \$17,000.00 for item type/design changes to include overhead doors, feeders, fixtures, and trench drain; bringing the total contract amount from \$587,000.00 down to \$570,000.00. This change order does not change the number of contract working days.

**SEE ATTACHMENTS ON PAGES 60 - 67**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

5. Consider, approve, and execute a Contract Termination/Release of Earnest Money for the Offer from Clark C. Shofner to purchase Jefferson County land located on Viterbo Road (Known as "Precinct No. 2 Rock Yard"); in response to (RFQ 17-014/JW), Commercial Realtor Brokerage Services for Land Located on Viterbo Road (Known as "Precinct No. 2 Rock Yard"), with \$2,500.00 in earnest money being released by Texas Regional Title Company; for which \$2,000.00 is to be released to Jefferson County, and \$500.00 is to be released to KenWheel, Inc. d/b/a Wheeler Commercial.

**SEE ATTACHMENTS ON PAGES 68 - 69**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

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6. Consider and approve inter-department transfer of (10) vehicles from Constable Precinct 2 to Port Arthur ISD ASAP Program due to termination of the Interlocal Agreement between Constable Pct#2 and Port Arthur ISD ASAP Program as follows: 2008 Ford Crown Victoria (VIN 2FAFP71V18X158505); 2008 Ford Crown Victoria, (VIN 2FAFP71VX8X158504); 2010 FordF-150 Pickup Truck, (VIN 1FTFW1EV6AKE38613); 2017 Ford Explorer (VIN 1FM5K8AR1HGB93852); 2007 Ford Crown Victoria, (VIN 2FAFP71W47X107734); 2008 Ford Crown Victoria (VIN 2FAFP41V28X158500); 2017 Ford Explorer (VIN1FM5K8AR9HGE39952); 2010 Ford Explorer (VIN 1FMEU6DE1AUA50768); 2014 Ford Police Explorer (VIN 1FM5K8AR9EGB90855); 2017 Ford Explorer (VIN 1FM5K8AR7HGE39951):2 Dell Computers and any other miscellaneous items.

**Motion by: Commissioner Weaver**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

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

**SEE ATTACHMENTS ON PAGES 70 - 71**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

**COUNTY AIRPORT:**

8. Receive and file Commercial Development Land Lease Agreement (LaBrie-1) between Jefferson County, Texas and Mid- County Plaza, LLC regarding development of property at the Jack Brooks Regional Airport.

**COMMISSIONER ARNOLD-ABSTANED**

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**SEE ATTACHMENTS ON PAGES 72 - 91**

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

**COUNTY AUDITOR:**

9. Consider and approve budget transfer - Engineering - additional cost for repairs.

|                   |                        |          |          |
|-------------------|------------------------|----------|----------|
| 115-0501-431-4008 | AUTOMOBILES AND TRUCKS | \$450.00 |          |
| 115-0501-431-3037 | GASOLINE               |          | \$450.00 |

**SEE ATTACHMENTS ON PAGES 92 - 92**

**Motion by: Commissioner Sinegal**  
**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 - District Clerk - additional amount for the shelving for family Law.

|                   |                     |          |          |
|-------------------|---------------------|----------|----------|
| 120-2031-414-3084 | MINOR EQUIPMENT     | \$125.00 |          |
| 120-2031-414-5077 | CONTRACTUAL SERVICE |          | \$125.00 |

**SEE ATTACHMENTS ON PAGES 93 - 93**

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

11. Consider and approve budget amendment - Road &Bridge Pct.4 - additional amount for maintenance.

|                   |                       |          |          |
|-------------------|-----------------------|----------|----------|
| 114-0405-431-4009 | BUILDINGS AND GROUNDS | \$500.00 |          |
| 116-0611-452-4009 | BUILDINGS AND GROUNDS |          | \$500.00 |

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**SEE ATTACHMENTS ON PAGES 94 - 94**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

12. Consider and approve electronic disbursement for \$624.82 to Texas Department of Criminal Justice for July insurance reimbursement.

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

13. regular County Bills - check #461486 through checks #461721.

**SEE ATTACHMENTS ON PAGES 95 - 102**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

**COUNTY COMMISSIONERS:**

14. Consider and possibly approve, authorize the County Judge to execute and receive and file an Inter-local Agreement between Jefferson County and the Hamshire- Fannett Independent School District for parking areas pursuant to Chapter 792 of the Texas Government Code.

**SEE ATTACHMENTS ON PAGES 136-138**

**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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15. Consider and possibly approve the adoption of a Proclamation recognizing the Pioneering Women who have given of themselves to assist women in achieving greater heights to improve the quality of life throughout our community.

**SEE ATTACHMENTS ON PAGES 103 - 103**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

16. Receive and file executed Inter-local Agreement between Jefferson County, Southwest Correctional d/b/a LaSalle Corrections and Chambers County for the housing of prisoners pursuant to Texas Government Code Chapter 791.

**SEE ATTACHMENTS ON PAGES 104 - 114**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

**COUNTY TREASURER:**

17. Receive and File Investment Schedule for June, 2019, including the year to date total earnings on County funds.

**SEE ATTACHMENTS ON PAGES 115 - 117**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

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**ENGINEERING:**

18. a) Consider and possibly approve an Amended Replat of Tracts 1-A – 15.109 acres of land, part of Tract 1A and Tract 2A of Amended Replat of Tract 2A – 4.632 acres, Equine Acres, Jefferson County, Texas. This property is located off Winzer Road in Precinct No. 4. This plat is within the Beaumont ETJ (extra-territorial jurisdiction) and has met with city approval as well as that of the Engineering Department.

**SEE ATTACHMENTS ON PAGES 118 - 119**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

19. b) Consider and possibly approve the construction plans for the Ridgecrest Unit, lots 1-13, 90.03 acres of land from the William Carr Survey, A-102, located off Ridgeleigh Drive in Precinct No. 2. The subdivision is in the City of Beaumont ETJ and reviewed by the City of Beaumont, Drainage District #6, and Jefferson County Engineering Dept.

**SEE ATTACHMENTS ON PAGES 120 - 121**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

20. Execute, receive and file Utility Permit 08-U-19 to AT& T for the placement of fiber optic cable starting at Federal Prison Road and completed at Knauth Road. This project is located in Precinct No.3.

**SEE ATTACHMENTS ON PAGES 122 - 133**

**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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## **HISTORICAL COMMISSION:**

21. Presentation of the Texas Historical Commission's 2018 Distinguished Service Award certificate to members of the Jefferson County Historical Commission.

**Motion by: Commissioner Alfred**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

22. Consider and possibly approve appointing Mr. Lynn Simon to the Jefferson County Historical Commission.

**Motion by: Commissioner Alfred**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

## **SHERIFF'S DEPARTMENT:**

23. Consider and possibly approve out of state travel for Deputy Matt Gardner. Deputy Gardner has been accepted to receive training at the National Computer Forensics Institute in Hoover, Alabama August 25 through August 30, 2019. The course is Basic Network Intrusion Training and is essential when conducting criminal investigations. All training and travel cost are funded by the United States Secret Service at no cost to the county.

**SEE ATTACHMENTS ON PAGES 134 - 135**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

## **Other Business:**

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

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

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



# JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah L. Clark, Purchasing Agent*

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

## LEGAL NOTICE

### Advertisement for Invitation for Bids

July 22, 2019

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 19-038/YS, Term Contract for Paper Stock & Envelopes for Jefferson County. **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 Paper Stock & Envelopes for Jefferson County

**BID NO:** IFB 19-038/YS

**DUE DATE/TIME:** 11:00 AM CT, Tuesday, August 20, 2019

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

Any questions relating to these requirements should be directed to Yea-Mei Sauer, Contract Specialist, [ysauer@co.jefferson.tx.us](mailto: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.**

A handwritten signature of Deborah L. Clark in black ink, with a faint circular seal of Jefferson County, Texas, visible behind it.

Deborah L. Clark, Purchasing Agent  
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – July 24, 2019 and July 31, 2019

**IFB 19-038/YS**  
**Term Contract for Paper Stock & Envelopes for Jefferson County**  
**Bids due: 11:00 AM CT, Tuesday, August 20, 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, 1<sup>st</sup> Floor  
Beaumont, TX 77701

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

**Bidder shall submit bid in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope or 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 judgement call to extend any deadline.

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

### 3. Courthouse Security

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

### 4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

### 1. Bidding

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **1.20 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," commonly 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 require 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 receipt 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-halftimes 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](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)**

### 4. Multiple Vendor Award

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

### 5. Delivery

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

### 6. Payment

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

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

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

### 7. Usage Reports

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

### 8. Insurance

The contractor (including any and all subcontractors as defined in Section 9.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

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

**Excess Liability** \$1,000,000

**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

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The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, Contract Specialist, [ysauer@co.jefferson.tx.us](mailto:ysauer@co.jefferson.tx.us)., regarding any questions or comments. Please reference bid number IFB 19-038/YS.

### Scope

Vendor shall provide an annual supply of paper stock for Jefferson County subject to the terms and conditions stated herein for a period of one (1) year, with an option to renew for four (4) additional years.

**Jefferson County reserves the right to accept a bid in whole or in part, whichever is deemed to be in the best interest of Jefferson County.**

Prices quoted shall remain firm for one (1) year from date of award except in the case of an increase from the bidder's supplier, in which case the successful bidder will be allowed to adjust his price, provided written notice is submitted to the Purchasing Agent with copies of supplier's invoices to substantiate the request for adjustment. The adjustment must not be more than the next low bidder's price. In the event the adjustments exceed the next low bid, Jefferson County reserves the right to re-award to that bidder. Jefferson County also reserves the right to re-solicit if price proves to be unreasonable. **Requests for increase must be in writing to be considered. No increase will be allowed for the first 90 days of the contract. No more than six (6) increases per year will be honored.**

### 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.**

### Approximate Annual Usage

Items listed on pages 25-28 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, delivered to various locations in Jefferson County, for the duration of the contract. Purchase Orders will be released to the successful bidder(s) as required. **Minimum Orders Are Not Acceptable.**

### Delivery

Price quoted shall be F.O.B. delivered to various locations 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 – 5:00 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

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

**Bid Name & Number:** Term Contract for Paper Stock & Envelopes for Jefferson County, IFB 19-038/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:

Company Name

For clarification of this offer, contact:

## Address

Name \_\_\_\_\_

Signature of Person Authorized to Sign

E-mail

Printed Name

## Title

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

## Acceptance of Offer

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The Offer is hereby accepted for the following items: Term Contract for Paper Stock & Envelopes for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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

This contract shall henceforth be referred to as Contract No. IFB 19-038/YS, Term Contract for Paper Stock & Envelopes for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

**Countersigned:**

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Jeff R. Branick  
County Judge

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Date

**Attest:**

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Carolyn L. Guidry  
County Clerk

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

## Bid Form

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### I. Paper Stock

| Item | Description  | Estimated Qty<br>(Sheets) | Manufacturer<br>& Brand | Unit Price<br>Per M | Sheets<br>per case | Unit Price<br>Per Case |
|------|--|---------------------------|-------------------------|---------------------|--------------------|------------------------|
| 1    | 20 lb. Bond Paper, long grain, white 8½x11, Paper grade: Premium #4  | 200,000                   |                         | \$                  |                    | \$                     |
| 2    | 20 lb. Bond Paper, long grain, white 8½x11, 3-hole punched – Paper grade: Premium #4   | 20,000                    |                         | \$                  |                    | \$                     |
| 3    | 20 lb. Bond Paper, long grain, white 8½x14, Paper grade: Premium #4  | 100,000                   |                         | \$                  |                    | \$                     |
| 4    | 20 lb. Bond Paper, long grain, white 11x17, Paper grade: Premium #4  | 30,000                    |                         | \$                  |                    | \$                     |
| 5    | 20 lb. Bond Paper, long grain, colors (peach, orchid, cherry, ivory, grey), 8½x11 – ream wrap only (combined total), Paper grade: Premium #4 | 100,000                   |                         | \$                  |                    | \$                     |
| 6    | 20 lb. Bond Paper, long grain, colors (peach, orchid, cherry, ivory, grey), 8½x14 – ream wrap only (combined total), Paper grade: Premium #4 | 100,000                   |                         | \$                  |                    | \$                     |
| 7    | 20 lb. Bond Paper, colors (buff, salmon, goldenrod, pink, blue, canary, green), 8½x11  | 100,000                   |                         | \$                  |                    | \$                     |
| 8    | 20 lb. Bond Paper, long grain, colors (ivory, goldenrod, pink, blue, canary, green), 8½x14   | 100,000                   |                         | \$                  |                    | \$                     |
| 9    | 20 lb. Bond Paper, 25% rag, long grain, cockle finish, white, 8½x11. Paper grade: #1   | 6,500                     |                         | \$                  |                    | \$                     |
| 10   | 20 lb. Bond Paper, 25% rag, long grain, cockle finish, white, 8½x14. Paper grade: #1   | 6,500                     |                         | \$                  |                    | \$                     |

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## II. Card Stock

| Item | Description  | Estimated Qty (Sheets) | Manufacturer & Brand | Unit Price Per M | Sheets per case | Unit Price Per Case |
|------|--|------------------------|----------------------|------------------|-----------------|---------------------|
| 11   | 67 lb. Vellum cover stock (white) 8½x11, shrink wrap acceptable (combined total). Paper grade: #4  | 25,000                 |                      | \$               |                 | \$                  |
| 12   | 67 lb. Vellum cover stock (aqua, green, gold, blue, pink, ivory, yellow, grey) 8½x11, shrink wrap acceptable (combined total). Paper grade: #4 | 5,000                  |                      | \$               |                 | \$                  |
| 13   | 20 lb. #1 White Sulfite, long grain white, 8½x11 Hammermill. Paper grade: Grade 1 watermark  | 80,500                 |                      | \$               |                 | \$                  |
| 14   | Brite Hue – 60 lb. text & cover 8½x11 (red, violet, green, orange, ultra fuchsia)  | 5,000                  |                      | \$               |                 | \$                  |
| 15   | #80 8½x11 Classic Crest Avon Brilliant White   | 10,000                 |                      | \$               |                 | \$                  |
| 16   | #80 8½x11 Classic Crest Avon Ivory   | 10,000                 |                      | \$               |                 | \$                  |
| 17   | Olmsted-Kirk 80 lb. Starwhite Smooth Text Archiva, 8½x11   | -----                  |                      | \$               |                 | \$                  |

## III. Envelopes

| Item | Description  | Estimated Qty (Sheets) | Manufacturer & Brand | Unit Price Per M | Sheets per case | Unit Price Per Case |
|------|--|------------------------|----------------------|------------------|-----------------|---------------------|
| 18   | 24 lb. catalog envelopes 10"x13" white woven           | 6,000                  |                      | \$               |                 | \$                  |
| 19   | 28 lb. white catalog envelopes 9"x12"                  | 1,500                  |                      | \$               |                 | \$                  |
| 20   | 15"x10" brown kraft gummed flap document envelopes 32# | 6,500                  |                      | \$               |                 | \$                  |
| 21   | #9 window envelopes – 24 lb. white wove                | 11,500                 |                      | \$               |                 | \$                  |
| 22   | #9 regular envelopes – 24 lb. white wove               | 10,500                 |                      | \$               |                 | \$                  |

|    |  |         |  |    |  |    |
|----|--|---------|--|----|--|----|
| 23 | #10 window envelopes –<br>24 lb. white wove (hard boxes)                                     | 200,000 |  | \$ |  | \$ |
| 24 | #10 regular envelopes –<br>24 lb. white wove (hard boxes)                                    | 200,000 |  | \$ |  | \$ |
| 25 | #11 window envelopes –<br>28 lb. white wove  | 10,000  |  | \$ |  | \$ |
| 26 | #11 regular envelopes –<br>28 lb. white wove   | 15,000  |  | \$ |  | \$ |
| 27 | #12 window envelopes –<br>24 lb. white wove  | 3,000   |  | \$ |  | \$ |
| 28 | #12 regular envelopes –<br>24 lb. white wove   | 3,000   |  | \$ |  | \$ |
| 29 | #10 brown kraft envelopes –<br>28 lb.  | 6,500   |  | \$ |  | \$ |
| 30 | #12 brown kraft envelopes –<br>28 lb.  | 25,000  |  | \$ |  | \$ |
| 31 | #14 brown kraft envelopes –<br>28 lb.  | 25,000  |  | \$ |  | \$ |
| 32 | Opaque envelopes - 4½x9 (blue,<br>green, natural, cream, gold, pink,<br>gray, ivory, yellow) | 20,000  |  | \$ |  | \$ |

#### IV. No Carbon Required Paper

| Item | Description  | Estimated Qty<br>(Sheets) | Manufacturer &<br>Brand | Unit Price<br>Per M | Sheets<br>per case | Unit Price<br>Per Case |
|------|--|---------------------------|-------------------------|---------------------|--------------------|------------------------|
| 33   | 8½x11 2-part black image<br>carbonless reverse collated      | 80,000                    |                         | \$                  |                    | \$                     |
| 34   | 8½x11 Mead 3-part black image<br>carbonless reverse collated | 80,000                    |                         | \$                  |                    | \$                     |
| 35   | 8½x11 Mead 4-part black image<br>carbonless reverse collated | 65,000                    |                         | \$                  |                    | \$                     |
| 36   | 8½x11 Mead 5-part black image<br>carbonless reverse collated | 65,000                    |                         | \$                  |                    | \$                     |
| 37   | 8½x14 Mead 2-part black image<br>carbonless reverse collated | 30,000                    |                         | \$                  |                    | \$                     |
| 38   | 8½x14 Mead 3-part black image<br>carbonless reverse collated | 30,000                    |                         | \$                  |                    | \$                     |

|    |  |        |  |    |  |    |
|----|--|--------|--|----|--|----|
| 39 | 8½x14 Mead 4-part black image<br>carbonless reverse collated | 30,000 |  | \$ |  | \$ |
| 40 | 8½x14 Mead 5-part black image<br>carbonless reverse collated | 30,500 |  | \$ |  | \$ |
| 41 | 8½x11 Astro Bright Text, 60T                                 | 5,000  |  | \$ |  | \$ |
| 42 | 8½x11 Astro Bright Cover, 65C                                | 5,000  |  | \$ |  | \$ |

**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.

---

Bidder (Entity Name)

---

Signature

---

Street & Mailing Address

---

Print Name

---

City, State & Zip

---

Date Signed

---

Telephone Number

---

Fax Number

---

E-mail Address

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

## Conflict of Interest Questionnaire

### **CONFFLICT OF INTEREST QUESTIONNAIRE**

**For vendor doing business with local governmental entity**

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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).

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.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

**1**  **Name of vendor who has a business relationship with local governmental entity.**

**2**  **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** **Name of local government officer about whom the information in this section is being disclosed.**

Name of Officer

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.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

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?

Yes       No

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?

Yes       No

D. Describe each employment or business and family relationship with the local government officer named in this section.

**4**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

Adopted 8/7/2015

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

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

| LOCAL GOVERNMENT OFFICER<br>CONFLICTS DISCLOSURE STATEMENT  |   | FORM CIS                                   |                        |
|---|---|--|------------------------|
| <p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p> |   |  |                        |
| <b>1</b>  | <b>Name of Local Government Officer</b>   |  | <b>OFFICE USE ONLY</b> |
| <b>2</b>  | <b>Office Held</b>  |  | Date Received          |
| <b>3</b>  | <b>Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</b>  |  |                        |
| <b>4</b>  | <b>Description of the nature and extent of employment or other business relationship with vendor named in item 3</b>  |  |                        |
| <b>5</b>  | <b>List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</b>  |  |                        |
| <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p style="text-align: center;">(attach additional forms as necessary)</p>   |   |  |                        |
| <b>6</b>  | <b>AFFIDAVIT</b><br><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> |  |                        |
| <hr style="width: 20%; margin-left: auto; margin-right: 0;"/> <p style="margin: 0;">Signature of Local Government Officer</p>   |   |  |                        |
| <p>AFFIX NOTARY STAMP / SEAL ABOVE</p> <p>Sworn to and subscribed before me, by the said _____, this the _____ day<br/>of _____, 20 _____, to certify which, witness my hand and seal of office.</p>  |   |  |                        |
| Signature of officer administering oath   |   | Printed name of officer administering oath |                        |
| Title of officer administering oath   |   |  |                        |

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 . . .

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

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

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

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

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

Yes  No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

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

---

Printed Name of Authorized Representative

---

Signature

---

Title

---

Date

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

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

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

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

Yes  No

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

---

Contractor Name: \_\_\_\_\_ HUB:  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**

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**PAGE 1 OF 4**

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

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

Yes  No

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

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

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

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

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

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

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

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

---

**FOR HUB OFFICE USE ONLY:**

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

---

**PART I. HUB SUBCONTRACTOR DISCLOSURE**

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

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

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

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

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

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

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

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

---

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

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

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**PAGE 2 OF 4**

### **HUB SUBCONTRACTOR DISCLOSURE**

**PART I: Continuation Sheet**

**(Duplicate as Needed)**

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

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

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

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

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

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

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

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

---

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

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

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

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

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

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

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

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

---

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

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

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

**PAGE 3 OF 4**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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**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.**

## **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

**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 \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for  
the State of \_\_\_\_\_

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

## 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:**

Beaumont Tractor Co.

Company Name

4130 College St.

Address

Beaumont Ty. 77707

City

State

Zip

Kyle Lee

Signature of Person Authorized to Sign

KYLE LEE

Printed Name

Governmental Sales

Title

For clarification of this offer, contact:

Kyle Lee

Name

409-866-3360

409-866-5884

Phone

Fax

Kyle@BeaumontTractor.com

E-mail

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

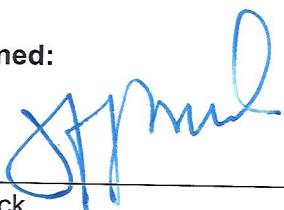
## Acceptance of Offer

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

This contract shall henceforth be referred to as Contract No. 19-033/JW, Tractor for Jefferson County Precinct No. 3 (To Replace Unrepairable Equipment Damaged by Hurricane Harvey)

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:

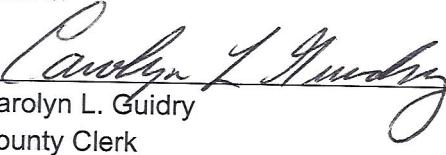


Jeff R. Branick  
County Judge

Date

July 22, 2019

Attest:

  
Carolyn L. Guidry  
County Clerk



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

CONTRACT # \_\_\_\_\_  
Burial# \_\_\_\_\_  
Reference(s)# \_\_\_\_\_

IFB 18-036/YS

Hillcrest Memorial Gardens, Inc.  
P.O. Box 2060  
4560 Hwy 87 South  
Orange, Texas, 77631-2060  
(409) 735-7145

## PURCHASE AGREEMENT

Date JULY 9, 2019

I, (We), JEFFERSON COUNTY PUBLIC HEALTH DEPT

CONTRACT #IFB 18-036/YS

Email \_\_\_\_\_

Address 1149 PEARL ST

BEAUMONT, TX 77701

Phone \_\_\_\_\_

hereby agree to purchase subject to the provisions on the reverse side of this agreement and the rules and regulations of:  
 Hillcrest Memorial Gardens, Inc.  Orange Forest Lawn  Claybar Haven of Rest & Crematory  
(Hereinafter called "The Memorial Park") the number of interment, entombment, or inurnment space in the location described and any service or merchandise as so stated, at the price and terms as follows:

PROPERTY DESCRIPTION

Garden \_\_\_\_\_ SERENITY  
Section \_\_\_\_\_ Lot \* \_\_\_\_\_ Block \* \_\_\_\_\_ Spaces \* \_\_\_\_\_  
Section \_\_\_\_\_ Lot \_\_\_\_\_ Block \_\_\_\_\_ Spaces \_\_\_\_\_  
No. of spaces \_\_\_\_\_ Square Feet \_\_\_\_\_  
Mausoleum Unit \_\_\_\_\_  
Crypt \_\_\_\_\_ Level \_\_\_\_\_

Special Note: if any item listed below is in reference to  
Memorialization, Granite, scrolls and/or Service  
Arrangements an appropriate "MEMORIAL ORDER  
AND/OR "REQUEST AND AUTHORIZATION" must be  
completed and made part of this agreement.

MERCHANDISE - PROPERTY - SERVICES

Price itemization:

| QTY                              | ITEM DESCRIPTION                          | COST               |
|----------------------------------|---|--------------------|
| 30                               | A. Ground Space ..... \$245.96/ea         | \$ 7,378.80        |
| -----                            | B. Mausoleum .....                        | \$ _____           |
| -----                            | C. Niche .....                            | \$ _____           |
| -----                            | D. Discount .....                         | \$ _____           |
| 30                               | Net Property sale (A,B,or C-D) \$59.04/ea | \$ _____           |
| -----                            | Perpetual Care.....                       | \$ 1,771.20        |
| -----                            | Deed Fee.....                             | \$ _____           |
| -----                            | Liner Installation Fee.....               | \$ _____           |
| -----                            | Opening & Closing.....                    | \$ _____           |
| -----                            | E. Memorial .....                         | \$ _____           |
| -----                            | Memorial Inst. Fee .....                  | \$ _____           |
| -----                            | F. Granite Base .....                     | \$ _____           |
| -----                            | G. Memorial Discount .....                | \$ _____           |
| -----                            | MISC.....                                 | \$ _____           |
| -----                            | Net Memorial Sales (E or F-G) .....       | \$ _____           |
| -----                            | Sales Tax .....                           | \$ _____           |
| TOTAL PRICE (target) .....       |   | \$ _____           |
| Allowance(s) .....               |   | \$ _____           |
| Other Applicable Discounts ..... |   | \$ _____           |
| ADJUSTED SALES PRICE .....       |   | \$ <u>9,150.00</u> |

CREDIT DISCLOSURES

ADJUSTED SALES PRICE ..... \$ 9,150.00

Less Cash Down Payment ..... \$ \_\_\_\_\_

Amount Financed ..... \$ \_\_\_\_\_

Annual Percentage Rate ..... %

FINANCE CHARGE ..... \$ \_\_\_\_\_

TOTAL of PAYMENTS (Amount financed

+ finance charge)..... \$ \_\_\_\_\_

Deferred Payment Price (total sales

price + finance charge)..... \$ \_\_\_\_\_

..... \$ \_\_\_\_\_

PAYMENT SCHEDULE

Number of Installments ..... \$ \_\_\_\_\_

Payable (Mo, Quart, Ann) ..... \$ \_\_\_\_\_

..... # equal installments of ..... \$ \_\_\_\_\_

And one final installment of ..... \$ \_\_\_\_\_

TOTAL AMOUNT OF ALL INSTALLMENTS

(must equal total of payments

as itemized above) ..... \$ 9,150.00

..... \$ \_\_\_\_\_

First Installment Due \_\_\_\_\_

CFH/CKW/FF Contract # \_\_\_\_\_

BLOCK, & SPACE DESCRIPTIONS.

NOTATIONS

\* SEE SEPARATE ATTACHMENT FOR LOT, BLOCK, & SPACE DESCRIPTIONS.

All payments will be applied to cemetery property first, then to other purchases. A memorial may not be set until all spaces are paid in full. The selling price of memorials purchased includes installation in "The Memorial Park". Charges for scrolls and/or inscriptions for memorials not included in any pre-need price and will be a just expense at need.

RIGHTS OF PURCHASER AND SELLER

Buyer is entitled to and acknowledges receipt of a copy of this agreement and the Notice of Cancellation printed below at the time Buyer(s) sign(s) this agreement. All parties have read and understand the terms and provisions of this agreement and all parties hereunder and when signed by the purchaser and signed by and accepted by an Executive Officer of "The Memorial Park" this agreement shall become effective and shall be binding on the parties hereto, their heirs, personal representatives and successors subject to the right of cancellation described hereafter. This agreement contains a complete agreement between the parties and no agent or representative has any authority to modify, add to or change the terms or conditions set forth herein 1. Do not sign this contract before you read it or if it has any blank spaces. 2. You are entitled to an exact copy of the contract you sign. 3. Under the law you have the right, among others, to pay in advance the unpaid balance due under this contract and to obtain under certain conditions a partial refund of the Finance Charge. BUYER'S RIGHT TO CANCEL: IF THIS SALE WAS SOLICITED BY THE SELLER OR HIS REPRESENTATIVE AT A PLACE OTHER THAN SELLER'S PLACE OF BUSINESS, YOU, THE BUYER MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD DAY AFTER THE DATE OF THIS TRANSACTION.

I (We) have read this contract, including the back, and received a copy of the agreement IN WITNESS WHEREOF, the Buyer has executed this

9th day of July, 2019

Buyer County Judge  
Issue Deed to JEFFERSON COUNTY PUBLIC HEALTH DEPT.

FSA

Accepted by Wm. G. Johnson



US Hwy 90 West, Beaumont, Texas 77713 • 409-892-3456

July 9, 2019

Mrs. Johnnie Roberts  
Jefferson County Public Health Dept.  
1149 Pearl St  
Beaumont, TX 77701

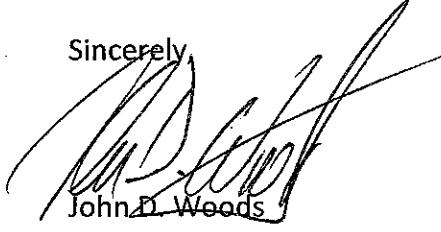
Dear Mrs. Roberts,

Thank you for this opportunity to provide indigent burial spaces to Jefferson County and assist those family's without the financial means necessary to bury their loved ones.

You asked that we submit a proposal for fifty (50) more spaces. At the present time, we are platting out more spaces within the Garden of Serenity, and can only offer thirty (30) spaces. As soon as these new spaces are platted and certified, we can offer twenty (20) more spaces for a total of fifty (50).

I will advise you when these spaces are ready for purchase & will submit a written proposal to you at that time. If you have any questions, please contact myself or Warren Claybar.

Sincerely,

  
John D. Woods  
Haven of Rest Cemetery

Enclosures (2)



**CLAYBAR**

US Hwy 90 West, Beaumont, Texas 77713 • 409-892-3456

Haven of Rest Cemetery

JEFFERSON COUNTY PUBLIC HEALTH DEPARTMENT  
INDIGENT BURIAL PROGRAM  
#IFB 036/YS

30 Burial Space Purchase Proposal

| <u>Garden</u> | <u>Lot</u> | <u>Block</u> | <u>Space #'s</u> | <u># of Spaces</u> |
|---------------|------------|--------------|------------------|--------------------|
| SERENITY      | 38         | A            | 1                | 1                  |
| SERENITY      | 38         | C            | 2,3,4            | 3                  |
| SERENITY      | 41         | A            | 2,3,4            | 3                  |
| SERENITY      | 41         | C            | 2,3,4            | 3                  |
| SERENITY      | 44         | A            | 2,3,4            | 3                  |
| SERENITY      | 44         | C            | 2,3,4            | 3                  |
| SERENITY      | 47         | A            | 2,3,4            | 3                  |
| SERENITY      | 47         | C            | 2,3,4            | 3                  |
| SERENITY      | 50         | A            | 1,2,3,4          | 4                  |
| SERENITY      | 50         | C            | 1,2,3,4          | 4                  |
| TOTAL         |            |              |                  | 30                 |

## CHANGE ORDER

**PROJECT:** New Concession Stand for Ford Park Ball Fields  
**CONTRACTOR:** N&T Construction  
 1376 Laurel Ave  
 Beaumont, Texas 77701

**CHANGE ORDER NO:** 1

**DATE:** 06.20.19  
**ARCHITECT'S PROJECT NO.:** 15036  
**CONTRACT DATE:** 06.07.2019  
**CONTRACT FOR:** New Construction

The Contract is changed as follows:

|   |                      |
|---|----------------------|
| 1. Overhead Doors to be clear anodized in lieu of powder coated | \$(2,000.00 )        |
| 2. Change feeders from copper to aluminum                       | \$(5,400.00 )        |
| 3. Alternate fixture package                                    | \$(4,600.00 )        |
| 4. Use Zip Trench in lieu of specified trench drain             | \$(5,000.00 )        |
|   | <b>TOTAL</b>         |
|   | <b>\$(17,000.00)</b> |

\*\*See attached breakdown

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

The original Contract Sum was ..... \$ 587,000.00  
 Net change by previously authorized Change Orders ..... \$00  
 The Contract Sum prior to this Change Order was ..... \$ 587,000.00  
 The Contract sum will be decreased by this Change Order in the amount of ..... \$ (17,000.00)  
 The new Contract Sum including this Change Order will be ..... \$ 570,000.00

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

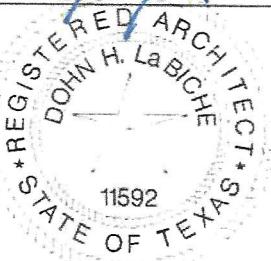
The date of Substantial Completion as of the date of this Change Order therefore is Date on Notice to Proceed.

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:

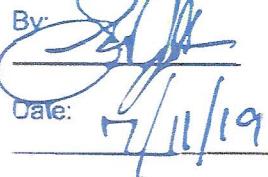
7/9/19



N&T Construction  
 1376 Laurel Ave  
 Beaumont, Texas 77701

By:

7/11/19



Jefferson County Texas  
 Commissioners Court  
 1001 Pearl Street  
 Beaumont, Texas 77701

By:

Jeff R. Branick, County Judge  
 Date: JULY 22, 2019



By: *Jeff R. Branick*  
 Date: 7/22/19


**CPR # 1**

N&T Construction  
 1376 Laurel Ave.  
 Beaumont, Texas 77701  
 Phone: (409) 813-8592  
 Fax: (409) 813-8597

**PROJECT: Ford Park Concession Stand**


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**CHANGE PROPOSAL REQUEST**


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**TO:** LaBiche Architectural Group  
 7999 Gladys Avenue, Suite #101  
 Beaumont, Texas 77706  
 Attn: Dohn LaBiche

**FROM:** N&T Construction Co., Inc.  
 Spencer Jabbia

**CHANGE PROPOSAL #:** 1

**DATE:** 6/19/2019

**REFERENCE:** N/A

**SCHEDULE IMPACT:** TBD

**DESCRIPTION OF CHANGE:**

Accepted VE Options

| #  | Description  | Unit  | Qty. | Unit \$      | Type                                | Totals               |
|----|--|-------|------|--------------|-------------------------------------|----------------------|
| 1  | Overhead Doors to be clear anodized in lieu of powder coated | LSUM  | 1    | (\$2,000.00) | Subcontractor                       | (\$2,000.00)         |
| 2  | Change feeders from copper to aluminum                       | LSUM  | 1    | (\$5,400.00) | Subcontractor                       | (\$5,400.00)         |
| 3  | Alternate fixture package                                    | LSUM  | 1    | (\$4,600.00) | Subcontractor                       | (\$4,600.00)         |
| 4  | Use Zip Trench in lieu of specified trench drain             | LSUM  | 1    | (\$5,000.00) | Subcontractor                       | (\$5,000.00)         |
| L  |  |       |      |              |                                     | \$0.00               |
| 6  |  |       |      |              |                                     | \$0.00               |
| 0  |  |       |      |              |                                     | \$0.00               |
| 8  |  |       |      |              |                                     | \$0.00               |
| 9  |  |       |      |              |                                     | \$0.00               |
| 10 | <b>Cost of Work Total:</b>                                   |       |      |              |                                     | <b>(\$17,000.00)</b> |
| 11 | <b>N&amp;T General Conditions:</b>                           |       |      |              |                                     | \$0.00               |
| 12 | Supervision  | Days  |      | \$300.00     |                                     | \$0.00               |
| 13 | Clean-up   | Hours |      | \$20.00      |                                     | \$0.00               |
| 14 | Dumpster   | Each  |      | \$400.00     |                                     | \$0.00               |
| 15 |  |       |      |              |                                     | \$0.00               |
|    |  |       |      |              | <b>Subtotal:</b>                    | <b>(\$17,000.00)</b> |
|    | 0.00%  |       |      |              | <b>Contractor's Fee:</b>            | \$0.00               |
|    |  |       |      |              | <b>Subtotal:</b>                    | <b>(\$17,000.00)</b> |
|    | 0.00%  |       |      |              | <b>Sales Tax:</b>                   | \$0.00               |
|    |  |       |      |              | <b>Change Proposal Grand Total:</b> | <b>(\$17,000.00)</b> |

| FORD PARK CONCESSION STAND  |  |                       |                        |
|---|--|-----------------------|------------------------|
| Date: 5/15/2019<br>Company: N&T Construction Co., Inc<br>Location: Beaumont, Texas<br>Arch / Eng: The LaBiche Architectural Group |  |                       | VALUE ALTERNATIVES     |
| Item #  | Description  | Proposed Cost Deducts | Comments               |
| <b>ARCHITECTURAL / CIVIL ITEMS:</b>   |  |                       |                        |
| 001   | Delete storm drainage and downspout boots  | \$ (10,000.00)        |                        |
| 002   | Delete foundation and canopy from new concession to existing concession              | \$ (4,750.00)         |                        |
| 003   | Use an alternate overhead door manufacturer  |                       | Finalizing this number |
| 004   | Overhead doors to be clear anodized in lieu of powder coating                        | \$ (2,000.00)         |                        |
| 005   | Delete epoxy painting of floor and leave as sealed concrete                          | \$ (3,000.00)         |                        |
| 006   | Change roof, wall, soffit panels, and associated trim finish from Kynar to Weather-X | \$ (930.00)           |                        |
| 007   | Use 26 ga. PBR wall panel in a-WXL finish  | \$ (612.00)           |                        |
| <b>ELECTRICAL ITEMS:</b>  |  |                       |                        |
| 008   | Change Feeders from copper to aluminum   | \$ (5,400.00)         |                        |
| 009   | Alternate Fixture Package  | \$ (4,600.00)         |                        |
| 010   | Delete Fire Alarm (Not required per Fire-Marshall)                                   | \$ (4,000.00)         |                        |
| <b>HVAC ITEMS:</b>  |  |                       |                        |
| 013   | Delete Air Curtains & wiring   | \$ (10,000.00)        |                        |
| 014   | Use Lennox equipment in lieu of Daikin (see-attached spec)                           | \$ (18,000.00)        |                        |
| <b>PLUMBING ITEMS:</b>  |  |                       |                        |
| 015   | Use Zip Trench in lieu of specified trench drain                                     | \$ (5,000.00)         |                        |
| Running Total:  |  |                       | \$ (17,000.00)         |

**From:** Gary Coe <gcoe@theoverheaddoor.com>  
**Sent:** Monday, May 20, 2019 1:42 PM  
**To:** Lauren Williams <lwilliams@nandtconstruction.com>  
**Subject:** RE: Ford Fields

IF WE DELETE THE POWDER COATING WE WOULD HAVE TO GO WITH CLEAR ANODIZED ALUMINUM AND THE DEUCT WOULD BE \$2,000.00 OFF THE TOTAL.

Gary W. Coe  
President  
Overhead Door Company of Beaumont  
1547 Main Lane  
Beaumont, TX 77713  
Office: 409.866.2585  
Mobile: 409.284-7475  
[gcoe@theoverheaddoor.com](mailto:gcoe@theoverheaddoor.com)

## PROPOSAL/CONTRACT

Date: **5/16/19**Project # **Ford Park**

**Electrical Specialties, Inc.**  
 1550 Langham Rd  
 Beaumont, Texas 77707  
 Phone (409)860-5211 Fax (409)860-5851  
 TDLR #17109

**Regulated by the Texas DLR**  
 P.O. Box 12157 Austin, Texas 78711  
 (800)803-9202 / (512)463-6599  
[www.license.state.tx.us/complaints](http://www.license.state.tx.us/complaints)

**CREDIT TERMS: NET 30 DAYS**  
 Invoices are subject to a finance charge of 1.5% per month, annual rate of 18%  
 on all balances over 30 days.

Any and all retainage will be paid within 30 days from the completion of  
 electrical work.

ESI will abide by the lien provisions of Chapter 53 of the Property Code of the  
 State of Texas.

The undersigned purchaser hereby agrees to pay attorney's fees incurred by  
 ESI to collect unpaid balances.

**Work preformed for: Jefferson County - Ford Fields Concessions**

Provide materials and labor for electrical at the new proposed concession stand at Ford  
 Fields.

**Base Bid: \$87,500.00**

**VE Deducts Offered:**

- 1. Aluminum Feeders: -\$5,400.00
- 2. Alternate Fixture Package: -\$4,600.00
- 3. Remove wiring and conduit for Air Curtains: -\$1024.93

**VE Bid Total: \$76,475.07**

**Includes:** Addendums 1,2 3, and 4. Stub ups for data, boxes, pipe, wire, underground, feeders, transformers, breaker for existing switchboard to feed new building, spare conduits as shown on prints, and specified lighting package.

**Exclusions:** Dumpster fees, overtime work, any work not shown on plans or specs., saw cut or patch and repair of existing concrete, all formed concrete, fees by Entergy Texas (if applicable), and tax.

PRICE SUBJECT TO REVIEW AFTER 30 DAYS

Sales Tax Included

No Sales Tax

**ACCEPTANCE OF BID**

I have the authority to order the above work and do so order as outlined above. The above specifications, terms and contract are satisfactory, and (I)/(we) hereby authorize the performance of this work.

**CUSTOMER SIGNATURE**

Justin Burns

Vice President- Electrical Specialties, Inc.

**TITLE**

**Date**

**5/7/2019**

**Date**

**From:** bobby mcintyre <TRU-FLOPLUMBING@hotmail.com>  
**Sent:** Thursday, May 9, 2019 7:19 AM  
**To:** Lauren Williams <lwilliams@nandtconstruction.com>  
**Subject:** FW: ford trench v.e.

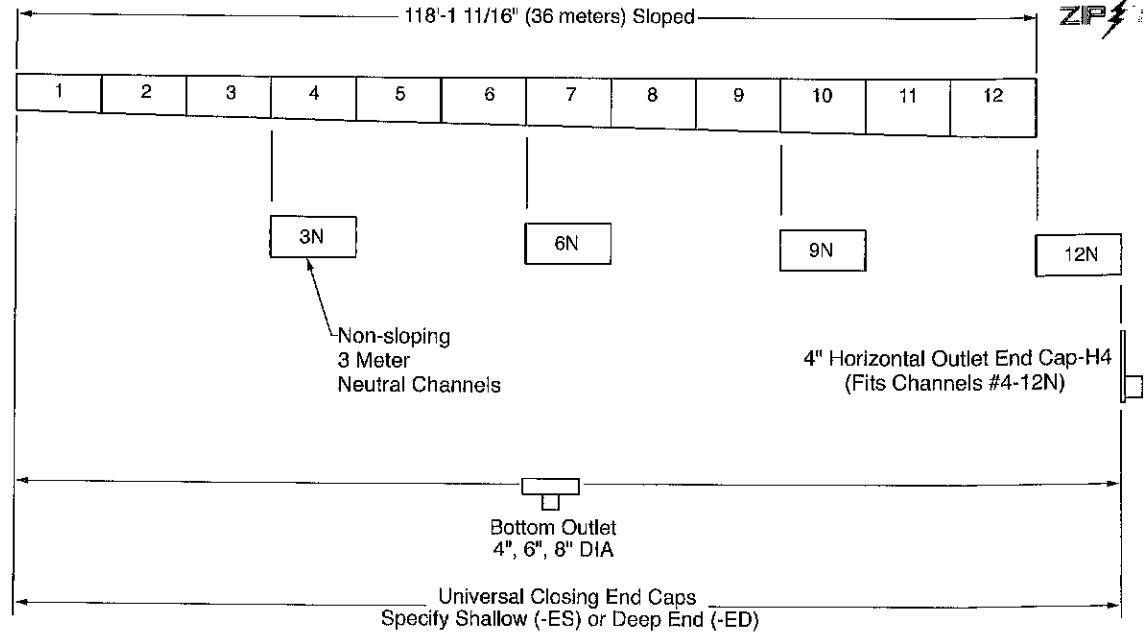
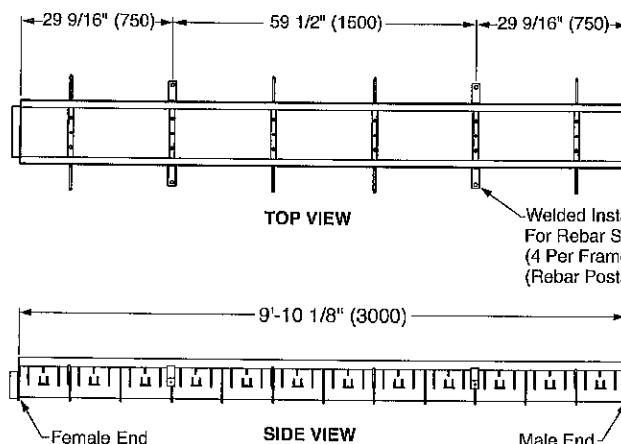
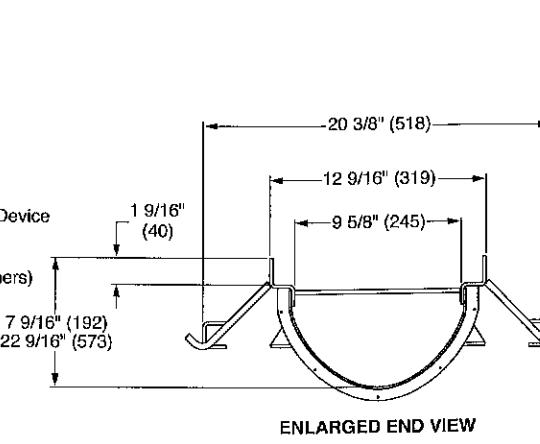
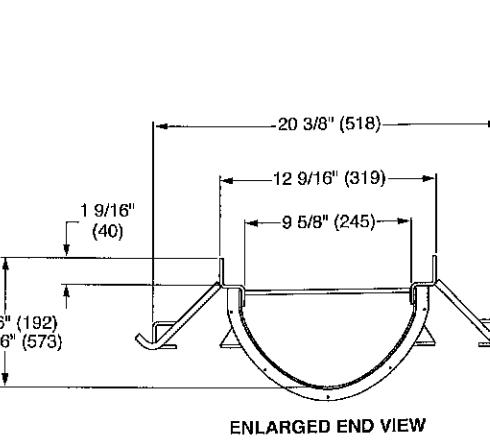
See if this would work for the ve on trench drain. It would save \$5,000.

**From:** Matt Hebert <mhebert@coburns.com>  
**Sent:** Wednesday, May 8, 2019 2:10 PM  
**To:** Alvie Stockwell <tru-floplumbing@hotmail.com>  
**Subject:** ford trench v.e.

Thank you,  
**Matt Hebert**  
Territory Manager  
409-284-4578 cell  
409-835-1447 office  
409-839-8157 fax



TEXAS | LOUISIANA | MISSISSIPPI | TENNESSEE

|  <b>JAY R. SMITH MFG. CO.®</b><br>MEMBER OF MORRIS GROUP INTERNATIONAL<br>POST OFFICE BOX 3237<br>MONTGOMERY, ALABAMA 36108-0237 (USA)<br>TEL: 334-277-8520 FAX: 334-272-7398 www.jrsmith.com  |        |               |               |         |                   |  |               |  |  |  |  | LOCATION |  |               |  |  |               |  |                   |  |               |  |   |        |               |     |    |  |  |  |  |      |      |             |    |         |  |  |  |  |  |  |  |  |  |  |  |             |  |
|---|--------|---------------|---------------|---------|-------------------|--|---------------|--|--|--|--|----------|--|---------------|--|--|---------------|--|-------------------|--|---------------|--|---|--------|---------------|-----|----|--|--|--|--|------|------|-------------|----|---------|--|--|--|--|--|--|--|--|--|--|--|-------------|--|
|    MEMBER OF:  |        |               |               |         |                   |  |               |  |  |  |  |          |  |               |  |  |               |  |                   |  |               |  |   |        |               |     |    |  |  |  |  |      |      |             |    |         |  |  |  |  |  |  |  |  |  |  |  |             |  |
| <h1>12" WIDE 9960 ZIP TRENCH™</h1>  |        |               |               |         |                   |  |               |  |  |  |  |          |  |               |  |  |               |  |                   |  |               |  |   |        |               |     |    |  |  |  |  |      |      |             |    |         |  |  |  |  |  |  |  |  |  |  |  |             |  |
| <b>FUNCTION:</b> Used in all surface drainage applications. May be assembled in any length utilizing self aligning channel ends. This reduces installation times and cost, providing an engineered, sloped solution for drainage requirements.  |        |               |               |         |                   |  |               |  |  |  |  |          |  |               |  |  |               |  |                   |  |               |  |   |        |               |     |    |  |  |  |  |      |      |             |    |         |  |  |  |  |  |  |  |  |  |  |  |             |  |
|   |        |               |               |         |                   |  |               |  |  |  |  |          |  |               |  |  |               |  |                   |  |               |  |   |        |               |     |    |  |  |  |  |      |      |             |    |         |  |  |  |  |  |  |  |  |  |  |  |             |  |
|   |        |               |               |         |                   |  |               |  |  |  |  |          |  |               |  |  |               |  |                   |  |               |  |   |        |               |     |    |  |  |  |  |      |      |             |    |         |  |  |  |  |  |  |  |  |  |  |  |             |  |
|    |        |               |               |         |                   |  |               |  |  |  |  |          |  |               |  |  |               |  |                   |  |               |  |   |        |               |     |    |  |  |  |  |      |      |             |    |         |  |  |  |  |  |  |  |  |  |  |  |             |  |
|   |        |               |               |         |                   |  |               |  |  |  |  |          |  |               |  |  |               |  |                   |  |               |  |   |        |               |     |    |  |  |  |  |      |      |             |    |         |  |  |  |  |  |  |  |  |  |  |  |             |  |
| <b>REGULARLY FURNISHED:</b><br>12 9/16" (319) wide, 3 meters (9.84') long, 100% Polypropylene Channel with UV Inhibitors and Coated Steel Frame. Channels connect with 2" Overlap Joint. Design has a Built In Slope of 1.07% with Radiused Bottom. Supplied with Secured Grate per Specification.  |        |               |               |         |                   |  |               |  |  |  |  |          |  |               |  |  |               |  |                   |  |               |  |   |        |               |     |    |  |  |  |  |      |      |             |    |         |  |  |  |  |  |  |  |  |  |  |  |             |  |
| <b>VARIATIONS:</b><br><input checked="" type="checkbox"/> Grate Specifications (See Back)<br><input checked="" type="checkbox"/> Closing End Cap Shallow -ES<br><input checked="" type="checkbox"/> Closing End Cap Deep -ED<br><input checked="" type="checkbox"/> Horizontal Outlet 4", 6", 8" -H468<br><input checked="" type="checkbox"/> 4"/6"/8" NO-HUB Bottom Outlet -V468   |        |               |               |         |                   |  |               |  |  |  |  |          |  |               |  |  |               |  |                   |  |               |  |   |        |               |     |    |  |  |  |  |      |      |             |    |         |  |  |  |  |  |  |  |  |  |  |  |             |  |
| <b>OPTIONAL RAIL MATERIAL:</b><br><input checked="" type="checkbox"/> Galvanized Steel<br><input checked="" type="checkbox"/> Type 304 Stainless Steel  |        |               |               |         |                   |  |               |  |  |  |  |          |  |               |  |  |               |  |                   |  |               |  |   |        |               |     |    |  |  |  |  |      |      |             |    |         |  |  |  |  |  |  |  |  |  |  |  |             |  |
| <b>Note:</b> Dimensions in parentheses are in mm.<br><b>Note:</b> This Trench Drain System is Designed for "On Grade Applications Only" as There are No Provisions for a Flashing Flange or Flashing Clamp.   |        |               |               |         |                   |  |               |  |  |  |  |          |  |               |  |  |               |  |                   |  |               |  |   |        |               |     |    |  |  |  |  |      |      |             |    |         |  |  |  |  |  |  |  |  |  |  |  |             |  |
| <table border="1"> <thead> <tr> <th colspan="3">FIGURE NUMBER</th> <th colspan="2">WEIGHT POUNDS</th> <th colspan="2">VOLUME CUBIC FEET</th> <th colspan="2">FIGURE NUMBER</th> </tr> <tr> <th>A</th> <th>4-5-16</th> <th>Revised Title</th> <th>TBW</th> <th>PJ</th> <th></th> <th></th> <th></th> <th></th> </tr> <tr> <th>REV.</th> <th>DATE</th> <th>DESCRIPTION</th> <th>BY</th> <th>CKD. BY</th> <th></th> <th></th> <th></th> <th></th> </tr> </thead> <tbody> <tr> <td colspan="3"></td> <td colspan="2"></td> <td colspan="2"></td> <td colspan="2"><b>9960</b></td> </tr> </tbody> </table> |        |               |               |         |                   |  |               |  |  |  |  |          |  | FIGURE NUMBER |  |  | WEIGHT POUNDS |  | VOLUME CUBIC FEET |  | FIGURE NUMBER |  | A | 4-5-16 | Revised Title | TBW | PJ |  |  |  |  | REV. | DATE | DESCRIPTION | BY | CKD. BY |  |  |  |  |  |  |  |  |  |  |  | <b>9960</b> |  |
| FIGURE NUMBER   |        |               | WEIGHT POUNDS |         | VOLUME CUBIC FEET |  | FIGURE NUMBER |  |  |  |  |          |  |               |  |  |               |  |                   |  |               |  |   |        |               |     |    |  |  |  |  |      |      |             |    |         |  |  |  |  |  |  |  |  |  |  |  |             |  |
| A   | 4-5-16 | Revised Title | TBW           | PJ      |                   |  |               |  |  |  |  |          |  |               |  |  |               |  |                   |  |               |  |   |        |               |     |    |  |  |  |  |      |      |             |    |         |  |  |  |  |  |  |  |  |  |  |  |             |  |
| REV.  | DATE   | DESCRIPTION   | BY            | CKD. BY |                   |  |               |  |  |  |  |          |  |               |  |  |               |  |                   |  |               |  |   |        |               |     |    |  |  |  |  |      |      |             |    |         |  |  |  |  |  |  |  |  |  |  |  |             |  |
|   |        |               |               |         |                   |  | <b>9960</b>   |  |  |  |  |          |  |               |  |  |               |  |                   |  |               |  |   |        |               |     |    |  |  |  |  |      |      |             |    |         |  |  |  |  |  |  |  |  |  |  |  |             |  |

| D<br>SMITH®<br>JAY R.<br>SMITH MFG. CO.®<br>MEMBER OF MORRIS GROUP INTERNATIONAL<br>POST OFFICE BOX 3237<br>MONTGOMERY, ALABAMA 36109-0237 (USA)<br>TEL: 334-277-8520 FAX: 334-272-7396 www.jrsmith.com   |  | PDI<br>INSTITUTE<br>MEMBER OF:<br>ASPEI<br>ASPEI<br>ASPEI   |                          | LOCATION             |  |                        |                         |       |                      |       |                                  |             |        |      |     |       |      |     |                      |        |      |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |         |       |     |       |       |     |                       |         |       |     |       |       |     |                        |         |       |     |       |       |     |                        |          |       |     |      |       |     |                       |
|---|--|---|--------------------------|----------------------|--|------------------------|-------------------------|-------|----------------------|-------|----------------------------------|-------------|--------|------|-----|-------|------|-----|----------------------|--------|------|-----|-------|-------|-----|-----------------------|--------|-------|-----|-------|-------|-----|-----------------------|---------|-------|-----|------|-------|-----|----------------------|--------|-------|-----|-------|-------|-----|-----------------------|--------|-------|-----|-------|-------|-----|-----------------------|--------|-------|-----|-------|-------|-----|-----------------------|---------|-------|-----|------|-------|-----|----------------------|--------|-------|-----|-------|-------|-----|-----------------------|--------|-------|-----|-------|-------|-----|-----------------------|--------|-------|-----|-------|-------|-----|-----------------------|---------|-------|-----|------|-------|-----|----------------------|---------|-------|-----|-------|-------|-----|-----------------------|---------|-------|-----|-------|-------|-----|------------------------|---------|-------|-----|-------|-------|-----|------------------------|----------|-------|-----|------|-------|-----|-----------------------|
|   |  |   |                          | D                    |  |                        |                         |       |                      |       |                                  |             |        |      |     |       |      |     |                      |        |      |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |         |       |     |       |       |     |                       |         |       |     |       |       |     |                        |         |       |     |       |       |     |                        |          |       |     |      |       |     |                       |
| 9960-BS   | WE CAN ASSUME NO RESPONSIBILITY FOR USE OF SUPERSEDED OR VOID DATA | 9960 ZIP TRENCH™  |                          |                      |  |                        |                         |       |                      |       |                                  |             |        |      |     |       |      |     |                      |        |      |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |         |       |     |       |       |     |                       |         |       |     |       |       |     |                        |         |       |     |       |       |     |                        |          |       |     |      |       |     |                       |
|   |  | DATE:<br>3-8-16   | SCALE:<br>A              | SIZE:<br>A           | DRAWING NUMBER<br>9960-BS  |                        |                         |       |                      |       |                                  |             |        |      |     |       |      |     |                      |        |      |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |         |       |     |       |       |     |                       |         |       |     |       |       |     |                        |         |       |     |       |       |     |                        |          |       |     |      |       |     |                       |
|   |  | Heavy Duty DIN 19580 Load Class C:<br>56,000 lbs - 1,162 psi. For commercial<br>pneumatic tire traffic patterns, forklifts<br>and tractor trailers.                         |                          |                      |  |                        |                         |       |                      |       |                                  |             |        |      |     |       |      |     |                      |        |      |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |         |       |     |       |       |     |                       |         |       |     |       |       |     |                        |         |       |     |       |       |     |                        |          |       |     |      |       |     |                       |
|   |  | <input type="checkbox"/> Galv. steel mesh grate (309.56 sq. in.) 1 meter  |                          |                      |  |                        |                         |       |                      |       |                                  |             |        |      |     |       |      |     |                      |        |      |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |         |       |     |       |       |     |                       |         |       |     |       |       |     |                        |         |       |     |       |       |     |                        |          |       |     |      |       |     |                       |
|   |  | <input type="checkbox"/> Galv. steel mesh grate (157.62 sq. in.) 1/2 meter  |                          |                      |  |                        |                         |       |                      |       |                                  |             |        |      |     |       |      |     |                      |        |      |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |         |       |     |       |       |     |                       |         |       |     |       |       |     |                        |         |       |     |       |       |     |                        |          |       |     |      |       |     |                       |
|   |  | <input type="checkbox"/> Perforated galv. steel grate (78.00 sq. in.) 1 meter   |                          |                      |  |                        |                         |       |                      |       |                                  |             |        |      |     |       |      |     |                      |        |      |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |         |       |     |       |       |     |                       |         |       |     |       |       |     |                        |         |       |     |       |       |     |                        |          |       |     |      |       |     |                       |
|   |  | <input type="checkbox"/> Perforated galv. steel grate (39.00 sq. in.) 1/2 meter   |                          |                      |  |                        |                         |       |                      |       |                                  |             |        |      |     |       |      |     |                      |        |      |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |         |       |     |       |       |     |                       |         |       |     |       |       |     |                        |         |       |     |       |       |     |                        |          |       |     |      |       |     |                       |
|   |  | <input type="checkbox"/> Stainless steel mesh grate (309.56 sq. in.) 1 meter  |                          |                      |  |                        |                         |       |                      |       |                                  |             |        |      |     |       |      |     |                      |        |      |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |         |       |     |       |       |     |                       |         |       |     |       |       |     |                        |         |       |     |       |       |     |                        |          |       |     |      |       |     |                       |
|   |  | <input type="checkbox"/> Stainless steel mesh grate (157.62 sq. in.) 1/2 meter  |                          |                      |  |                        |                         |       |                      |       |                                  |             |        |      |     |       |      |     |                      |        |      |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |         |       |     |       |       |     |                       |         |       |     |       |       |     |                        |         |       |     |       |       |     |                        |          |       |     |      |       |     |                       |
|   |  | <input type="checkbox"/> Perforated stainless steel grate (78.00 sq. in.) 1 meter   |                          |                      |  |                        |                         |       |                      |       |                                  |             |        |      |     |       |      |     |                      |        |      |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |         |       |     |       |       |     |                       |         |       |     |       |       |     |                        |         |       |     |       |       |     |                        |          |       |     |      |       |     |                       |
|   |  | <input type="checkbox"/> Perforated stainless steel grate (39.00 sq. in.) 1/2 meter   |                          |                      |  |                        |                         |       |                      |       |                                  |             |        |      |     |       |      |     |                      |        |      |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |         |       |     |       |       |     |                       |         |       |     |       |       |     |                        |         |       |     |       |       |     |                        |          |       |     |      |       |     |                       |
|   |  | Extra Heavy Duty, DIN 19580 Class E:<br>135,000 lbs - 2,788 psi. For commercial solid<br>tire traffic patterns, forklifts and impacts from<br>steel struts or metal wheels. |                          |                      |  |                        |                         |       |                      |       |                                  |             |        |      |     |       |      |     |                      |        |      |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |         |       |     |       |       |     |                       |         |       |     |       |       |     |                        |         |       |     |       |       |     |                        |          |       |     |      |       |     |                       |
| <input type="checkbox"/> Ductile iron slotted grate (87.87 sq. in.) 1/2 meter   |  |   |                          |                      |  |                        |                         |       |                      |       |                                  |             |        |      |     |       |      |     |                      |        |      |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |         |       |     |       |       |     |                       |         |       |     |       |       |     |                        |         |       |     |       |       |     |                        |          |       |     |      |       |     |                       |
| <input type="checkbox"/> Ductile iron ADA slotted grate (58.00 sq. in.) 1/2 meter   |  |   |                          |                      |  |                        |                         |       |                      |       |                                  |             |        |      |     |       |      |     |                      |        |      |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |         |       |     |       |       |     |                       |         |       |     |       |       |     |                        |         |       |     |       |       |     |                        |          |       |     |      |       |     |                       |
| HYDRAULIC CAPACITY AND DEEP END DEPTHS 9960 SYSTEM  |  |   |                          |                      |  |                        |                         |       |                      |       |                                  |             |        |      |     |       |      |     |                      |        |      |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |         |       |     |       |       |     |                       |         |       |     |       |       |     |                        |         |       |     |       |       |     |                        |          |       |     |      |       |     |                       |
| <table border="1"> <thead> <tr> <th>Channel Number</th> <th>Shallow End Invert Inch</th> <th>Slope</th> <th>Deep End Invert Inch</th> <th>Slope</th> <th>Single Channel Est. CFS Est. GPM</th> <th>Weight Lbs.</th> </tr> </thead> <tbody> <tr><td>9960-1</td><td>7.56</td><td>192</td><td>1.07%</td><td>8.81</td><td>224</td><td>1.07% 1.85 830 76.00</td></tr> <tr><td>9960-2</td><td>8.81</td><td>224</td><td>1.07%</td><td>10.06</td><td>256</td><td>1.07% 2.68 1205 79.00</td></tr> <tr><td>9960-3</td><td>10.08</td><td>256</td><td>1.07%</td><td>11.31</td><td>287</td><td>1.07% 3.13 1407 81.00</td></tr> <tr><td>9960-3N</td><td>11.31</td><td>287</td><td>0.0%</td><td>11.31</td><td>287</td><td>0.0% 3.13 1407 81.00</td></tr> <tr><td>9960-4</td><td>11.31</td><td>287</td><td>1.07%</td><td>12.56</td><td>319</td><td>1.07% 3.92 1760 83.00</td></tr> <tr><td>9960-5</td><td>12.56</td><td>319</td><td>1.07%</td><td>13.81</td><td>351</td><td>1.07% 4.43 1990 86.00</td></tr> <tr><td>9960-6</td><td>13.81</td><td>351</td><td>1.07%</td><td>15.06</td><td>383</td><td>1.07% 4.94 2220 89.00</td></tr> <tr><td>9960-6N</td><td>15.06</td><td>383</td><td>0.0%</td><td>15.06</td><td>383</td><td>0.0% 4.94 2220 89.00</td></tr> <tr><td>9960-7</td><td>15.06</td><td>383</td><td>1.07%</td><td>16.31</td><td>414</td><td>1.07% 5.46 2450 92.00</td></tr> <tr><td>9960-8</td><td>16.31</td><td>414</td><td>1.07%</td><td>17.56</td><td>446</td><td>1.07% 5.97 2680 94.00</td></tr> <tr><td>9960-9</td><td>17.56</td><td>446</td><td>1.07%</td><td>18.81</td><td>478</td><td>1.07% 6.48 2910 97.00</td></tr> <tr><td>9960-9N</td><td>18.81</td><td>478</td><td>0.0%</td><td>18.81</td><td>478</td><td>0.0% 6.48 2910 97.00</td></tr> <tr><td>9960-10</td><td>18.81</td><td>478</td><td>1.07%</td><td>20.06</td><td>510</td><td>1.07% 7.00 3140 99.00</td></tr> <tr><td>9960-11</td><td>20.06</td><td>510</td><td>1.07%</td><td>21.31</td><td>541</td><td>1.07% 7.51 3370 103.00</td></tr> <tr><td>9960-12</td><td>21.31</td><td>541</td><td>1.07%</td><td>22.56</td><td>573</td><td>1.07% 8.00 3600 106.00</td></tr> <tr><td>9960-12N</td><td>22.56</td><td>573</td><td>0.0%</td><td>22.56</td><td>573</td><td>0.0% 8.00 3600 106.00</td></tr> </tbody> </table> |  |   |                          |                      |  | Channel Number         | Shallow End Invert Inch | Slope | Deep End Invert Inch | Slope | Single Channel Est. CFS Est. GPM | Weight Lbs. | 9960-1 | 7.56 | 192 | 1.07% | 8.81 | 224 | 1.07% 1.85 830 76.00 | 9960-2 | 8.81 | 224 | 1.07% | 10.06 | 256 | 1.07% 2.68 1205 79.00 | 9960-3 | 10.08 | 256 | 1.07% | 11.31 | 287 | 1.07% 3.13 1407 81.00 | 9960-3N | 11.31 | 287 | 0.0% | 11.31 | 287 | 0.0% 3.13 1407 81.00 | 9960-4 | 11.31 | 287 | 1.07% | 12.56 | 319 | 1.07% 3.92 1760 83.00 | 9960-5 | 12.56 | 319 | 1.07% | 13.81 | 351 | 1.07% 4.43 1990 86.00 | 9960-6 | 13.81 | 351 | 1.07% | 15.06 | 383 | 1.07% 4.94 2220 89.00 | 9960-6N | 15.06 | 383 | 0.0% | 15.06 | 383 | 0.0% 4.94 2220 89.00 | 9960-7 | 15.06 | 383 | 1.07% | 16.31 | 414 | 1.07% 5.46 2450 92.00 | 9960-8 | 16.31 | 414 | 1.07% | 17.56 | 446 | 1.07% 5.97 2680 94.00 | 9960-9 | 17.56 | 446 | 1.07% | 18.81 | 478 | 1.07% 6.48 2910 97.00 | 9960-9N | 18.81 | 478 | 0.0% | 18.81 | 478 | 0.0% 6.48 2910 97.00 | 9960-10 | 18.81 | 478 | 1.07% | 20.06 | 510 | 1.07% 7.00 3140 99.00 | 9960-11 | 20.06 | 510 | 1.07% | 21.31 | 541 | 1.07% 7.51 3370 103.00 | 9960-12 | 21.31 | 541 | 1.07% | 22.56 | 573 | 1.07% 8.00 3600 106.00 | 9960-12N | 22.56 | 573 | 0.0% | 22.56 | 573 | 0.0% 8.00 3600 106.00 |
| Channel Number  | Shallow End Invert Inch  | Slope   | Deep End Invert Inch     | Slope                | Single Channel Est. CFS Est. GPM                                     | Weight Lbs.            |                         |       |                      |       |                                  |             |        |      |     |       |      |     |                      |        |      |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |         |       |     |       |       |     |                       |         |       |     |       |       |     |                        |         |       |     |       |       |     |                        |          |       |     |      |       |     |                       |
| 9960-1  | 7.56   | 192   | 1.07%                    | 8.81                 | 224  | 1.07% 1.85 830 76.00   |                         |       |                      |       |                                  |             |        |      |     |       |      |     |                      |        |      |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |         |       |     |       |       |     |                       |         |       |     |       |       |     |                        |         |       |     |       |       |     |                        |          |       |     |      |       |     |                       |
| 9960-2  | 8.81   | 224   | 1.07%                    | 10.06                | 256  | 1.07% 2.68 1205 79.00  |                         |       |                      |       |                                  |             |        |      |     |       |      |     |                      |        |      |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |         |       |     |       |       |     |                       |         |       |     |       |       |     |                        |         |       |     |       |       |     |                        |          |       |     |      |       |     |                       |
| 9960-3  | 10.08  | 256   | 1.07%                    | 11.31                | 287  | 1.07% 3.13 1407 81.00  |                         |       |                      |       |                                  |             |        |      |     |       |      |     |                      |        |      |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |         |       |     |       |       |     |                       |         |       |     |       |       |     |                        |         |       |     |       |       |     |                        |          |       |     |      |       |     |                       |
| 9960-3N   | 11.31  | 287   | 0.0%                     | 11.31                | 287  | 0.0% 3.13 1407 81.00   |                         |       |                      |       |                                  |             |        |      |     |       |      |     |                      |        |      |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |         |       |     |       |       |     |                       |         |       |     |       |       |     |                        |         |       |     |       |       |     |                        |          |       |     |      |       |     |                       |
| 9960-4  | 11.31  | 287   | 1.07%                    | 12.56                | 319  | 1.07% 3.92 1760 83.00  |                         |       |                      |       |                                  |             |        |      |     |       |      |     |                      |        |      |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |         |       |     |       |       |     |                       |         |       |     |       |       |     |                        |         |       |     |       |       |     |                        |          |       |     |      |       |     |                       |
| 9960-5  | 12.56  | 319   | 1.07%                    | 13.81                | 351  | 1.07% 4.43 1990 86.00  |                         |       |                      |       |                                  |             |        |      |     |       |      |     |                      |        |      |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |         |       |     |       |       |     |                       |         |       |     |       |       |     |                        |         |       |     |       |       |     |                        |          |       |     |      |       |     |                       |
| 9960-6  | 13.81  | 351   | 1.07%                    | 15.06                | 383  | 1.07% 4.94 2220 89.00  |                         |       |                      |       |                                  |             |        |      |     |       |      |     |                      |        |      |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |         |       |     |       |       |     |                       |         |       |     |       |       |     |                        |         |       |     |       |       |     |                        |          |       |     |      |       |     |                       |
| 9960-6N   | 15.06  | 383   | 0.0%                     | 15.06                | 383  | 0.0% 4.94 2220 89.00   |                         |       |                      |       |                                  |             |        |      |     |       |      |     |                      |        |      |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |         |       |     |       |       |     |                       |         |       |     |       |       |     |                        |         |       |     |       |       |     |                        |          |       |     |      |       |     |                       |
| 9960-7  | 15.06  | 383   | 1.07%                    | 16.31                | 414  | 1.07% 5.46 2450 92.00  |                         |       |                      |       |                                  |             |        |      |     |       |      |     |                      |        |      |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |         |       |     |       |       |     |                       |         |       |     |       |       |     |                        |         |       |     |       |       |     |                        |          |       |     |      |       |     |                       |
| 9960-8  | 16.31  | 414   | 1.07%                    | 17.56                | 446  | 1.07% 5.97 2680 94.00  |                         |       |                      |       |                                  |             |        |      |     |       |      |     |                      |        |      |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |         |       |     |       |       |     |                       |         |       |     |       |       |     |                        |         |       |     |       |       |     |                        |          |       |     |      |       |     |                       |
| 9960-9  | 17.56  | 446   | 1.07%                    | 18.81                | 478  | 1.07% 6.48 2910 97.00  |                         |       |                      |       |                                  |             |        |      |     |       |      |     |                      |        |      |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |         |       |     |       |       |     |                       |         |       |     |       |       |     |                        |         |       |     |       |       |     |                        |          |       |     |      |       |     |                       |
| 9960-9N   | 18.81  | 478   | 0.0%                     | 18.81                | 478  | 0.0% 6.48 2910 97.00   |                         |       |                      |       |                                  |             |        |      |     |       |      |     |                      |        |      |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |         |       |     |       |       |     |                       |         |       |     |       |       |     |                        |         |       |     |       |       |     |                        |          |       |     |      |       |     |                       |
| 9960-10   | 18.81  | 478   | 1.07%                    | 20.06                | 510  | 1.07% 7.00 3140 99.00  |                         |       |                      |       |                                  |             |        |      |     |       |      |     |                      |        |      |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |         |       |     |       |       |     |                       |         |       |     |       |       |     |                        |         |       |     |       |       |     |                        |          |       |     |      |       |     |                       |
| 9960-11   | 20.06  | 510   | 1.07%                    | 21.31                | 541  | 1.07% 7.51 3370 103.00 |                         |       |                      |       |                                  |             |        |      |     |       |      |     |                      |        |      |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |         |       |     |       |       |     |                       |         |       |     |       |       |     |                        |         |       |     |       |       |     |                        |          |       |     |      |       |     |                       |
| 9960-12   | 21.31  | 541   | 1.07%                    | 22.56                | 573  | 1.07% 8.00 3600 106.00 |                         |       |                      |       |                                  |             |        |      |     |       |      |     |                      |        |      |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |         |       |     |       |       |     |                       |         |       |     |       |       |     |                        |         |       |     |       |       |     |                        |          |       |     |      |       |     |                       |
| 9960-12N  | 22.56  | 573   | 0.0%                     | 22.56                | 573  | 0.0% 8.00 3600 106.00  |                         |       |                      |       |                                  |             |        |      |     |       |      |     |                      |        |      |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |         |       |     |       |       |     |                       |         |       |     |       |       |     |                        |         |       |     |       |       |     |                        |          |       |     |      |       |     |                       |
| Note: Channel flow rates based on channels less grates and open ended.  |  |   |                          |                      |  |                        |                         |       |                      |       |                                  |             |        |      |     |       |      |     |                      |        |      |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |         |       |     |       |       |     |                       |         |       |     |       |       |     |                        |         |       |     |       |       |     |                        |          |       |     |      |       |     |                       |
| D<br>C<br>B<br>A  | 4-20-17<br>1-4-16<br>5-11-16<br>4-5-16                             | Revised Table<br>Revised Table<br>Revised Free Area<br>Revised Title  | TBW<br>TBW<br>TBW<br>TBW | PJ<br>PJ<br>PJ<br>PJ | WEIGHT<br>POUNDS<br>VOLUME<br>CUBIC FEET<br>FIGURE NUMBER<br>9960-BS |                        |                         |       |                      |       |                                  |             |        |      |     |       |      |     |                      |        |      |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |         |       |     |       |       |     |                       |         |       |     |       |       |     |                        |         |       |     |       |       |     |                        |          |       |     |      |       |     |                       |
| FIGURE<br>NUMBER  | REV.   | DATE  | DESCRIPTION              | BY                   | CKD. BY  |                        |                         |       |                      |       |                                  |             |        |      |     |       |      |     |                      |        |      |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |        |       |     |       |       |     |                       |         |       |     |      |       |     |                      |         |       |     |       |       |     |                       |         |       |     |       |       |     |                        |         |       |     |       |       |     |                        |          |       |     |      |       |     |                       |

ZIP TRENCH



## COMMERCIAL CONTRACT TERMINATION NOTICE

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.  
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TO: Clark C. Shofner ,  Buyer  Seller

FROM: Jefferson County Texas ,  Buyer  Seller

RE: The contract concerning the Property at 17.97 Acres on Viterbo Road ,

dated March 25, 2019 (effective date of contract).

Check all that apply.

- A. Buyer notifies Seller that Buyer terminates the contract in accordance with Paragraph 7B of the contract and requests the escrow agent to refund the earnest money to Buyer in accordance with the terms of the contract.
- B. The contract is terminated in accordance with Paragraph 6.B. of the contract.
- C. Attached to this notice is a release of earnest money executed by the undersigned instructing the escrow agent to release the earnest money. (Attach TXR-1904 Release of Earnest Money or other form.)
- (1) After you and your broker (if applicable) sign the release, please return it to the following person who will deliver it to the escrow agent and request that the escrow agent disburse the earnest money accordingly:

Name: Lee Y. Wheeler, III

Address: 400 Neches Street, Beaumont, TX. 77701

- (2) You may deliver the release to the escrow agent and request the escrow agent to disburse the earnest money accordingly.

- D. Other: Seller terminates based on Buyer being in default in accordance with Paragraph 6.B. by not completing and delivering a copy of the survey within 45 days of the Effective Date of the Contract.

By: Jefferson County Texas

By (signature): \_\_\_\_\_

Printed Name: Jeff R. Branick

Title: County Judge Date: \_\_\_\_\_

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

By (signature): \_\_\_\_\_

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

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



## RELEASE OF EARNEST MONEY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.  
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### RELEASE OF EARNEST MONEY BETWEEN THE UNDERSIGNED BUYER AND SELLER CONCERNING THE PROPERTY AT

17.97 Acres on Viterbo Road, ,

**NOTICE:** This form provides for the release of the parties, brokers, and title companies from all liability under the contract (not just for disbursement of earnest money). Do not sign this form if it is not your intention to release all the persons signing this form from all liability under the contract. **READ THIS RELEASE CAREFULLY.** If you do not understand the effect of this release, consult your attorney **BEFORE** signing.

- A. The undersigned Buyer and Seller release each other, any broker, title company, and escrow agent from any and all liability under the aforementioned contract.
- B. The undersigned direct Texas Regional Title Company (escrow agent) to disburse the earnest money as follows:

\$ 2,000.00 to Jefferson County Texas  
 \$ 500.00 to Wheeler Commercial  
 \$ \_\_\_\_\_ to \_\_\_\_\_  
 \$ \_\_\_\_\_ to \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_

Buyer Clark C. Shofner Date \_\_\_\_\_  
 Address: 14103 FM 777  
Jasper, TX 75951-7377

Seller Jeff R. Branick Date \_\_\_\_\_  
 Address: 1149 Pearl Street, 1st FL  
Beaumont, TX 77701

Other/Cooperating Broker \_\_\_\_\_

KenWheel, Inc dba Wheeler Commercial  
 Broker Listing/Principal Broker

By \_\_\_\_\_ Date \_\_\_\_\_

By \_\_\_\_\_ Date \_\_\_\_\_

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

Address: 400 Neches  
Beaumont, TX 77701

(TXR-1904) 2-6-02

Page 1 of 1



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

---

1149 Pearl Street, Beaumont, TX 77701      Phone: 409-835-8593 Fax: 409-835-8456

**MEMORANDUM**

To: Commissioners' Court

From: Deborah Clark  
Purchasing Agent

Date: July 18, 2019

Re: Disposal of Salvage Property

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

Thank you.

JEFFERSON COUNTY, TEXAS  
1149 PEARL STREET  
BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY

July 22, 2019

| DEPARTMENT                              | DESCRIPTION OF PROPERTY           | SERIAL NO.      | ASSET NO. |
|---|-----------------------------------|-----------------|-----------|
| AGRCULTURE                              | HP LASERJET 4250 PRINTER          |                 | 32910     |
| <i>contact person: Jennifer Coleman</i> |                                   |                 |           |
| CRIME LAB                               | ZEBRA LABEL PRINTER               |                 | 33436     |
| <i>contact person: Emily Esquivel</i>   |                                   |                 |           |
| COMMUNITY SUPERVISION P.A.              | DELL OPTIPLEX 7010 PC             |                 | 34324     |
| COMMUNITY SUPERVISION P.A.              | DELL OPTIPLEX 7010 PC             |                 | 35707     |
| <i>contact person: Kristin Richard</i>  |                                   |                 |           |
| COUNTY JUDGE                            | 3 BOXES LAW BOOKS                 |                 |           |
| <i>contact person: Sylvia Moore</i>     |                                   |                 |           |
| DISTRICT CLERK                          | SHREDDER                          |                 | 26651     |
| <i>contact person: Christina Clubb</i>  |                                   |                 |           |
| 252nd DISTRICT COURT                    | PRISONER SHOCK BELT W/TRANSMITTER |                 | 30902     |
| <i>contact person: Sylvia Moore</i>     |                                   |                 |           |
| JUVENILE PROBATION                      | HOT WATER HEATER                  |                 |           |
| JUVENILE PROBATION                      | ICE MACHINE                       |                 | 980120505 |
| <i>contact person: Dennis Copeland</i>  |                                   |                 |           |
| HEALTH & WELFARE I                      | BROTHER FAX MACHINE               | U61639F6J613541 |           |
| HEALTH & WELFARE I                      | BROTHER FAX MACHINE               | U60283M4V540824 |           |
| <i>contact person: Rachel Dragulski</i> |                                   |                 |           |
| TAX OFFICE                              | HP OFFICE JET PRO 8100 PRINTER    | CN55CR1V2Y3     |           |
| TAX OFFICE                              | FELLOWES PS-65C PAPER SHREDDER    |                 |           |
| TAX OFFICE                              | BLUE OFFICE CHAIR                 |                 |           |
| <i>contact person: Cheryl Ellis</i>     |                                   |                 |           |

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

**AGENDA ITEM****July 22, 2019**

Receive and file Commercial Development Land Lease Agreement (LaBrie-1) between Jefferson County, Texas and Mid-County Plaza, LLC regarding development of property at the Jack Brooks Regional Airport.

|                     |   |                                 |
|---------------------|---|---------------------------------|
| The State of Texas  | § | Commercial Development          |
| County of Jefferson | § | Land Lease Agreement (LaBrie-1) |

This is a lease agreement (herein "Agreement" and/or "Lease"), made as of July 1, 2019, by and between **Jefferson County, Texas**, ("LESSOR" or "LANDLORD"), a political subdivision of the state of Texas, and **Mid-County Plaza, LLC**, ("LESSEE" or "TENANT") being a limited liability company formed under the laws of the State of Texas, and as such, authorized to do business in Jefferson County, Texas.

#### Recitals

WHEREAS, Jefferson County (herein sometimes the "County"), a political subdivision of the State of Texas, herein sometimes also referred to as "LANDLORD" or "LESSOR", is the LESSOR and operator of the Jack Brooks Regional Airport (herein the "Airport") and certain property adjacent to the Airport described more particularly in Exhibit "A" (herein the "**Development Property**") attached hereto and incorporated herein for all purposes, all of which property is subject to various rules, regulations and limitations as to use imposed by the Federal Aviation Administration ("FAA"); and

WHEREAS, Mid-County Plaza, LLC., herein sometimes referred to as "LESSEE" and/or "TENANT", is in the business of real estate development and incident to same, has expressed a desire to ground lease the Development Property from Landlord, for the express purpose of developing, constructing and operating, whether directly or through subtenants, certain improvements to and upon the property, including certain building improvements, all as detailed more particularly hereinafter, which overall building and other improvements to be constructed by or through the Tenant as part of the development master plan described more particularly in Exhibit "A", with same being referred to herein as the "**Development**".

In consideration of the mutual covenants herein contained, LANDLORD and TENANT enter into the following ground lease agreement, herein called the "Lease", subject to the terms, conditions and limitations detailed hereinafter.

#### Terms

1. **Demised Premises.** Jefferson County, as LESSOR, hereby lets to LESSEE and LESSEE hereby leases from LESSOR, on an exclusive basis, that certain tract of land within the Development Property, which specific tract is generally described in Phase I of Exhibit "A" containing **46,895** square feet more or less detailed in Phase I of Exhibit "A" attached, located at the Airport; together with the right to use and enjoy all improvements, rights and appurtenances thereon, whether existing or constructed or to be constructed, referred to herein as the "**Property**", "**Leased Premises**" and/or "**Demised Premises**." The final actual square footage of the Property shall be determined jointly by and between LESSOR and LESSEE (and/or third party professionals retained and/or approved by the undersigned parties), with the final description, to include detailed determination of the actual square

footage of the tract, which final description is to be evidenced by a post effective date exhibit (to be attached hereto upon completion as Exhibit "C"), with said exhibit to be approved by both parties, and with such approval being evidenced by the execution of the final form of Exhibit "B" by authorized representatives of both LESSOR and LESSEE. Reference to the term "**Property**" and/or "**Leased Premises**" hereinafter shall refer to the property described more particularly in either or both Exhibit "A", and upon completion of same, Exhibit "B".

Any public roads or private roads that may be dedicated for public use in the future erected, installed, or placed within the demised premises, including the appropriate easements, will be excluded from the rental calculation. All roads, public or private, must meet Jefferson County standards and approved in writing by the Airport, with said approval not to be unreasonably withheld.

Landscaped areas are excluded from rental calculation as long as said areas are used for landscaping and add to the overall aesthetics and curb appeal of the airport and improvements.

Subject to and with the benefit of the terms, covenants, and conditions of this Lease, the LANDLORD hereby demises and leases to TENANT, and TENANT hereby takes and leases from LANDLORD, the Property (herein also the "**Demised Premises**"), to have and to hold exclusively during the Lease term of this Lease.

2. Development/LaBrie-1. The development contemplated by Lessee, as detailed more particularly hereinafter, is to include commercial development, subject to all applicable FAA regulations as well as all County building codes and regulations, which improvements to be constructed are to be described in Exhibit "C", a post execution exhibit, to be attached hereto, **after approval by the LESSOR.**
3. Right of Flight Reservation. LESSOR, for itself, other lessees and tenants of the County and/or the Airport as well as for its permittees, invitees, successors and assigns, reserves the right of flight for the passage of all types of aircraft now in existence or hereafter created above the Development Property, to include, without reservation, the Property. LESSOR, its consignees, additional lessees and tenants of the Airport, and its permittees, licensees, successors and assigns, shall likewise be entitled to cause such noise, smoke, vapors, sound effects and other distractions as may be reasonably inherent in landing at, taking off from, or operation of aircraft on, above or upon the Airport.
4. Inspection Period. Tenant will be provided a period to complete inspections and evaluations of the Property (herein the "**Inspection Period**"), with said Inspection Period to terminate **NINETY (90) days** from the date hereof. Tenant and its agents and representatives shall be authorized to go upon the Development Property, including the Property/Demised Premises made the basis of this Agreement, at all reasonable times to inspect the condition of the Property, perform surveys, evaluations, inspections and testing, determine the status and/or availability of utilities and access, conduct zoning investigations, feasibility studies and other studies or tests that Tenant, and/or its lenders

(if any) may deem necessary or appropriate to determine if, in Tenant's sole discretion, the Demised Premises are suitable for Tenant's intended use. **Tenant may terminate, with or without cause, this Lease, WITHOUT FURTHER OBLIGATION, prior to 5:00 P.M., Beaumont, Texas time on the date the Inspection Period terminates. IF TENANT DOES NOT TERMINATE THIS LEASE, AS PROVIDED HEREIN, TENANT SHALL BE OBLIGATED TO COMMENCE ACTUAL CONSTRUCTION OF THE IMPROVEMENTS WITHIN 90 DAYS OF THE EXPIRATION OF THE INSPECTION PERIOD.**

5. **Effective Date/Base Rent Effective Date.** The effective date of this lease shall be the date of execution by the last to execute of either Tenant or Landlord.

The effective date upon which Base Rent shall commence shall be on the EARLIER of

- (i) the date the LESSEE completes construction of the **improvements** to be detailed in Exhibit "A" (*which construction shall be prosecuted with all reasonable diligence*) and receives its certificate of occupancy related to same; or
- (ii) twelve (12) months from the date the inspection period expires as referenced in Section 4.

6. **Original Term.** The initial term of this lease shall be for a period of 588 calendar months (49 years), plus the partial month, if any, following the effective date of this lease, unless sooner terminated or extended by virtue of a provision herein.

7. **Hold Over Tenant.** If TENANT remains in possession of the Demised Premises after the expiration of the Original Term, TENANT shall be deemed to be occupying the Demised Premises as a tenant at sufferance, on a month-to-month basis, with base rent during said holding over period accruing at a minimum of one hundred and twenty-five percent (125%) of the Base Rent herein specified (prorated on a monthly basis), subject to all conditions, provisions and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy at sufferance.

8. **Base Rent.** As rent for the premises and the Lessee's right and privileges hereunder, the Lessee agrees to pay the Lessor in accordance with the following schedule:

| Term / Years | Annual Base Rent (SqFt) | Annual Base Rent |
|--------------|-------------------------|------------------|
| 1-5          | \$ 0.2000               | \$ 9,379.00      |
| 6-10         | \$ 0.2100               | \$ 9,847.95      |
| 11-15        | \$ 0.2205               | \$ 10,340.35     |
| 16-20        | \$ 0.2315               | \$ 10,857.36     |
| 21-25        | \$ 0.2431               | \$ 11,400.23     |
| 26-30        | \$ 0.2553               | \$ 11,970.24     |
| 31-35        | \$ 0.2680               | \$ 12,568.76     |
| 36-40        | \$ 0.2814               | \$ 13,197.19     |
| 41-45        | \$ 0.2955               | \$ 13,857.05     |
| 46-49        | \$ 0.3103               | \$ 14,549.91     |

for the exclusive use of the DEMISED PREMISES. Rents shall be paid in monthly installments, in advance, on the first day of each month, in a sum equal to 1/12 of such annual base rent. Rental installments not paid by the fifteenth (15th) day of the month in which due shall bear interest from the fifteenth day of the month due until paid at the rate of 10% per annum.

Base rent detailed herein is based upon an estimated final square foot size of **46,895 square feet**. The base rent will be adjusted as necessary to comply with the final actual square foot determined by surveyors retained to determine the Legal Description of the Property, which final determination shall be attached to this Lease as Exhibit "B" as detailed herein above.

9. Commencement of Rent. Rental payments as provided above shall be payable on but not before the Base Rent effective date of this lease as determined in Section 6 hereof.
10. Adjustment of Rent. The rent shall be adjusted as set forth in herein above.
11. Exhibits. The following exhibits are attached to and made a part of this Lease for all purposes:
  - Exhibit A. Plot plan and location of the Development Property;
  - Exhibit B. Legal Descriptions of Demised Premises in final form;
  - Exhibit C. Description of Improvements in final form
    - i. TENANT agrees to provide plans to include underground utilities and connections as well as any in-ground retention or other subsurface addition by Tenant.
12. Restrictions Affecting the Demised Premises. LANDLORD represents and warrants that there are no easements, covenants, conditions or restrictions affecting the Demised Premises that (i) are in conflict with any provision of this Lease or (ii) require the consent or approval of this Lease or any provision contained herein by any third party other than the FAA as previously disclosed to Tenant. Landlord shall be responsible for acquisition of approvals as may be necessary from the FAA. Entrances to the Development and access routes to the Demised Premises shall not be closed or materially rearranged during the lease term unless necessary for maintenance of infrastructure or airport operations.
13. Construction of the Demised Premises. The improvements constructed by TENANT or TENANT's lessees on the Demised Premises ("Tenant's Improvements") shall be constructed and shall be and remain the property of TENANT or TENANT's lessees, as applicable. Upon the expiration of the Terms or Renewal Terms hereof, the Tenant's Improvements shall be deemed the property of and owned by LANDLORD. In the event TENANT fails to commence construction of the improvements contemplated by Exhibit "C" on or before 270 days after the date TENANT obtains all necessary governmental approvals and third-party financing, at the option of the LANDLORD,
  - a. LANDLORD, or its assignees, may sue for specific performance to enforce this Lease,

including TENANT's obligation to construct the improvements, or;

- b. Landlord may be authorized, in its sole discretion, to terminate the Lease as of such time and TENANT's Security Deposit, if any, shall be deemed forfeited and paid to LANDLORD and all obligations of this Lease, save and except those specifically intended to survive, shall terminate and be of no further force or effect.
14. Taxes. LESSEE agrees to pay any taxes or special assessments that may be levied against the Demised Premises, the leasehold interest, and Tenants improvements constructed thereon, by any taxing unit or entity, whether levied against LESSOR or LESSEE, and LESSEE further agrees to hold LESSOR harmless from any claims or liens in connection with any such tax or special assessment attributable to the leased premises. For purposes of clarity and notwithstanding anything to the contrary in this Lease, TENANT shall be responsible to pay the portion of the taxes levied against the improvements on the Premises only. If the improvements on the Premises are assessed with some other portion of the Development for the purpose of taxes, then until the improvements on the Premises is separately assessed Tenant shall pay a pro rata share of the taxes determined by multiplying the taxes for the entire Development by a fraction, the numerator of which is the number of square feet of enclosed floor area in the Premises and the denominator of which is the total number of square feet of gross leasable area in the Development. LESSEE agrees that it shall make its best efforts in any re-appraisal of the improvements on the Premises such that only the improvement that is then being developed shall be subject to taxes. Tenant may in good faith, by appropriate proceedings and at Tenant's expense, contest any taxes for which Tenant is liable under this Lease or any valuation of property on which such taxes are based. Where such procedure is provided for by law, Tenant may pay any contested taxes under protest or into the registry of the court of competent jurisdiction. Any documents required to enable Tenant to effect the foregoing shall be executed and delivered by Landlord on reasonable demand by Tenant.
15. Plans and Specifications. Exhibit "C" (whether attached now or sometime prior to commencement of construction of the improvements contemplated by this Lease, **the final form of which exhibit and the construction contemplated by same shall bear evidence of prior approval by the Landlord**), whether attached now to later, shall detail the specific final Plans and Specifications for the construction.
16. Indemnity. LESSEE shall include in all construction contracts entered into by it, in connection with any or all of the construction work related to the Development contemplated by this Lease, appropriate provisions requiring all contractors, their subcontractors and on-site vendors, to indemnify, hold harmless, defend and insure Jefferson County, the Airport and all of the foregoing parties officials, agents and employees against the risk of death, injury, or damage to persons or property, arising out of or in connection with the performance of any or all of such construction work and/or services provided in connection with, directly or indirectly, the Development.

LESSEE shall require all contractors to furnish liability insurance, including contractual

indemnity coverage, in an amount not less than the maximum dollar amount of recovery permitted against a county by the Texas Tort Claims Act as it now exists or may be hereafter amended. LESSEE shall provide evidence to LESSOR of its compliance with this section prior to commencement of any construction related to the Development, including, without limitation, the construction contemplated by this Lease. LESSEE covenants and agrees to hold LESSOR free and harmless from loss from each and every claim and demand of whatever nature, including but not limited to fines, assessments, fees and attorney's fees, made on behalf of or by any third person or persons, for any wrongful act or omission on the part of LESSEE, LESSEE's contractors and/or their respective agents, servants, officers, directors, and employees, and from all loss and damages to any third person or persons by reason of such acts or omissions.

17. Workmanship. The LESSEE further covenants that all construction work related directly or indirectly to the Development, including without limitation construction contemplated by **Exhibit "C"** made the basis of this Lease, will be performed by it or its contractors, including all workmanship or materials, such that same will be of first class quality.

18. Utility Connections. LESSEE, at its own expense, shall construct utility connections such as it may desire from utility lines or pipelines in existence on the airport property or from outside the Airport following existing roads or easements, unless express authority for deviation from existing roads or easements is given to it by the Commissioners Court.. The deviation authority and additional easements will be granted by LESSOR, if needed by the LESSEE to achieve economy or convenience.

LESSEE will be responsible for the installation of any sanitary sewer system, including sanitary grinder pump system(s) that may be required at LESSEE's sole cost. Should the pump system fail, or any other part of the sanitary system not under the responsibility of the appropriate entity who is responsible for receiving waste water, LESSEE will be responsible for the cost of maintenance and or replacement of such pump and system throughout the duration of the terms of this lease.

19. Certificate of Completion. When the construction hereinabove provided for has been completed, the LESSEE shall, within a reasonable time thereafter, deliver to the LESSOR a certificate from LESSEE'S architect and/or general contractor, that the construction has been completed in compliance with all laws, ordinances and governmental rules, regulations and orders. LESSEE will also deliver to LESSOR two (2) copies of final construction documents, also called "As-Builts", which will be included as part of this lease as Exhibit "C".

20. Proof of Payment. All improvements shall be free and clear of all mechanics' and other liens and from liability arising from the construction of said improvements, and no later than 90 days after completion of construction LESSEE shall furnish to LESSOR full and satisfactory evidence in writing of the fact that said improvements are free and clear of all mechanics' and other liens and/or liabilities related thereto arising from said construction.

21. Refuse and Trash. No refuse or trash shall be kept, stored or allowed to accumulate on the

premises. LESSEE shall provide, at its sole cost and expense, necessary arrangements for adequate sanitation, handling and disposal from the airport of all trash, garbage and other refuse resulting from tenants' business operations, including receptacles for the deposit of such trash, garbage, and other refuse.

22. Off-Street Parking. The LESSEE shall make provision for automobile parking for its employees, visitors, and other invitees on the premises. No parking shall be permitted on street improvements, if any, immediately adjacent to the Leased Premises. The LESSEE further agrees to pave its on-premise parking facilities. Improved roads may be used by LESSEE for additional parking as not to cause off-street parking. Nothing in this paragraph will be construed as including the improved roads in the Demised Premises. Pavement plans shall be approved by LESSOR prior to construction.
23. Permitted Uses. The LESSEE shall have the privilege of using, subject to the terms and conditions herein, the premises for the operation of **commercial improvements** and any other lawful commercial activities including all services normally connected therewith.
24. Prohibited Uses. LESSEE shall not use the Leased Premises for and, further, in no event, shall TENANT, or its authorized assignees, allow a (i) flea market, (ii) second-hand store, (iii) "sex," "head" or "pawn" shop use or (iv) an adults only bookstore to occupy or otherwise use, directly or indirectly, the Leased Premises.
25. Quiet Enjoyment. LESSOR covenants and agrees that at the granting and delivery of this lease it has good title, free and clear of all liens and encumbrances; and that LESSOR has full right and authority to lease the premises as herein set forth. LESSOR further covenants that all things have happened and been done to make its granting of this lease effective, and LESSOR warrants to LESSEE peaceful possession and quiet enjoyment of the premises during the term hereof, upon performance of LESSEE'S covenants herein. LESSOR warrants unto Tenant and agrees to defend the Premises against the claim of all persons whomsoever.

LANDLORD warrants unto TENANT and agrees to defend the Demised Premises against the claim of all persons whomsoever, and if TENANT shall discharge the obligations herein set forth to be performed by TENANT, TENANT shall, during the lease term, have lawful, quiet, and peaceful possession and occupation of the Demised Premises and shall enjoy all of the rights herein granted without any let, hindrance, ejection, molestation or interference by any person.

Notwithstanding any other provision of this Lease to the contrary, LANDLORD and TENANT hereby acknowledge and agree that title to LESSOR of the Tenant's Improvements shall be vested in TENANT during the lease term.

26. LESSEE's Estate. Title to all improvements constructed by LESSEE shall vest and remain in LESSEE during the term of this lease and LESSEE shall be entitled to any and all investment tax credits generated by reason of construction, installation, and operations on the premises. Subject to the rights of LESSEE'S mortgage (as specifically provided in Section 29

and elsewhere herein) and to LESSEE'S right of reimbursement to the extent set out in this Lease, title to improvements shall pass to and vest in the LESSOR upon the effective date of a cancellation or termination of this lease. LESSEE shall have the right at any time prior to or subsequent to the construction of improvements to mortgage its leasehold estate in the premises and the improvements; and to assign its interest in this lease to any mortgagee who shall have advanced funds to the LESSEE under any loan, the proceeds of which have been used for the construction of the improvements or to refinance loans for the construction of improvements. Any mortgagee claiming under the LESSEE shall have the rights and privileges hereinafter set forth.

At the expiration or termination of this Lease, LESSEE agrees to:

- a) surrender possession of the entire leased premises to LESSOR;
- b) remove at LESSEE's expense any assets that LESSEE is entitled to remove as set forth below; and
- c) otherwise return the leased premises to LESSOR. All fixed buildings, fencing, utilities, and other improvements placed on the leased premises shall remain on the leased premises upon the termination of this Lease and become the sole property of LESSOR. Exceptions to the above are LESSEE's trade fixtures and personal property that can be removed from the leased premises without substantially altering or damaging other property.

27. LESSEE's Mortgagee. In the event LESSEE shall mortgage the leasehold estate and the improvements or assign this lease to any mortgagee who shall have advanced funds for the purposes described in the preceding Section 28, such mortgagee may give written notice of its mortgagee's interest to the LESSOR at LESSOR'S address shown herein.

Thereafter, LESSOR, prior to taking any action to cancel or terminate the lease, shall give to the mortgagee the same notices that are required to be given to the LESSEE prior to cancellation or termination, and if no notice is required to be given to the LESSEE, then a written notice to the mortgagee shall be given of the event or events which are alleged to be the basis of the right to cancel or terminate. The mortgagee shall have the right

- a. to cure the default of the LESSEE, and
- b. at its election, to foreclose its lien or security interest in the leasehold estate and improvements and this lease and to sell such leasehold estate and improvements (and LESSEE'S interest in this lease) at public or private sale, whereupon the purchaser shall succeed to all rights of the LESSEE hereunder. The mortgagee shall be accorded to a reasonable period of time in which to cure the default, taking into account the nature of the LESSEE'S default, and a reasonable period of time in which to effect foreclosure, taking into account the statutory requirements for foreclosure of its lien or security interest. Further, if LESSEE shall default under the terms of its mortgage, the mortgagee shall likewise have the rights and power of foreclosure and sale as are set out in the preceding portions of this Section 29. The LESSOR agrees to execute such

documents as may be requested by the LESSEE or the LESSEE'S mortgagee to provide LESSEE with the ability to meet requirements for obtaining secured financing, provided that such documents do not render LESSOR liable for the payment of LESSEE'S indebtedness or encumber LESSOR'S remainder interest.

28. Indemnification. LESSOR shall stand indemnified by LESSEE as herein provided. LESSEE is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, and LESSOR shall in no way be responsible therefore. In the use of the premises, in the erection or construction of any improvements thereon, and in the exercise or enjoyment of the privileges herein granted, LESSEE shall indemnify and save harmless LESSOR from any and all damages that may proximately result to any third person because of any negligence on the part of LESSEE.

29. Insurance.

a. Property Insurance:

LESSEE shall maintain or cause to be maintained all risk property insurance (to include fire and other casualty loss, windstorm and flood coverage), from a company authorized to do business in the State of Texas and keep in force said insurance, with extended coverage, upon the buildings located on the premises to the full insurable value thereof, as determined by the insurer. LESSOR shall be named as additional loss payee and LESSEE shall furnish LESSOR with evidence that such coverage has been provided and is being maintained.

In the event of an insured damage to the premises, the insurance proceeds will be used for the purpose of restoring and reconstructing the improvements. However, if the improvements are more than 60% destroyed at any time during the term of this lease, the LESSEE may elect to terminate this lease by giving written notice thereof to LESSOR within two years after such destruction. If LESSEE so elects to terminate, insurance proceeds, to the extent necessary, shall be used to remove the damaged improvements, unless LESSOR shall notify LESSEE in writing that LESSOR wishes the damaged improvements to remain upon the land. If LESSEE shall fail to restore the improvements and shall also fail to terminate the lease in the manner aforesaid, LESSOR may, upon written notice to the LESSEE after such two-year period, terminate the lease and remove damaged improvements at LESSEE'S expense.

b. Liability Insurance.

LESSEE shall promptly, after the execution of this lease, obtain commercial general liability insurance, covering loss, cost or expense by reason of injury to or death of persons or damage to or destruction of property by reason of the use and occupancy of the Demised Premises by Tenant, Tenant's assignees and/or Tenant's Invitees. Such insurance shall have limits of at least One Million Dollars (\$1,000,000.00) per occurrence primary coverage, bodily injury and property damage combined with Three Million Dollars (\$3,000,000.00) excess coverage.

The amounts of minimum coverage herein specified may be modified from time to time in compliance with Jefferson County standard requirements. All policies shall name LESSOR, its officers, servants, agents, and employees as additional insureds. LESSEE shall furnish LESSOR with a certificate from the insurance carrier showing such insurance to be in full force and effect or shall deposit with LESSOR copies of said policies. Each policy or certificate shall contain a provision that written notice of cancellation or any material change in the policy by the insurer shall be delivered to LESSOR, thirty (30) days in advance of the effective date thereof.

30. Licenses. The LESSEE shall procure from all governmental authorities having jurisdiction of the operations of the LESSEE hereunder, all licenses, franchises, certificates, permits or other authorizations as may be necessary for the conduct of its operations. LESSOR will cooperate with LESSEE in this endeavor.
31. LESSOR's Remainder Interest. The LESSEE agrees that it shall not enter into any contracts of a type which would permit a lien or liens to become attached to the remainder interest of Jefferson County, or suffer or permit a lien or liens to be imposed or attached to the leasehold interest, provided, LESSEE shall have the right, upon posting security satisfactory to the County, to contest the amount or legality of any lien attached to or levied against the leasehold interest.
32. Airport Regulations. The LESSEE covenants and agrees to observe and obey the rules and regulations of the Airport and the FAA, as promulgated by governmental authorities, in the conduct of LESSEE's operations at the Leased Premises.
33. Airport Hazard—Non-Interference Obligations. The LESSEE and its successors and assigns, will not make or permit any use of the property which would interfere with landing or taking off of aircraft at the Airport, or otherwise constitute an airport hazard including such items as electrical and electronic interference with communications, electrical or electronic equipment, creation of dust or glaring or misleading lights, and restrict any objects from penetrating the imaginary surfaces as defined in CFR Title 14 Part 77 – *Safe, Efficient Use, and Preservation of the Navigable Airspace*. Prior to any construction, erection of buildings, and or major alteration to airport ground contours, an airspace study will be required, allowing the FAA to identify potential aeronautical hazards in advance, thus preventing or minimizing the adverse impacts to the safe and efficient use of navigable airspace. LESSOR will cooperate with LESSEE in this endeavor.
34. Certification as to FAA compliance. LESSEE shall observe all applicable rules and regulations of the Federal Aviation Administration including requirements for Airport certification and safety codes.
35. Non-Discrimination. The LESSEE assures that it will undertake an affirmative action program as required by 14 Code of Federal Regulations (CFR) Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The LESSEE assures that no person shall be excluded on these grounds from participating in or

receiving the services or benefits of any program or activity covered by this subpart. The LESSEE assures that it will require that its covered sub-organizations provide assurance to the LESSEE that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

36. LESSEE's Maintenance Obligations. LESSEE shall at all times keep, in a clean and orderly condition and appearance, the Leased Premises and improvements thereon, as well as all equipment and personal property. LESSEE shall maintain, repair, replace and paint all or any part of the improvements on the premises including therein, without limitations thereto, walls, partitions, floors, ceilings, columns, windows, doors, glass of every kind, fixtures, systems for the furnishing of a fire alarm, fire protection, sprinkler, sewage, drainage and telephone service, including lines, pipes, mains, wires, conduits, and other equipment connected with or appurtenant to all such systems at its own expense as necessary. LESSOR shall have the right to enter upon the premises at reasonable times, in a manner which does not materially interrupt LESSEE's business, for the purpose of inspection, to determine LESSEE's compliance with LESSEE's obligation under this Section 38 and or Section 39.
37. Enforcement Rights. If LESSEE fails to perform its obligations under Section 38, LESSOR shall have the right to give written notice to the LESSEE specifying the deficiencies in maintenance. If within 30 days after receipt of such notice, LESSOR does not make arrangements for the curing of such deficiencies in maintenance, LESSOR shall have the right to enter the premises and perform the necessary maintenance, the cost of which shall be borne by the LESSEE.
38. Utilities. LESSEE shall pay all costs and charges for utility services requested by and furnished to the LESSEE in the Demised Premises during the lease term. LESSEE shall, however, have the right to connect to any and all storm and sanitary sewers and water and utility outlets located on or adjoining property of the LESSOR. The LESSEE shall pay for all cost and expense attendant to such connections, but no charge shall be assessed by the LESSOR for the right to make such connections. TENANT is responsible for testing any sewer connection to determine the connection will not have an adverse impact on existing sewer connections. Tenant will test to insure no flooding or back water upstream is caused by any of TENANT's connections to the storm sewer.

LANDLORD shall not interrupt any utility services, under LANDLORD's direct control, to the Demised Premises unless:

- a. Such interruption is necessitated by the need to make emergency repairs; or
- b. LANDLORD schedules any necessary repair work with TENANT's general manager at the Demised Premises at least seventy-two (72) hours in advance.

Such repairs shall, to the extent possible, be made only during hours when TENANT is not open for business to the public. LANDLORD shall immediately give notice to TENANT of an

impending interruption of any utility services to the Demised Premises. LANDLORD shall use its best efforts to minimize and promptly cure all utility interruptions that are caused by LANDLORD or subject to LANDLORD's control.

39. Hazardous Substances. A Hazardous Substance shall mean any petroleum product, asbestos product or any other material, substance or waste that is recognized as being hazardous or dangerous to health or the environment by and federal, state, or local agency having jurisdiction of the Demised Premises. LANDLORD represents and warrants:

- a) That it has never placed, generated, stored, handled or disposed of any Hazardous Substances in or about the Demised Premises; and
- b) That, to the best of its knowledge, LANDLORD is not aware of the existence, placement, generation, storage, handling or disposal of any Hazardous Substance in or upon the Demised Premises at any time by anyone else.

TENANT agrees not to generate, store, handle or dispose of any Hazardous Substance in or upon the Demised Premises during the Lease term of the Lease. In the event however, that any substance used in TENANT's business shall, during the Lease term, become designated as a Hazardous Substance, then TENANT shall, to the extent practicable, discontinue the use of the substance in or upon the Demised Premises in a manner consistent with all standards and regulations. TENANT shall indemnify and hold LANDLORD harmless from and against any and all demands, claims, enforcement actions, costs and expenses, including reasonable attorney's fees, arising out of the use of any Hazardous Substance by TENANT at the Demised Premises.

40. Ingress and Egress. LESSEE and all approved sub-lessees, and their respective contractors, suppliers of materials and furnishers of services, and employees and invitees, shall have the right of ingress and egress between the premises and the public rights-of-way outside the Airport by means of existing access roads, the same to be used in common with others having rights of passage within the Airport, provided that the Airport may from time to time substitute other means of ingress and egress which shall be reasonably equivalent to the means now provided. The use of such roadways shall be subject to reasonable rules and regulations established by the Airport.

41. LESSEE's Right to Cancel. This lease shall be subject to cancellation, at the option of LESSEE, upon the default of LESSOR in the performance of any covenant or agreement herein required to be performed by LESSOR and the failure of LESSOR to remedy such default for a period of sixty (60) days after receipt from LESSEE or written notice to remedy the same. LESSEE may exercise its right of cancellation by written notice to LESSOR at any time after the lapse of the applicable periods of time. This lease shall then terminate as of the termination date specified by LESSOR in such notice.

42. Amounts Payable Upon Cancellation by LESSEE. In the event this lease is canceled by LESSEE pursuant to LESSEE's rights under this lease, rental due shall be payable only to the date of termination, and the LESSOR shall pay to LESSEE liquidated damages computed as

follows:

- a. The liquidated damages shall be the actual construction cost of the fixed improvements less 3% of the cost for each year or partial year elapsed since the substantial completion of the improvements.
- b. Actual construction cost shall be certified by LESSEE and approved in writing by the LESSOR within 30 days after construction is completed. Upon payment by LESSOR to LESSEE of liquidated damages, as computed above, LESSEE shall have no further estate in the improvements and LESSOR shall have exclusive right thereto.

43. LESSEE's Option to Remove. In lieu of liquidated damages provided in Section 44 hereof, LESSEE may, at Lessee's option, **and subject to Lessor's approval**, remove the improvements.

44. Events of Cancellation. This lease shall be subject to cancellation at the option of the LESSOR upon occurrence of any of the following events:

- a. Failure of LESSEE to pay rent as herein provided within thirty (30) days after LESSOR shall have given LESSEE written notice of such default.
- b. The permanent abandonment of the premises by the LESSEE.
- c. Default by LESSEE in the performance of any of the covenants and conditions required herein (except rental payments) to be kept and performed by the LESSEE, if such default continues, without a good faith attempt by LESSEE to remedy the default, for a period of thirty (30) days after receipt of written notice from LESSOR specifying the default.
- d. Any other event specifically named in this lease which affords LESSOR the right to cancel.

45. Method of Cancellation. LESSOR may exercise such right to cancellation by written notice to LESSEE at any time after the lapse of the applicable periods of time and this lease shall terminate as of the termination date specified by LESSOR in such notice.

In the event of default by TENANT, LANDLORD shall elect either of the following remedies:

- a. LANDLORD may retake possession of the Demised Premises (without such action being deemed an acceptance of a surrender of this Lease or termination of TENANT's liability hereunder) and, upon taking possession, LANDLORD shall make reasonable efforts to relet the same on reasonable terms, with TENANT remaining liable to pay the Base Rent and other lease charges (but not the Percentage Rent) for the remainder of the Lease term less the net amount of rent and other lease charges received by LANDLORD as a result of such reletting (after deducting reasonable brokerage fees and attorney's fees incurred for reletting the Demised Premises) and the cost of any necessary repairs (but not alterations or renovations) to the Demised Premises). If the net amount realized by LANDLORD from any reletting is less than the Base Rent and lease charges payable by TENANT hereunder,

TENANT shall pay the amount of the deficiency to LANDLORD each month upon demand thereof; or

- b. LANDLORD shall have the right, on a continuing basis, either before or after taking possession of the Demised Premises, to terminate this Lease, thereby releasing TENANT from any further liabilities hereunder.

For the enforcement of these remedies LANDLORD may have recourse to any applicable legal or equitable process for the recovery of possession of the Demised Premises and the right to seek an injunction or a declaratory judgement. No act of LANDLORD shall be deemed an act terminating this Lease or declaring the Lease term ended unless notice is served upon TENANT by LANDLORD expressly setting forth therein that LANDLORD expressly setting forth therein that LANDLORD elects to terminate the Lease or declare the Lease term ended.

Notwithstanding anything to the contrary, LANDLORD shall not be permitted to do any of the following:

- a. Recover any speculative, indirect, consequential, or incidental damages against TENANT;
- b. Recover any punitive damages against tenant;
- c. Accelerate any payments of Base Rent or other charges due from TENANT to LANDLORD hereunder unless TENANT, after a default, fails to pay the Base Rent or deficiency as required in subparagraph a above; or
- d. Recover from TENANT any amounts expended by LANDLORD in connection with renovating, altering, adding to, installing upon, or otherwise modifying the Demised Premises for use by anyone other than TENANT.

46. **Default by LANDLORD.** If LANDLORD fails to perform any of its obligations as required by this Lease or if LANDLORD has otherwise breached any covenant, representation or warranty, and if LANDLORD shall fail to cure such misrepresentation or failure within a reasonable period of time, then TENANT shall have its rights and remedies at law or in equity, and TENANT may also take such steps as may be necessary to cure LANDLORD's default, in which event TENANT shall be entitled to recover from LANDLORD or offset against subsequent rent payments all amounts expended by TENANT for said purposes, together with reasonable attorney's fees and interest thereon from the date due until the paid at the Interest Rate specified in Section 67 below until TENANT is paid in full; provided that any such offset shall not exceed, in any month, one hundred percent (100%) off the monthly installment of the Base Rate (the "Offset Limit"). Notwithstanding anything to the contrary contained within this Agreement, the undersigned parties agree that LANDLORD shall retain all applicable governmental immunities, whether provided by statute or otherwise, and nothing contained within this Agreement shall constitute a waiver of any such governmental immunities.

47. LESSOR's Rights Upon Cancellation. In the event LESSOR cancels this lease in the manner set out of this section LESSOR shall take possession of the premises and terminate LESSEE's rights therein. In any action brought by either party against the other for enforcement of the terms of this lease, the prevailing party shall be entitled to recover reasonable attorney's fees in addition to such other relief as may be awarded.
48. Airport Expansion. In the event LESSOR requires the premises for expansion or development of the Airport, LESSOR reserves the right, upon six (6) months' written notice to LESSEE, to relocate or replace LESSEE's improvements in substantially the same form acceptable to the LESSEE at another comparable location on the Airport acceptable to the LESSEE. The replacement facility shall be completed prior to relocation so that there is no interruption of LESSEE's business operation. All costs and expenses associated with the relocation shall be borne by the LESSOR.
49. Governmental Agreements. This lease shall not impair any existing or future agreement between LESSOR and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal Funds for the development of the Airport. Should the effect of such agreement with the United States Government be to take any of the property under the lease, or substantially destroy the commercial value of the improvements, or to materially impair LESSEE's operations, LESSOR shall relocate the improvements in the manner described in Section 49.
50. Option in Event of Relocation. In the event a relocation of improvements is required by the LESSEE under Section 50, or necessitated under Section 51 above, LESSEE shall have the option, in lieu of accepting such relocated premises, to cancel this lease prior to the commencement of construction of relocation facilities, in which event, LESSEE shall be entitled to the liquidated damages provided in Section 44.
51. Right of First Refusal.

Premises. LESSEE shall be entitled to a right of first refusal on Lessor's land near the airport facility. This area is further described in Exhibit "A" and contains the following four (4) additional tracts of land identified in Exhibit "A" as Phases II-V.

Grant of First Option. The Lessor does hereby grant unto the Lessee the exclusive and irrevocable right, during the term of this agreement, of first refusal and first option to lease, upon the terms and conditions hereinafter set forth, Lessor's property is depicted in Exhibit "A" as Phases II-V.

Exercise of First Option. This right of first refusal or first option to lease may only be exercised within fifteen (15) days from notification by lessor that Lessor desires to lease the subject property. Lessor is obligated to provide such notice to Lessee prior to offering the property to a third party.

Payment Terms. Beginning on the effective date in Section 6, and for the term of this right of first refusal, Lessee shall pay to Lessor a total annual rate of \$1500.00 per year for the

right of first refusal for the four (4) additional tracts of land identified in Exhibit "A" as Phases II-V.

The right of first refusal terminates upon the exercise of the option by Lessee.

The right of first refusal is subject to the cancellation provisions in this lease.

52. Assignment. The LESSEE's sub-lessee shall be entitled to all of the same rights as the LESSEE and subjected to all of the same restrictions as set forth herein. However, LESSOR's consent shall not be required for any:
  - a. assignment of subletting to an affiliate or subsidiary of the LESSEE, or
  - b. the assignment or subletting to any mortgagee or to a purchaser from any mortgagee at foreclosure.
  - c. Assignment of a portion of the lease space to tenants or subtenants of TENANT consistent with the development of commercial property for lease.
53. Other Instruments. Upon the request of either party, the LESSOR and the LESSEE will execute a recordable short form lease evidencing that the premises have been demised to the LESSEE and a recordable instrument evidencing the term of this lease and its commencement date, when commencement date shall have been determined.
54. Paragraph Headings. The paragraph headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this lease.
55. Notices. Notices to LESSOR provided for herein shall be sufficient if sent by Registered or Certified Mail, postage prepaid, addressed to:

JEFFERSON COUNTY, TEXAS  
Jack Brooks Regional Airport  
Attn: Mr. Alex Rupp, Airport Director  
5000 Jerry Ware Drive Suite 100  
Beaumont, TX 77705  
409.719.4900

and notices to said LESSEE, if sent by Registered or Certified Mail, postage prepaid addressed to:

MID-COUNTY PLAZA, LLC  
Attn: Henry LaBrie  
10655 FM 365  
Beaumont, TX 77705

and/or to such other addresses as the parties may designate to each other in writing from time to time.

56. Successors and Assigns. All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of successors and assigns of the respective parties hereto.

57. Termination of Lease. This lease shall terminate at the end of the full term hereof. Upon such termination, LESSEE shall have no further right or interest in any of the land hereby demised or in any of the improvements thereon.
58. Attornment. Should Lessor sell, convey or transfer its interest in the premises, then Lessee shall attorn to such succeeding party as its Lessor under this lease promptly upon any such succession, provided that such succeeding party assumes all of Lessor's duties and obligations under this lease and agrees not to disturb Lessee's leasehold interest hereunder in accordance with this Section as long as Lessee is not in material default beyond any cure period hereunder.
59. Entire Agreement, Amendment and Binding Effect. This lease constitutes the entire agreement between Lessor and Lessee relating to the subject matter hereof and all prior agreements relative hereto which are not contained herein are terminated. This lease may be amended only by a written document duly executed by Lessor and Lessee, and any alleged amendment which is not so documented shall not be effective as to either party.
60. Severability. This lease is intended to be performed in accordance with and only to the extent permitted by the law. If any provision of this lease or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, but the extent of the invalidity or unenforceability does not destroy the basis of the bargain between the parties as contained herein, the remainder of this lease and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.
61. Construction. Unless the context of this lease clearly requires otherwise,
  - a. pronouns, wherever used herein, and of whatever gender, shall include natural persons and corporations and associations of every kind and character;
  - b. the singular shall include the plural wherever and as often as may be appropriate;
  - c. the term "includes" or "including" shall mean including without limitation; and
  - d. the words "hereof" or "herein" refer to this entire lease and not merely the Section or Article number in which such words appear. Article and Section headings in this lease are for convenience of reference and shall not affect the construction or interpretation of this lease. Any reference to a particular "Article" or "Section" shall be construed as referring to the indicated article or section of this lease.
62. Force Majeure. Lessee shall be entitled to rely upon force majeure as an excuse for timely performance hereunder only as expressly provided herein and shall not be entitled to rely upon force majeure as an excuse for timely performance unless Lessee:
  - a. uses economically reasonable efforts to overcome the effects of the event of force majeure;
  - b. gives written notice to Lessor within two years after the occurrence of the event describing with reasonable particularity the nature thereof;
  - c. commences performance of its obligation hereunder immediately upon the cessation of the event, and;
  - d. gives written notice to Lessor within two years after the cessation of the event advising Lessor of the date upon which the event ceased to constitute an event of

force majeure.

Force majeure shall mean:

- a) acts of God, landslides, lightning, earthquakes, hurricanes, tornadoes, blizzards and other adverse and inclement weather, fires, explosions, floods, acts of public enemy, wars, blockades, insurrections, riots or civil disturbances;
- b) labor disputes, strikes, work slowdowns, or work stoppages but nothing herein contained shall require the party subject to such labor disputes, strikes, work slowdowns, or work stoppages to settle or otherwise resolve same;
- c) orders or judgments of any federal, state or local court, administrative agency or governmental body, if not the result of willful or negligent action of the party relying thereon;
- d) power failure and outages affecting the leased premises; and
- e) any other similar cause or event, provided that the foregoing is beyond the reasonable control of the party claiming force majeure.

63. Interpretation. Both Lessor, Lessee and their respective legal counsel have reviewed and have participated in the preparation of this lease.

64. Multiple Counterparts. This lease may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute but one instrument.

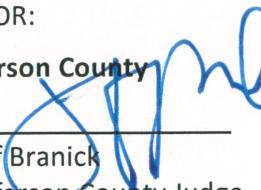
65. Interest Rate. Except where a different rate of interest is expressly provided for elsewhere in this Lease, interest payable under this Lease shall be paid at an annual rate (the "Interest Rate") equal to the lessor of:

- a. The prime interest rate charged by Citibank, N.A. plus two percent (2%), or
- b. The highest interest rate permitted by law.

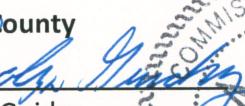
66. Governmental Limitation. Notwithstanding any other provision of this lease agreement, **Landlord shall not be required to perform any action, make any expenditure or cure any default**, which would be in violation of any statutory or constitutional provision regulating the conduct of the County's business.

**EXECUTED in triplicate originals as of the date first above written.**

LESSOR:

Jefferson County  
BY:   
Jeff Branick  
Jefferson County Judge

ATTEST:

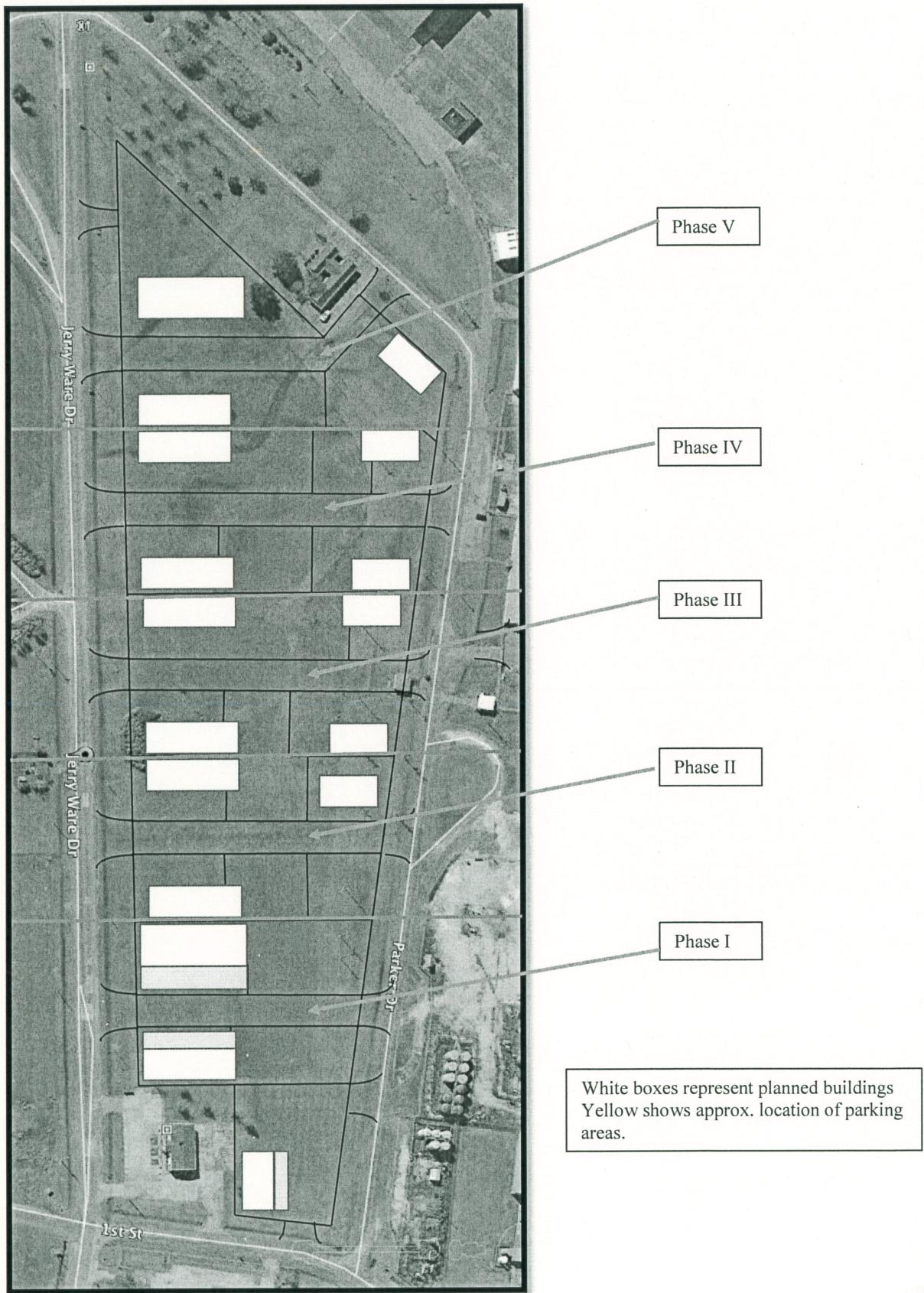
Jefferson County  
BY:   
Carolyn Guidry  
Jefferson County Clerk



LESSEE:

Mid-County Plaza, LLC.  
BY:   
Henry LaBrie - Authorized Representative

Exhibit A



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**MEMORANDUM**

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**TO:** COMMISSIONERS COURT  
**FROM:** FRAN LEE  
**SUBJECT:** BUDGET TRANSFER  
**DATE:** JULY 17, 2019

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The following budget transfer for Engineering is necessary for additional cost for repairs.

|                   |                      |       |
|-------------------|----------------------|-------|
| 115-0501-431-4008 | Automobiles & Trucks | \$450 |
| 115-0501-431-3037 | Gasoline             | \$450 |

**Jefferson County  
District Clerk's Office**  
1085 Pearl Street  
Room 203  
Beaumont, TX 77701  
409-835-8580  
Fax 409-835-8527



**Family Law Division**  
409-835-8653

**Child Support**  
P. O. Box 3586  
Beaumont, TX 77704  
409-835-8425

**Jamie Smith  
District Clerk**

Dear Fran,

I have been informed from Purchasing that we cannot order the shelving from the vendor we were hoping to use. The vendor we will need to use is more expensive. Therefore, I am requesting an additional transfer to cover the purchase of shelving for the Family Law Department:

- \$125.00 from 120-2031-414-50-77 (contractual service) to 120-2031-414-30-84 (minor equipment)

Respectfully,

A handwritten signature of Jamie Smith.

Jamie Smith  
Jefferson County District Clerk

# Jefferson County



# Precinct Four

Everette "Bo" Alfred  
Commissioner

P.O. Box 4025  
Beaumont, Texas 77704-4025  
409-835-8443 phone  
[www.co.jefferson.tx.us/prct4/index.html](http://www.co.jefferson.tx.us/prct4/index.html)

## MEMO

TO: Ms. Fran Lee, Auditing  
FROM: Commissioner Everette Alfred  
DATE: July 16, 2019  
RE: Transfer Funds

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Please transfer \$500 from account # 116-0611-452.40-09 (Buildings and Grounds) into account # 114-0405-431.40-09 (Buildings and Grounds) for additional cost of building maintenance.

Thank you.

EA/nr

NAME

AMOUNT

CHECK NO.

TOTAL

## JURY FUND

|                                     |           |        |             |
|-------------------------------------|-----------|--------|-------------|
| TRI-CITY COFFEE SERVICE             | 156.70    | 461569 |             |
| DAWN DONUTS                         | 45.50     | 461680 | 202.20**    |
| ROAD & BRIDGE PCT.#1                |           |        |             |
| ENTERGY                             | 580.05    | 461523 | 580.05**    |
| ROAD & BRIDGE PCT.#2                |           |        |             |
| SPIDLE & SPIDLE                     | 3,379.80  | 461489 |             |
| SUPERIOR TIRE & SERVICE             | 151.18    | 461492 |             |
| MUNRO'S                             | 20.00     | 461543 |             |
| RITTER @ HOME                       | 97.51     | 461556 |             |
| SETZER HARDWARE, INC.               | 12.95     | 461559 |             |
| S.E. TEXAS BUILDING SERVICE         | 346.66    | 461562 |             |
| AT&T                                | 97.08     | 461564 |             |
| VULCAN MATERIALS CO.                | 4,011.36  | 461572 |             |
| MARTIN PRODUCT SALES LLC            | 7,836.00  | 461618 |             |
| NEW WAVE WELDING TECHNOLOGY         | 6.60      | 461631 |             |
| ACT PIPE AND SUPPLY                 | 700.20    | 461635 |             |
| BOUDREAUX'S TRUCK & TRAILER REPAIR  | 1,358.22  | 461683 |             |
| GULF COAST                          | 3,019.67  | 461693 |             |
| ELKINS TRACTOR AND HAULING SVC, LLC | 280.00    | 461708 | 21,317.23** |
| ROAD & BRIDGE PCT. # 3              |           |        |             |
| RB EVERETT & COMPANY, INC.          | 681.75    | 461512 |             |
| FARM & HOME SUPPLY                  | 251.48    | 461514 |             |
| GULF COAST AUTOMOTIVE, INC.         | 75.55     | 461522 |             |
| SMART'S TRUCK & TRAILER, INC.       | 70.63     | 461561 |             |
| S E. TEXAS BUILDING SERVICE         | 43.33     | 461562 |             |
| MATHESON TRI-GAS                    | 164.85    | 461570 |             |
| WALMART COMMUNITY BRC               | 120.06    | 461589 |             |
| WESTEND HARDWARE CO                 | 104.14    | 461597 |             |
| CENTERPOINT ENERGY RESOURCES CORP   | 47.64     | 461615 |             |
| BILL WILLIAMS                       | 200.00    | 461624 |             |
| C & I OIL COMPANY INC               | 3,359.64  | 461636 |             |
| ATTABOY TERMITIC & PEST CONTROL     | 41.75     | 461638 |             |
| SMITTY'S HAMSHIRE GULF              | 14.00     | 461690 | 5,174.82**  |
| ROAD & BRIDGE PCT.#4                |           |        |             |
| SPIDLE & SPIDLE                     | 4,274.56  | 461489 |             |
| KINSEL FORD, INC.                   | 127.65    | 461535 |             |
| MUNRO'S                             | 71.01     | 461543 |             |
| OFFICE DEPOT                        | 210.21    | 461546 |             |
| SOUTHEAST TEXAS WATER               | 63.60     | 461563 |             |
| AT&T                                | 79.96     | 461564 |             |
| UNITED STATES POSTAL SERVICE        | 8.91      | 461591 |             |
| ROSS RIDGE SAND COMPANY LP          | 147.00    | 461626 |             |
| ASCO                                | 16,138.03 | 461660 |             |
| O'REILLY AUTO PARTS                 | 289.20    | 461705 |             |
| MAXINE R WILLIAMS                   | 400.00    | 461721 | 21,810.13** |
| ENGINEERING FUND                    |           |        |             |
| VERIZON WIRELESS                    | 242.44    | 461585 |             |
| UNITED STATES POSTAL SERVICE        | .50       | 461591 | 242.94**    |
| PARKS & RECREATION                  |           |        |             |
| DISCOVERY INFORMATION TECHNOLOGIES  | 4,627.35  | 461508 |             |
| ENTERGY                             | 1,521.15  | 461523 |             |
| LIVING EARTH TECHNOLOGY             | 1,033.50  | 461663 |             |
| THE HOME DEPOT PRO                  | 769.03    | 461711 | 7,951.03**  |
| GENERAL FUND                        |           |        |             |
| JEFFERSON CTY. DISTRICT CLERK       | 46.20     | 461531 |             |
| TAX OFFICE                          |           |        | 46.20*      |

| NAME                                | AMOUNT    | CHECK NO. | TOTAL      |
|-------------------------------------|-----------|-----------|------------|
| ACE IMAGEWEAR                       | 23.55     | 461560    |            |
| UNITED STATES POSTAL SERVICE        | 539.73    | 461591    |            |
| CUMMINS-ALLISON CORP                | 87.48     | 461656    |            |
|                                     |           |           | 650.76*    |
| COUNTY HUMAN RESOURCES              |           |           |            |
| OFFICE DEPOT                        | 684.85    | 461546    |            |
| PINNACLE EMPLOYEE TESTING           | 390.00    | 461551    |            |
| SIERRA SPRING WATER CO. - BT        | 28.60     | 461593    |            |
| SOUTHEAST TEXAS OCCUPATIONAL MEDICI | 100.00    | 461687    |            |
|                                     |           |           | 1,203.45*  |
| AUDITOR'S OFFICE                    |           |           |            |
| DELL MARKETING L.P.                 | 2,470.36  | 461507    |            |
| UNITED STATES POSTAL SERVICE        | 15.65     | 461591    |            |
|                                     |           |           | 2,486.01*  |
| COUNTY CLERK                        |           |           |            |
| UNITED STATES POSTAL SERVICE        | 248.69    | 461591    |            |
|                                     |           |           | 248.69*    |
| COUNTY JUDGE                        |           |           |            |
| UNITED STATES POSTAL SERVICE        | .41       | 461591    |            |
| JOSHUA C HEINZ                      | 500.00    | 461653    |            |
| SNIDER LAW FIRM PLLC                | 500.00    | 461666    |            |
| JAN GIROUARD & ASSOCIATES LLC       | 400.00    | 461686    |            |
|                                     |           |           | 1,400.41*  |
| RISK MANAGEMENT                     |           |           |            |
| UNITED STATES POSTAL SERVICE        | 10.44     | 461591    |            |
|                                     |           |           | 10.44*     |
| COUNTY TREASURER                    |           |           |            |
| UNITED STATES POSTAL SERVICE        | 180.31    | 461591    |            |
|                                     |           |           | 180.31*    |
| PRINTING DEPARTMENT                 |           |           |            |
| CIT TECHNOLOGY FINANCING SERVICE    | 499.00    | 461630    |            |
|                                     |           |           | 499.00*    |
| PURCHASING DEPARTMENT               |           |           |            |
| OFFICE DEPOT                        | 56.92     | 461546    |            |
| UNITED STATES POSTAL SERVICE        | 3.90      | 461591    |            |
|                                     |           |           | 60.82*     |
| GENERAL SERVICES                    |           |           |            |
| CASH ADVANCE ACCOUNT                | 70.00     | 461532    |            |
| TEXAS WORKFORCE COMMISSION          | 11,669.93 | 461568    |            |
| ADVANCED STAFFING                   | 78.00     | 461577    |            |
| TOWER COMMUNICATIONS, INC.          | 2,435.00  | 461588    |            |
| ALLISON, BASS & MAGEE, LLP          | 2,031.47  | 461712    |            |
|                                     |           |           | 16,284.40* |
| DATA PROCESSING                     |           |           |            |
| BEAUMONT TROPHIES                   | 5.30      | 461496    |            |
| OFFICE DEPOT                        | 170.46    | 461546    |            |
| PRO DATA COMPUTER SERVICES, INC.    | 680.00    | 461578    |            |
| CDW COMPUTER CENTERS, INC.          | 24.50     | 461579    |            |
|                                     |           |           | 880.26*    |
| VOTERS REGISTRATION DEPT            |           |           |            |
| UNITED STATES POSTAL SERVICE        | 144.86    | 461591    |            |
|                                     |           |           | 144.86*    |
| DISTRICT ATTORNEY                   |           |           |            |
| OFFICE DEPOT                        | 853.35    | 461546    |            |
| UNITED STATES POSTAL SERVICE        | 200.07    | 461591    |            |
| THOMSON REUTERS-WEST                | 2,936.06  | 461662    |            |
|                                     |           |           | 3,989.48*  |
| DISTRICT CLERK                      |           |           |            |
| SOUTHERN COMPUTER WAREHOUSE         | 891.67    | 461494    |            |
| OFFICE DEPOT                        | 275.58    | 461546    |            |

| NAME  | AMOUNT  | CHECK NO.  | TOTAL      |
|---|---|--|------------|
| UNITED STATES POSTAL SERVICE<br>AERIALINK INC   | 310.38<br>178.16  | 461591<br>461692   | 1,655.79*  |
| CRIMINAL DISTRICT COURT   |   |  |            |
| TEXAS COURT REPORTERS ASSOCIATION<br>UNITED STATES POSTAL SERVICE   | 790.00<br>13.75   | 461567<br>461591   | 803.75*    |
| 58TH DISTRICT COURT   |   |  |            |
| SOUTHEAST TEXAS WATER   | 29.95   | 461563   | 29.95*     |
| 60TH DISTRICT COURT   |   |  |            |
| UNITED STATES POSTAL SERVICE  | 5.36  | 461591   | 5.36*      |
| 252ND DISTRICT COURT  |   |  |            |
| TEXAS ASSN. FOR COURT ADMINISTRATIO<br>UNITED STATES POSTAL SERVICE<br>SUMMER TANNER<br>DIANE M MOSNIK PHD INC  | 350.00<br>2.06<br>77.60<br>10,726.00  | 461565<br>461591<br>461621<br>461714   | 11,155.66* |
| 279TH DISTRICT COURT  |   |  |            |
| DAVID GROVE<br>PHILLIP DOWDEN<br>WENDELL RADFORD<br>P DEAN BRINKLEY<br>JONATHAN L. STOVALL<br>ALICIA K HALL<br>BRITTANIE HOLMES<br>BRYAN E MCEACHERN PC<br>MATUSKA LAW FIRM<br>TARA SHELANDER<br>LAW OFFICE OF SOLOMON FREIMUTH | 100.00<br>425.00<br>475.00<br>200.00<br>200.00<br>200.00<br>100.00<br>580.70<br>150.00<br>100.00<br>50.00 | 461490<br>461493<br>461555<br>461646<br>461648<br>461651<br>461655<br>461665<br>461669<br>461671<br>461698 | 2,580.70*  |
| 317TH DISTRICT COURT  |   |  |            |
| DAVID GROVE<br>THOMAS J. BURBANK PC<br>CASH ADVANCE ACCOUNT<br>MARVA PROVO<br>ANITA F. PROVO<br>UNITED STATES POSTAL SERVICE<br>GLEN M. CROCKER<br>JOEL WEBB VAZQUEZ<br>ALLEN PARKER<br>TARA SHELANDER<br>MELANIE AIREY         | 75.00<br>650.00<br>446.26<br>1,050.00<br>825.00<br>.50<br>75.00<br>700.00<br>75.00<br>600.00<br>150.00    | 461490<br>461499<br>461532<br>461553<br>461554<br>461591<br>461596<br>461613<br>461642<br>461671<br>461676 | 4,646.76*  |
| JUSTICE COURT-PCT 1 PL 1  |   |  |            |
| UNITED STATES POSTAL SERVICE  | 37.24   | 461591   | 37.24*     |
| JUSTICE COURT-PCT 4   |   |  |            |
| KIRKSEY'S SPRINT PRINTING<br>AT&T   | 24.95<br>79.96  | 461536<br>461564   | 104.91*    |
| JUSTICE COURT-PCT 6   |   |  |            |
| UNITED STATES POSTAL SERVICE  | 41.60   | 461591   | 41.60*     |
| JUSTICE OF PEACE PCT. 8   |   |  |            |
| OFFICE DEPOT  | 130.44  | 461546   | 130.44*    |
| COUNTY COURT AT LAW NO.1  |   |  |            |
| UNITED STATES POSTAL SERVICE<br>LEXIS-NEXIS   | 2.06<br>78.00   | 461591<br>461592   | 80.06*     |
| COUNTY COURT AT LAW NO. 2   |   |  |            |

| NAME  | AMOUNT   | CHECK NO.  | TOTAL     |
|---|--|--|-----------|
| DONALD W. DUESLER & ASSOC.<br>UNITED STATES POSTAL SERVICE  | 300.00<br>.41  | 461509<br>461591   | 300.41*   |
| COUNTY COURT AT LAW NO. 3   |  |  |           |
| A. MARK FAGGARD<br>JOHN D WEST<br>UNITED STATES POSTAL SERVICE<br>LANGSTON ADAMS<br>TURK LAW FIRM   | 400.00<br>500.00<br>1.65<br>300.00<br>350.00   | 461513<br>461582<br>461591<br>461605<br>461658   | 1,551.65* |
| COURT MASTER  |  |  |           |
| JUDGE LARRY GIST<br>RICHARD D. HUGHES   | 5,642.82<br>1,950.00   | 461518<br>461525   | 7,592.82* |
| MEDIATION CENTER  |  |  |           |
| OFFICE DEPOT<br>UNITED STATES POSTAL SERVICE<br>KARA HAWTHORN<br>TAMMY BOOKER<br>AMANDA TRIM  | 316.89<br>4.12<br>174.75<br>14.62<br>13.34   | 461546<br>461591<br>461650<br>461657<br>461689   | 523.72*   |
| SHERIFF'S DEPARTMENT  |  |  |           |
| CITY OF NEDERLAND<br>FAST SIGNS, INC.<br>FED EX<br>GT DISTRIBUTORS, INC.<br>KIRKSEY'S SPRINT PRINTING<br>MCNEILL INSURANCE AGENCY<br>OFFICE DEPOT<br>AT&T<br>UNITED STATES POSTAL SERVICE<br>FIVE STAR FEED<br>GALLS LLC<br>3L PRINTING COMPANY<br>BECKER PRINT & MAIL<br>FANNETT VETERINARY CLINIC   | 20.65<br>81.76<br>46.33<br>538.89<br>24.95<br>71.00<br>1,366.28<br>129.44<br>923.07<br>57.50<br>688.13<br>25.00<br>738.42<br>431.95  | 461501<br>461515<br>461516<br>461517<br>461536<br>461540<br>461546<br>461564<br>461591<br>461609<br>461678<br>461685<br>461697<br>461703   | 5,143.37* |
| CRIME LABORATORY  |  |  |           |
| AGILENT TECHNOLOGIES<br>OFFICE DEPOT<br>SOUTHEAST TEXAS WATER<br>JUSTICE TRAX INC<br>THE SAFARILAND GROUP<br>CAYMAN CHEMICAL COMPANY<br>LIPOMED<br>SIRCHIE FINGER PRINT LABORATORIES<br>AIRGAS USA, LLC   | 203.41<br>104.29<br>79.90<br>1,895.00<br>34.28<br>163.00<br>38.00<br>786.23<br>169.84  | 461491<br>461546<br>461563<br>461620<br>461641<br>461643<br>461645<br>461649<br>461706   | 3,473.95* |
| JAIL - NO. 2  |  |  |           |
| AAA LOCK & SAFE<br>A-1 GLASS CO.<br>COBURN'S, BEAUMONT BOWIE (1)<br>W.W. GRAINGER, INC.<br>ENTERGY<br>ISI COMMERCIAL REFRIGERATION<br>JACK BROOKS REGIONAL AIRPORT<br>JOHNSON SUPPLY<br>M&D SUPPLY<br>MCNEILL INSURANCE AGENCY<br>OFFICE DEPOT<br>RALPH'S INDUSTRIAL ELECTRONICS<br>SANITARY SUPPLY, INC.<br>AT&T<br>ULINE SHIPPING SUPPLY SPECIALI<br>WORTH HYDROCHEM<br>ATCO INTERNATIONAL<br>WALMART COMMUNITY BRC | 109.00<br>139.49<br>36.94<br>222.73<br>58.27<br>374.34<br>1,575.56<br>50.67<br>232.75<br>142.00<br>923.51<br>21.18<br>1,626.67<br>1,409.55<br>587.70<br>342.00<br>149.90<br>190.72 | 461486<br>461487<br>461505<br>461520<br>461523<br>461526<br>461529<br>461533<br>461537<br>461540<br>461546<br>461557<br>461558<br>461564<br>461571<br>461574<br>461587<br>461589 |           |

| NAME                               | AMOUNT   | CHECK NO. | TOTAL      |
|------------------------------------|----------|-----------|------------|
| LOWE'S HOME CENTERS, INC.          | 20.40    | 461602    |            |
| TEXAS GAS SERVICE                  | 587.06   | 461608    |            |
| STANLEY SHIPPER                    | 23.36    | 461610    |            |
| BELT SOURCE                        | 91.92    | 461617    |            |
| MARK ELLIS                         | 42.36    | 461619    |            |
| DOGUET RICE MILLING COMPANY        | 192.00   | 461623    |            |
| WORLD FUEL SERVICES                | 1,792.32 | 461640    |            |
| MATERA PAPER COMPANY INC           | 4,849.25 | 461661    |            |
| THOMSON REUTERS-WEST               | 182.00   | 461662    |            |
| KROPP HOLDINGS INC                 | 841.95   | 461664    |            |
| ENTERPRISE RENT A CAR COMPANY      | 85.06    | 461672    |            |
| GALLS LLC                          | 328.50   | 461678    |            |
| AXON ENTERPRISE INC                | 1,450.00 | 461696    |            |
| MOORE-ALL TEX SUPPLY               | 154.05   | 461702    |            |
| JUVENILE PROBATION DEPT.           |          |           | 18,833.21* |
| G. FRAN HUDGINS                    | 766.00   | 461524    |            |
| UNITED STATES POSTAL SERVICE       | 120.02   | 461591    |            |
| SHANNA CITIZEN                     | 63.22    | 461604    |            |
| NISHA AMIN                         | 1,200.00 | 461628    |            |
| BECKER PRINT & MAIL                | 1,635.00 | 461697    |            |
| JUVENILE DETENTION HOME            |          |           | 3,784.24*  |
| EPS                                | 280.00   | 461511    |            |
| S.E. TEXAS BUILDING SERVICE        | 2,600.00 | 461562    |            |
| MEDICAL PLUS                       | 35.00    | 461595    |            |
| CHARMTEX INC.                      | 867.86   | 461611    |            |
| BEN E KEITH FOODS                  | 2,762.70 | 461612    |            |
| BIG THICKET PLUMBING INC           | 2,990.50 | 461701    |            |
| CONSTABLE PCT 1                    |          |           | 9,536.06*  |
| UNITED STATES POSTAL SERVICE       | 36.95    | 461591    |            |
| CONSTABLE-PCT 2                    |          |           | 36.95*     |
| CASH ADVANCE ACCOUNT               | 1,284.16 | 461532    |            |
| CONSTABLE-PCT 4                    |          |           | 1,284.16*  |
| AT&T                               | 39.98    | 461564    |            |
| CONSTABLE-PCT 6                    |          |           | 39.98*     |
| CASH ADVANCE ACCOUNT               | 2,315.88 | 461532    |            |
| UNITED STATES POSTAL SERVICE       | 3.71     | 461591    |            |
| CONSTABLE PCT. 8                   |          |           | 2,319.59*  |
| POSTMASTER                         | 749.00   | 461552    |            |
| AGRICULTURE EXTENSION SVC          |          |           | 749.00*    |
| WALMART COMMUNITY BRC              | 190.56   | 461589    |            |
| CORENA N FITZGERALD                | 150.22   | 461719    |            |
| HEALTH AND WELFARE NO. 1           |          |           | 340.78*    |
| BROUSSARD'S MORTUARY               | 1,350.00 | 461498    |            |
| CLAYBAR FUNERAL HOME, INC.         | 1,040.00 | 461502    |            |
| COMMUNITY FUNERAL CHAPEL, INC.     | 1,500.00 | 461506    |            |
| JOURNAL WATCH, INC.                | 39.50    | 461534    |            |
| NEW ENGLAND JOURNAL OF MEDICINE    | 94.50    | 461544    |            |
| PETTY CASH - N C WELFARE           | 101.00   | 461549    |            |
| UNITED STATES POSTAL SERVICE       | 36.49    | 461591    |            |
| TEXAS CONFERENCE OF URBAN COUNTIES | 100.00   | 461603    |            |
| HEALTH AND WELFARE NO. 2           |          |           | 4,261.49*  |
| CLAYBAR FUNERAL HOME, INC.         | 2,080.00 | 461503    |            |
| CLAYTON THOMPSON FUNERAL HOME      | 3,250.00 | 461504    |            |

| NAME                                | AMOUNT    | CHECK NO. | TOTAL        |
|-------------------------------------|-----------|-----------|--------------|
| GRAMMIER-OBERLE FUNERAL HOME        | 1,500.00  | 461521    |              |
| JOURNAL WATCH, INC.                 | 39.50     | 461534    |              |
| NEW ENGLAND JOURNAL OF MEDICINE     | 94.50     | 461544    |              |
| TEXAS CONFERENCE OF URBAN COUNTIES  | 100.00    | 461603    |              |
| HEB CREDIT RECEIVABLES DEPT 308     | 115.09    | 461629    | 7,179.09*    |
| CHILD WELFARE UNIT                  |           |           |              |
| BEAUMONT OCCUPATIONAL SERVICE, INC. | 466.90    | 461598    |              |
| J.C. PENNEY'S                       | 1,235.50  | 461599    |              |
| SEARS COMMERCIAL CREDIT             | 592.15    | 461600    | 2,294.55*    |
| ENVIRONMENTAL CONTROL               |           |           |              |
| OFFICE DEPOT                        | 85.67     | 461546    | 85.67*       |
| MAINTENANCE-BEAUMONT                |           |           |              |
| CITY OF BEAUMONT - WATER DEPT.      | 49.83     | 461500    |              |
| M&D SUPPLY                          | 117.99    | 461537    |              |
| ACE IMAGEWEAR                       | 175.68    | 461560    |              |
| TEXAS FIRE & COMMUNICATIONS         | 293.46    | 461581    |              |
| BELT SOURCE                         | 273.16    | 461617    |              |
| WASTEWATER TRANSPORT SERVICES LLC   | 35.00     | 461670    |              |
| CINTAS CORPORATION                  | 112.21    | 461688    |              |
| REXEL USA INC                       | 115.29    | 461700    |              |
| D&D ROOF SERVICES INC               | 521.47    | 461720    | 1,694.09*    |
| MAINTENANCE-PORT ARTHUR             |           |           |              |
| ENTERGY                             | 4,873.04  | 461523    | 4,873.04*    |
| MAINTENANCE-MID COUNTY              |           |           |              |
| RITTER @ HOME                       | 38.53     | 461556    |              |
| ACE IMAGEWEAR                       | 70.16     | 461560    |              |
| S.E. TEXAS BUILDING SERVICE         | 4,008.33  | 461562    |              |
| BUBBA'S AIR CONDITIONING            | 93.75     | 461576    |              |
| WALMART COMMUNITY BRC               | 11.16     | 461589    |              |
| FRED MILLER'S OUTDOOR EQUIPMENT LLC | 174.60    | 461677    | 4,396.53*    |
| SERVICE CENTER                      |           |           |              |
| SPIDLE & SPIDLE                     | 11,497.20 | 461489    |              |
| GOLD CREST ELECTRIC CO., INC.       | 259.91    | 461519    |              |
| J.K. CHEVROLET CO.                  | 22.02     | 461527    |              |
| THE MUFFLER SHOP                    | 142.00    | 461542    |              |
| MUNRO'S                             | 91.80     | 461543    |              |
| PHILPOTT MOTORS, INC.               | 63.24     | 461550    |              |
| AT&T                                | 64.72     | 461564    |              |
| JEFFERSON CTY. TAX OFFICE           | 7.50      | 461583    |              |
| JEFFERSON CTY. TAX OFFICE           | 7.50      | 461584    |              |
| BUMPER TO BUMPER                    | 1,176.32  | 461614    |              |
| ROBERT'S TEXACO XPRESS LUBE         | 42.00     | 461633    |              |
| AMERICAN TIRE DISTRIBUTORS          | 1,041.84  | 461634    |              |
| C & I OIL COMPANY INC               | 1,162.47  | 461636    |              |
| BOUDREAUX'S TRUCK & TRAILER REPAIR  | 909.65    | 461683    |              |
| MIDNIGHT AUTO                       | 89.95     | 461691    |              |
| THE GOODYEAR TIRE & RUBBER COMPANY  | 4,200.10  | 461704    |              |
| THIS GUYS TOOLS, LLC                | 195.00    | 461710    | 20,973.22*   |
| VETERANS SERVICE                    |           |           |              |
| OFFICE DEPOT                        | 94.40     | 461546    |              |
| UNITED STATES POSTAL SERVICE        | 1.45      | 461591    |              |
| HILARY GUEST                        | 106.60    | 461607    | 202.45*      |
| MOSQUITO CONTROL FUND               |           |           | 150,827.33** |
| MUNRO'S                             | 59.78     | 461543    |              |
| SANITARY SUPPLY, INC.               | 55.67     | 461558    |              |
| TEXAS WORKFORCE COMMISSION          | 17.22     | 461568    |              |

| NAME                               | AMOUNT    | CHECK NO. | TOTAL       |
|------------------------------------|-----------|-----------|-------------|
| BEARCOM                            | 333.60    | 461580    |             |
| AERO PERFORMANCE                   | 1,072.20  | 461668    |             |
| TARGET SPECIALTY PRODUCTS          | 4,226.40  | 461695    |             |
| O'REILLY AUTO PARTS                | 63.93     | 461705    |             |
| FEMA EMERGENCY                     |           |           | 5,828.80**  |
| VULCAN MATERIALS CO.               | 30,769.63 | 461573    |             |
| GULF COAST                         | 384.75    | 461694    |             |
| J.C. FAMILY TREATMENT              |           |           | 31,154.38** |
| PATRICIA PETERS                    | 1,350.50  | 461681    |             |
| LAW LIBRARY FUND                   |           |           | 1,350.50**  |
| THOMSON REUTERS-WEST               | 420.14    | 461662    |             |
| EMPG GRANT                         |           |           | 420.14**    |
| SOUTHEAST TEXAS WATER              | 9.95      | 461563    |             |
| COMMUNITY SUPERVISION FND          |           |           | 9.95**      |
| UNITED STATES POSTAL SERVICE       | 85.16     | 461591    |             |
| JEFF. CO. WOMEN'S CENTER           |           |           | 85.16**     |
| BELL'S LAUNDRY                     | 900.45    | 461497    |             |
| JEFFERSON CTY. WOMEN'S CENTER      | 10.00     | 461528    |             |
| M&D SUPPLY                         | 30.04     | 461537    |             |
| MARKET BASKET                      | 22.17     | 461538    |             |
| KIM MCKINNEY, LPC, LMFT            | 75.00     | 461539    |             |
| PETTY CASH - RESTITUTION I         | 16.24     | 461575    |             |
| REDWOOD TOXICOLOGY LABORATORY      | 9.18      | 461622    |             |
| WASTEWATER TRANSPORT SERVICES LLC  | 275.00    | 461670    |             |
| GLOBAL TEL*LINK CORP               | 1,000.00  | 461675    |             |
| DRUG INTERVENTION COURT            |           |           | 2,338.08**  |
| SOUTHEAST TEXAS COUNCIL ON ALCOHOL | 2,340.00  | 461530    |             |
| COUNTY RECORDS MANAGEMENT          |           |           | 2,340.00**  |
| TEXAS ORAL HISTORY ASSOCIATION     | 30.00     | 461488    |             |
| THOMAS L LINTON                    | 50.00     | 461715    |             |
| DARE CONTRIBUTIONS FUND            |           |           | 80.00**     |
| OFFICE DEPOT                       | 51.62     | 461546    |             |
| CDW COMPUTER CENTERS, INC.         | 32.00     | 461579    |             |
| DEPUTY SHERIFF EDUCATION           |           |           | 83.62**     |
| KRYSTA SCOGGAN                     | 20.71     | 461716    |             |
| HOMER MARTINEZ                     | 20.71     | 461717    |             |
| GARRETT VERDINE                    | 20.71     | 461718    |             |
| HOTEL OCCUPANCY TAX FUND           |           |           | 62.13**     |
| D&S SIGN & SUPPLY, INC.            | 96.00     | 461495    |             |
| MUNRO'S                            | 35.49     | 461543    |             |
| OFFICE DEPOT                       | .00       | 461546    |             |
| TRI-CITY COFFEE SERVICE            | 60.05     | 461569    |             |
| SAM'S CLUB DIRECT                  | 47.78     | 461654    |             |
| CAPITAL PROJECTS FUND              |           |           | 239.32**    |
| OVERHEAD DOOR CO.                  | 4,824.00  | 461548    |             |
| GENTILE CONSTRUCTION               | 7,995.00  | 461601    |             |
| AIRPORT FUND                       |           |           | 12,819.00** |

| NAME                                | AMOUNT     | CHECK NO. | TOTAL         |
|-------------------------------------|------------|-----------|---------------|
| SPIDLE & SPIDLE                     | 1,493.80   | 461489    |               |
| DYNAMIC POWER SYSTEM, INC.          | 1,175.00   | 461510    |               |
| W.W. GRAINGER, INC.                 | 283.25     | 461520    |               |
| MID-COUNTY ALTERNATOR               | 200.00     | 461541    |               |
| OLMSTED-KIRK PAPER                  | 31.97      | 461547    |               |
| SANITARY SUPPLY, INC.               | 538.57     | 461558    |               |
| AT&T                                | 618.62     | 461564    |               |
| TIME WARNER COMMUNICATIONS          | 192.43     | 461566    |               |
| BUBBA'S AIR CONDITIONING            | 75.00      | 461576    |               |
| UNITED STATES POSTAL SERVICE        | 4.53       | 461591    |               |
| LOWE'S HOME CENTERS, INC.           | 540.00     | 461602    |               |
| BLUE GLOBES                         | 6,260.00   | 461627    |               |
| ROSENBAUER FIREFIGHTING TECHNOLOGY  | 206.79     | 461632    |               |
| UNIFIRST HOLDINGS INC               | 166.65     | 461639    |               |
| CRAWFORD ELECTRIC SUPPLY COMPANY    | 8,746.56   | 461659    |               |
| SOUTHEAST TEXAS PARTS AND EQUIPMENT | 148.14     | 461667    |               |
| PETROLEUM MATERIALS LLC             | 137.87     | 461673    |               |
| HALI-BRITE INC                      | 1,610.92   | 461682    |               |
| TITAN AVIATION FUELS                | 1,495.00   | 461707    |               |
| THE HOME DEPOT PRO                  | 1,008.66   | 461711    |               |
| AIRPORT IMPROVE. GRANTS             |            |           | 24,933.76**   |
| GARVER LLC                          | 5,600.00   | 461644    |               |
| ARCENEAUX WILSON & COLE LLC         | 12,743.16  | 461674    |               |
| SE TX EMP. BENEFIT POOL             |            |           | 18,343.16**   |
| GROUP ADMINISTRATIVE CONCEPTS INC   | 141,199.84 | 461647    |               |
| EXPRESS SCRIPTS INC                 | 68,817.57  | 461699    |               |
| NEUROMUSCULAR CORPORATE SOLUTIONS   | 18,600.00  | 461709    |               |
| SETEC FUND                          |            |           | 228,617.41**  |
| INDUSTRIAL & COMMERCIAL MECHANICAL  | 1,652.00   | 461652    |               |
| LIABILITY CLAIMS ACCOUNT            |            |           | 1,652.00**    |
| CALVERT EAVES CLARKE & STELLY LLP   | 846.77     | 461679    |               |
| WORKER'S COMPENSATION FD            |            |           | 846.77**      |
| TRISTAR RISK MANAGEMENT             | 6,956.40   | 461616    |               |
| CNTY & DIST COURT TECH FD           |            |           | 6,956.40**    |
| PCM-G                               | 440.00     | 461637    |               |
| DISTRICT CRT RECORDS TECH           |            |           | 440.00**      |
| DATA BANK IMX LLC                   | 9,925.00   | 461684    |               |
| MARINE DIVISION                     |            |           | 9,925.00**    |
| GT DISTRIBUTORS, INC.               | 139.00     | 461517    |               |
| ENTERGY                             | 570.20     | 461523    |               |
| JACK BROOKS REGIONAL AIRPORT        | 152.32     | 461529    |               |
| AT&T                                | 84.32      | 461564    |               |
| VERIZON WIRELESS                    | 531.86     | 461586    |               |
| SIERRA SPRING WATER CO. - BT        | 175.10     | 461594    |               |
| AERO PRODUCTS                       | 88.35      | 461606    |               |
| LONGS TRAILER REPAIR                | 1,531.12   | 461625    |               |
| WORLD FUEL SERVICES                 | 270.33     | 461640    |               |
| STEVEN DAVIS                        | 44.95      | 461713    |               |
| SHERIFF - COMMISSARY                |            |           | 3,587.55**    |
| WALMART COMMUNITY BRC               | 1,401.69   | 461589    |               |
| SHERIFF-SPINDLETOP GRANT            |            |           | 1,401.69**    |
| SOUTHEAST TEXAS OCCUPATIONAL MEDICI | 175.00     | 461687    |               |
|                                     |            |           | 175.00**      |
|                                     |            |           | 561,795.55*** |



## 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 July, 2019, on motion made by Everette D. Alfred, Commissioner of Precinct No. 4, and seconded by Eddie Arnold, Commissioner of Precinct No. 1, the following Proclamation was adopted:

### PIONEERING WOMEN

WHEREAS, Pioneering Women is a grass-roots organization founded to enhance the lives of women, and its mission is to motivate, educate, activate and uplift women for the betterment of humanity; and

WHEREAS, August 1, 2019, is "Reigning Queens" – Celebrating the 19<sup>th</sup> Amendment Day" commemorating the 99<sup>th</sup> Anniversary of the ratification of the 19<sup>th</sup> Amendment to the U.S. Constitution, which guarantees women the right to vote. Achieving this milestone required a lengthy and difficult struggle; and the victory took decades of agitation and protest; and

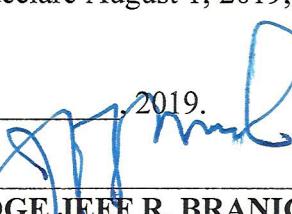
WHEREAS, this milestone is something many of us take for granted today with our busy schedules, Pioneering Women is dedicated to honoring the legacy of those past pioneers and spotlighting the contributions of present-day pioneers in our community; and

WHEREAS, the "Celebrating of the 19<sup>th</sup> Amendment" honoree luncheon on August 1, 2019, will celebrate six (6) extraordinary women for their dedication and contributions to their professions and our communities; Robin McCombs Troy, Renee Brown Nembhard, Virginia Jordan, Shannon Allen, Gloria Moreno and Brooke Morrow; and

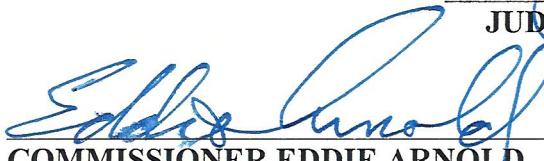
WHEREAS, Pioneering Women financially supports many non-profit organizations in the community as well as provide students of higher learning textbooks, 2<sup>nd</sup> Chances to students seeking high school equivalency with GED tests and supporting Women in Crisis.

THEREFORE, NOW BE IT RESOLVED by the Commissioners Court of Jefferson County, Texas that in honor and recognition of the 99<sup>th</sup> Anniversary of the 19<sup>th</sup> Amendment and all women in our community living the legacy, do hereby declare August 1, 2019, as "Reigning Queens" - Celebrating the 19<sup>th</sup> Amendment Day."

Signed this 22nd day of July, 2019.

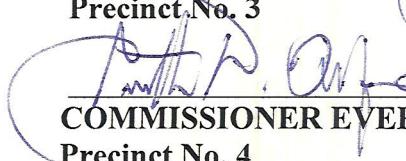
  
JUDGE JEFF R. BRANICK  
County Judge



  
COMMISSIONER EDDIE ARNOLD  
Precinct No. 1

  
COMMISSIONER BRENT A. WEAVER  
Precinct No. 2

  
COMMISSIONER MICHAEL S. SMEAL  
Precinct No. 3

  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4

**AGENDA ITEM****July 22, 2019**

Receive and file executed Inter-local Agreement between Jefferson County, Southwest Correctional d/b/a LaSalle Corrections and Chambers County for the housing of prisoners pursuant to Texas Government Code Chapter 791.

**AGENDA ITEM****April 8, 2019**

Consider, possibly approve and authorize the County Judge to execute an Inter-local Agreement between Jefferson County, Southwest Correctional d/b/a LaSalle Corrections and Chambers County for the housing of prisoners pursuant to Texas Government Code Chapter 791.

STATE OF TEXAS

§ INTERLOCAL COOPERATION  
§  
§ AGREEMENT

COUNTY OF

CHAMBERS

This INTERLOCAL COOPERATION AGREEMENT (the "Agreement") is made and entered into effective date as dated by signatures by and between the COUNTY OF CHAMBERS, a political subdivision of the State of Texas ("COUNTY"), COUNTY OF JEFFERSON, a political subdivision of the State of Texas ("CONTRACTOR"), and SOUTHWESTERN CORRECTIONAL, LLC doing business as LASALLE CORRECTIONS, operator of the Jefferson County Jail and a Texas limited liability corporation with an address of 26228 Ranch Road 12, Dripping Springs, Texas 78620 ("OPERATOR"). COUNTY, CONTRACTOR, and OPERATOR may hereafter be referred to singularly as a "Party" or collectively as the "Parties." This Agreement is entered into by the Parties pursuant to authority granted under the Interlocal Cooperation Act, Texas Government Code Chapter 791.

**WITNESSETH**

WHEREAS, COUNTY is seeking to provide for the housing and care of certain inmates of COUNTY; and

WHEREAS, CONTRACTOR currently has excess capacity and the ability to provide housing and care for such inmates at the Jefferson County Downtown Jail ("Jail");

WHEREAS, OPERATOR currently operates the Jail on behalf of CONTRACTOR under the Jefferson County Jail Management Services Contract signed on December 10, 2018, between CONTRACTOR and OPERATOR ("Operation Agreement"); and

WHEREAS, the Parties desire to enter into this Agreement pursuant to which CONTRACTOR will provide detention services for inmates of COUNTY at the Jail operated and managed by OPERATOR.

NOW, THEREFORE, in consideration of the mutual covenants and agreements stated herein, the Parties agree as follows:

**ARTICLE I**  
**PURPOSE**

1.01 The purpose of this Agreement is to establish the terms and conditions under which CONTRACTOR will provide to COUNTY detention services for COUNTY inmates at the Jail managed and operated by OPERATOR.

## **ARTICLE II**

### **TERM**

- 2.1 The term ("Term") of this Agreement shall commence on the Effective Date and shall terminate on December 31, 2019. COUNTY and CONTRACTOR may renew the Agreement on an annual basis for three (3) additional one (1) year periods commencing on January 1, 2020 through December 31, 2023. The Agreement shall renew automatically upon the expiration of the current term unless either COUNTY or CONTRACTOR provides the other Party with written notice of its desire not to renew the Agreement. Such notice shall be provided at least ninety (90) days prior to the expiration of the current term. All agreements between the Parties are set out in this Agreement and no oral agreements which are not contained in this Agreement will be enforceable against any Party.
- 2.2 Notwithstanding Article II, Section 2.01 hereof, this Agreement will terminate in the event sufficient funds are not appropriated by the Chambers County Commissioners Court to meet the COUNTY'S fiscal obligations herein, or if sufficient funds are not appropriated by the Jefferson County Commissioners Court to meet the CONTRACTOR'S service obligations agreed hereto in any fiscal year. In such event, the terminating Party agrees to give the non-- terminating Party sixty (60) days' written notice prior to such termination.
- 2.3 The Parties hereby agree that, notwithstanding any other language to the contrary herein, either COUNTY or CONTRACTOR may terminate this Agreement with or without cause by giving to the other Party thirty (30) days' written notice of its intention to terminate. Upon termination of this agreement, return of the COUNTY inmates to Chambers County Sheriff will be transported within forty-eight (48 hours) or a time mutually determined by CONTRACTOR and COUNTY and all costs are born by Chambers County.

## **ARTICLE III**

### **DESIGNATED REPRESENTATIVES**

- 3.1 COUNTY hereby appoints Sheriff Brian C. Hawthorne, Chambers County Sheriff, as its designated representative under this Agreement.
- 3.2 CONTRACTOR hereby appoints Zena Stephens Jefferson County Sheriff, as its designated representative under this Agreement.
- 3.3 OPERATOR hereby appoints Tim Kurpiewski, LaSalle Corrections, Chief Financial Officer, is its designated representative under this Agreement.
- 3.4 A Party may change its designated representatives at any time by providing the other Parties with written notice of the change pursuant to Article X, Section 10.01 herein below.

## ARTICLE IV OBLIGATIONS

- 4.1 CONTRACTOR agrees to provide for housing and safekeeping of inmates of COUNTY in accordance with state and local law, including the minimum standards promulgated by the Texas Commission on Jail Standards ("Jail Commission"). The Parties agree that any inmate of COUNTY shall be eligible for incarceration at the Jail under this Agreement provided that the incarceration of such inmate is in accordance with the standards under the Jail Commission approved custody assessment system in place at the Jail. CONTRACTOR understands and agrees that COUNTY shall have sole discretion as to the number of inmates of COUNTY to send to the Jail, including whether to send any inmates at all, and that COUNTY does not guarantee a minimum number of inmates to be housed in the Jail under this Agreement. Furthermore, COUNTY understands and agrees that CONTRACTOR will house COUNTY'S inmates provided the Jail has available beds.
- 4.2 CONTRACTOR through its contract with OPERATOR shall provide housing, care, meals, and routine medical services for such inmates on the same basis as it provides for its own inmates confined in the Jail, subject to the terms and conditions of this Agreement. Routine medical services provided to COUNTY'S inmates shall also be in accordance with CONTRACTOR'S Health Services Plan for CONTRACTOR'S inmates as required by Texas Administrative Code, Title 37, Part 9, Chapter 273, and Rule 273.2.
- 4.3 COUNTY and CONTRACTOR agree that the CONTRACTOR through its contract with the OPERATOR will be responsible for the transportation of inmates of COUNTY to and from the Jail once per week, if needed, and any additional transportation will be billed at the rate of \$.55 per mile and \$17.00 per guard hour. COUNTY will provide a minimum 24 hour notice of the total number and identity of all inmates to be transported, both regular scheduled and special transports if possible. COUNTY will also provide 24 hour notice if no transports are needed for regular transport days.
- 4.4 CONTRACTOR through its contract with OPERATOR agrees to provide reasonable medical services to inmates of COUNTY only as follows:
  - (a) CONTRACTOR through its contract OPERATOR shall provide routine medical services to inmates of COUNTY in the Jail, including on-site sick call (provided by on-site staff) and non-prescription, over-the-counter/non-legend and routine drugs and medical supplies; and
  - (b) CONTRACTOR through its contract OPERATOR shall provide non-routine medical services to inmates of COUNTY, which are necessitated by an emergency or by a life threatening medical situation, including

Ambulance transportation or emergency flight, if required, at the cost of COUNTY.

In the event an inmate of COUNTY requires medical services other than those described in subparagraph (a) hereinabove, including but not limited to dental, optical services, mental health services, prescription drugs and treatments, CONTRACTOR agrees to contact COUNTY'S Designated Representative to advise the Designated Representative of the County: (i) the identity of the COUNTY inmate; (ii) the type of the medical services and/or treatments CONTRACTOR has determined the COUNTY inmate requires; (iii) any services or treatments the COUNTY inmate has received at the Jail in connection with the illness or condition for which CONTRACTOR is contacting COUNTY'S Designated Representative; (iv) a contact name and telephone number for the representative with OPERATOR that determined the medical services and/or treatments are necessary for the COUNTY inmate; and (v) the arrangements which have been made to transport the COUNTY inmate back to Chambers County to receive the medical services and/or treatments. In addition, should a COUNTY inmate be hospitalized for any reason at a non- Chambers County facility, CONTRACTOR shall provide COUNTY with the information required in items (i) through (v) herein as well as a contact name and telephone number for a representative at the medical facility treating the COUNTY inmate that is familiar with the COUNTY inmate's condition.

- 4.5 CONTRACTOR and OPERATOR understand that the detention services to be provided under this Agreement include only basic custodial care and supervision, and do not include any special educational, vocational, or other programs.
- 4.6 CONTRACTOR reserves the right for CONTRACTOR and/or OPERATOR to review the background of inmates sought to be transferred to the Jail, and COUNTY agrees to cooperate with and provide information reasonably requested regarding any such inmate. CONTRACTOR reserves the right to refuse acceptance of any such inmate if, in the reasonable judgment of CONTRACTOR'S Designated Representative, a particular inmate's behavior, medical, or psychological condition, or other circumstances of reasonable concern, makes the inmate unacceptable for incarceration in the Jail.
- 4.7 CONTRACTOR and OPERATOR further agree that should a prisoner be injured while being housed by CONTRACTOR, that CONTRACTOR and/or OPERATOR will within ten (10) hours notify COUNTY of said injury and provide COUNTY with copies of all incident reports relating to the injury.
- 4.8 CONTRACTOR shall only be liable for any injuries, death, damage, or loss to the extent that such injury, death, damage or loss is caused by the fault or negligence of Contractor, its agents or employees. COUNTY shall only be liable for any injuries, death, damage, or loss to the extent that such Injury, death, damage or loss is caused by the fault or negligence of County and its employees.

4.9 INDEMNIFICATION. AS OPERATOR BENEFITS FINANCIALLY FROM THE TERMS OF THIS AGREEMENT, OPERATOR AGREES TO DEFEND, HOLD HARMLESS, AND INDEMNIFY CONTRACTOR AND COUNTY AND THEIR OFFICIALS, EMPLOYEES, AGENTS, AND REPRESENTATIVES FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, DEMANDS, LOSSES, COSTS, ASSESSMENTS AND EXPENSES, INCLUDING ATTORNEYS' FEES AND COURT COSTS (COLLECTIVELY, THE "LIABILITIES"), INCURRED OR SUFFERED BY CONTRACTOR AND COUNTY AND ITS OFFICIALS, EMPLOYEES, AGENTS, AND REPRESENTATIVES THAT ARISE OUT OF OR RESULT FROM ANY CAUSE OR CLAIM OR ANY NEGLIGENT OR WRONGFUL ACT OR FAILURE TO ACT BY OPERATOR OR its OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES, OR ITS SUBCONTRACTORS OR ASSIGNS, FOR LIABILITIES THAT ARISE OR RESULT FROM THE ACTS OR OMISSIONS OF OPERATOR IN its OPERATION OF THE JAIL UNDER THE OPERATION AGREEMENT OR THIS AGREEMENT. THIS INDEMNITY SHALL NOT COVER ANY LIABILITIES, CLAIMS, DAMAGES, LOSSES, OR EXPENSES, INCLUDING ATTORNEYS' FEES CAUSED BY, OR RESULTING FROM, LIABILITIES THAT ARE ATTRIBUTABLE TO THE GROSS NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR OR COUNTY OR THEIR OFFICIALS EMPLOYEES, AGENTS OR REPRESENTATIVES OR ANY LEGAL ENTITY FOR WHOSE NEGLIGENT ACTION OR OMISSION COUNTY MAY BE LIABLE. THIS PROVISION DOES NOT AFFECT OR ALLEVIATE ANY DUTIES OF OPERATOR TO CONTRACTOR THAT EXIST PURSUANT TO THE JEFFERSON COUNTY JAIL MANAGEMENT SERVICES CONTRACT SIGNED ON DECEMBER 10, 2018 BETWEEN OPERATOR AND CONTRACTOR.

4.10 CONTRACTOR shall require OPERATOR to maintain, at a minimum, and OPERATOR agrees to maintain the insurance required in the Operation Agreement, Article IX. OPERATOR agrees to add COUNTY (i.e. Chambers County, the Chambers County Sheriff, the County Judge and the County Commissioners) as additional insureds to the insurance policy required in the Operation Agreement with CONTRACTOR. The CONTRACTOR agrees to provide a certificate of insurance to COUNTY within seven days from the approval of this agreement by CONTRACTOR.

## ARTICLE V PAYMENT FOR SERVICES

5.1 COUNTY agrees to pay CONTRACTOR a per-diem rate for detention services under this Agreement in the amount of FORTY NINE DOLLARS AND 00/100 (\$49.00) for each inmate for each day that detention services are provided from the effective date. The Parties agree that a portion of any day shall be computed as a full day under this Agreement, and subject to the per diem rate, only on the day of arrival of the inmate to the Jail. COUNTY shall not be responsible for any pro-rated per diem fees for any partial day that includes the

5.2 COUNTY understands and acknowledges that only routine medical services, as described in Article IV, Section 4.04(a) hereinabove, are included in the per diem rate for detention services provided under this Agreement, and that reasonable medical expenses for services that are required to be provided pursuant to Article IV, Section 4.04(b) hereinabove shall be the responsibility of COUNTY.

5.3 CONTRACTOR and/or OPERATOR agrees to issue a monthly invoice to COUNTY addressed to the Chambers County Auditor at P.O. Box 910, Anahuac, Texas 77514. Such statement shall detail the amount of compensation due and expenses incurred that are the responsibility of COUNTY under this Agreement as well as the period of time for which the invoice applies. The invoice submitted by CONTRACTOR hereunder shall be paid in accordance with Government Code Chapter 2251. If any amount set out in any invoice is disputed by COUNTY, then COUNTY agrees to notify CONTRACTOR in writing of the disputed amount, and the basis for the dispute, within fifteen (15) days of receipt of such invoice. The Parties agree that only payment of the disputed amount may be retained by COUNTY until the disputed matter is resolved, and that payment of the undisputed balance must be paid in accordance with this Article V, Section 5.03.

5.4 Payments by COUNTY to CONTRACTOR for the detention services provided under this Agreement must be made from current revenues available to COUNTY. The payment of funds under any provision of this Agreement by COUNTY is contingent upon an appropriation by COUNTY to cover the provisions of the Agreement. Neither COUNTY, its elected officials, employees, agents, attorneys, nor any other individual acting on behalf of COUNTY may make any representation or warranty as to whether any appropriation will, from time to time, be made by the governing body of COUNTY. The failure of COUNTY to appropriate sufficient funds will not cause COUNTY to be in default under this Agreement, and CONTRACTOR'S sole and exclusive remedy shall be to terminate this Agreement.

## ARTICLE VI RECORDS

6.1 COUNTY agrees to provide CONTRACTOR and/or OPERATOR with copies of all inmate classifications and detention records applicable to each inmate that is to be detained at the Jail under this Agreement as well as any medical records or other relevant information in the possession of COUNTY for each such inmate, including information regarding any special medication, diet, or exercise regimen applicable to each such inmate.

6.2 Upon request, CONTRACTOR and/or OPERATOR agrees to provide COUNTY with copies of any records or reports maintained by CONTRACTOR that are applicable to the particular inmate of COUNTY relating to that inmate's detention at the Jail under this Agreement.

ARTICLE X

6.3 The Parties agree that neither CONTRACTOR nor OPERATOR shall be responsible for the computation or processing of any inmate's time of confinement, including, but not limited to, computation of good time awards/credits and discharge dates. In addition, CONTRACTOR shall not be responsible for paperwork arrangements for any inmate that is to be transferred to the Texas Department of Criminal Justice, Institutional Division. All of the foregoing recordkeeping and/or paperwork requirements shall continue to be the responsibility of COUNTY. **COUNTY AGREES TO DEFEND, HOLD HARMLESS, AND INDEMNIFY CONTRACTOR AND ITS OFFICIALS, EMPLOYEES, AGENTS, AND REPRESENTATIVES FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, DEMANDS, LOSSES, COSTS, ASSESSMENTS AND EXPENSES, INCLUDING ATTORNEYS' FEES AND COURT COSTS (COLLECTIVELY, THE "LIABILITIES"), INCURRED OR SUFFERED BY CONTRACTOR, its OFFICIALS, EMPLOYEES, AGENTS, AND REPRESENTATIVES THAT ARISE OUT OF OR RESULT FROM COMPUTATION OR PROCESSING OF ANY INMATE'S TIME/AWARD/CREDITS AND DISCHARGE DATES SUBJECT TO THE LIMITATION OF ARTICLE 11, SECTION 7, OF THE TEXAS CONSTITUTION.**

6.4 COUNTY agrees to comply with all of CONTRACTOR'S booking procedures. CONTRACTOR and/or OPERATOR hereby agree to furnish COUNTY with a copy of those procedures on, or prior to, execution of this Agreement by CONTRACTOR.

ARTICLE VII  
**TEXAS LAW TO APPLY**

7.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas.

ARTICLE VIII  
**LEGAL CONSTRUCTION**

8.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalid, illegal, or unenforceable provision shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE IX  
**AMENDMENTS**

9.01 No amendment, modification, or alteration of the terms hereof shall be binding Unless in writing, dated subsequent to the date of this Agreement and duly authorized by the governing bodies of COUNTY, CONTRACTOR, and OPERATOR.

## **ARTICLE XI** **ASSIGNMENT**

11.01 No Party may assign its rights, privileges, or obligations under this Agreement, in whole or in part, without the written consent of the other Parties. Any attempt to assign without such approval shall be void.

## **ARTICLE XII** **COMPLIANCE WITH LAWS AND** **ORDINANCES**

12.01 The Parties hereby agree to comply with all federal, state, and local laws and ordinances applicable to the services to be performed under this Agreement.

## **ARTICLE XIII** **PRIOR AGREEMENTS SUPERSEDED**

13.01 This Agreement constitutes the sole and only agreement of the Parties hereto and supersedes all prior understandings or written or oral agreements between the Parties regarding the subject matter of the Agreement.

## **ARTICLE XIV** **MULTIPLE COUNTERPARTS**

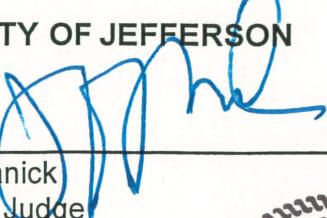
14.01 This Agreement may be executed in counterparts by the Parties hereto and each counterpart, when so executed and delivered, shall constitute an original instrument and such separate counterparts shall constitute but on and the same instrument.

## **ARTICLE XV** **PARTIES BOUND**

15.01 This Agreement shall be binding upon and inure only to the benefit of the Parties hereto and their respective successors and assigns where permitted by this Agreement. There are no third party beneficiaries to this Agreement.

EXECUTED IN TRIPPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, ON THIS THE 18TH DAY OF MARCH, 2019.

**COUNTY OF JEFFERSON**

By: 

Jeff Branick  
County Judge

ATTEST:


JEFFERSON COUNTY, TEXAS  
COMMISSIONERS COURT  
Chief Clerk

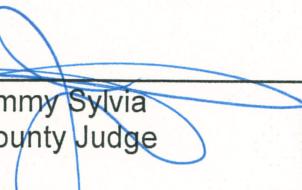
County Clerk

APPROVED:

By: 

Zena Stephens  
Jefferson County Sheriff

**COUNTY OF CHAMBERS**

By: 

Jimmy Sylvia  
County Judge

ATTEST:


CHAMBERS COUNTY, TEXAS  
COMMISSIONERS COURT  
Heather R. Hawthorne  
County Clerk

County Clerk

APPROVED:

By: 

Brian C. Hawthorne  
Chambers County Sheriff

LASALLE  
CORRECTIONS:

By: 

Chief Financial Officer  
Tim Kurpiewski



Joleen E. Fregia  
 Chief Deputy  
 E-Mail  
[joleen@co.jefferson.tx.us](mailto:joleen@co.jefferson.tx.us)

Charlie Hallmark  
 County Treasurer  
 1149 Pearl Street – Basement  
 Beaumont, Texas 77701

Office (409) 835-8509  
 Fax (409) 839-2347  
 E-Mail  
[challmark@co.jefferson.tx.us](mailto:challmark@co.jefferson.tx.us)

July 17, 2019

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

Gentlemen:

Enclosed is the Investment Schedule as of June 30, 2019, including interest earnings.

The weighted average yield to maturity on the County's investments is 1.915%. The 90 day Treasury discount rate on June 30, 2019 was 2.12% and the interest on your checking accounts for the month of June was 1.75%

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 For July 22nd, 2019, to be received and filed.

Sincerely,

A handwritten signature in blue ink that reads "Charlie Hallmark".

Charlie Hallmark  
 Enclosure

Agenda should read:

Receive and File Investment Schedule for June, 2019,  
 including the year to date total earnings on County funds.

**JEFFERSON COUNTY**  
**MONTH END JUNE 30, 2019 INVESTMENT SCHEDULE**

**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.

*Charlie Hallmark*  
Charlie Hallmark, Jefferson County Investment Officer

Charlie Hallmarks, Jefferson County Investment Officer  
11 U.S. Section 2201 uses the Public Funds Investment Act  
by investment Policy and Procedures.

*Charlie Hallmark, Jefferson County Investment Officer*

| FISCAL YEAR 2018-2019                   |                         |                               |                           |
|---|-------------------------|-------------------------------|---------------------------|
| YIELD TO MATURITY AND INTEREST EARNINGS |                         |                               |                           |
| MONTH                                   | 90 DAY T. BILL<br>YIELD | INVESTMENT<br>INTEREST EARNED | CHECKING<br>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                                 | 2.500%                  | \$78,944.23                   | 0.700%                    |
| FEBRUARY                                | 2.510%                  | \$131,900.97                  | 0.700%                    |
| MARCH                                   | 2.410%                  | \$50,499.91                   | 0.700%                    |
| APRIL                                   | 2.330%                  | \$98,064.51                   | 0.700%                    |
| MAY                                     | 2.290%                  | \$117,845.74                  | 1.750%                    |
| JUNE                                    | 2.120%                  | \$144,863.87                  | 1.750%                    |
| JULY                                    |                         |                               |                           |
| AUGUST                                  |                         |                               |                           |
| SEPTEMBER                               |                         |                               |                           |
| <b>ANNUAL TOTALS</b>                    |                         | <b>\$ 822,178.54</b>          |                           |

## Pepe Dominguez

---

**From:** Pepe Dominguez <[peped@co.jefferson.tx.us](mailto:peped@co.jefferson.tx.us)>  
**Sent:** Friday, July 12, 2019 10:19 AM  
**To:** 'Commissioner Alfred' (<[ealfred@co.jefferson.tx.us](mailto:ealfred@co.jefferson.tx.us)>)  
**Cc:** Don Rao (<[drao@co.jefferson.tx.us](mailto:drao@co.jefferson.tx.us)>); 'Commissioner Arnold'; 'Commissioner Weaver'; 'Commissioner Sinegal'; 'Judge Branick'; 'Kenneth Minkins'; Steve Stafford (<[sstafford@co.jefferson.tx.us](mailto:sstafford@co.jefferson.tx.us)>); 'Ronda Conlin' (<[rconlin@co.jefferson.tx.us](mailto:rconlin@co.jefferson.tx.us)>); [ggross@co.jefferson.tx.us](mailto:ggross@co.jefferson.tx.us); Doug Canant (<[dscanant@dd6.org](mailto:dscanant@dd6.org)>); [katrina.purcell@beaumonttexas.gov](mailto:katrina.purcell@beaumonttexas.gov); 'rpls5163@aol.com'  
**Subject:** Amended Plat of Tract 1A - 15.109 Acres of land, a part of Tr 1A & Tr 2A of Amended Replat of Tract 2A - 4.632 Acres., Equine Acres  
**Attachments:** Amended Plat of Tract 1A - 15.109 Acres of land, a part of Tr 1A & Tr 2A of Amended Replat of Tract 2A - 4.632 Acres., Equine Acres\_Comm Court.pdf; Amended Plat of Tract 1A - 15.109 Acres of land, a part of Tr 1A & Tr 2A of Amended Replat of Tract 2A - 4.632 Acres., Equine Acres\_City of Bmt.pdf

Commissioner Alfred ,

Attached is a PDF of an Amended Plat of Tract 1A - 15.109 Acres of land, a part of Tr 1A & Tr 2A of Amended Replat of Tract 2A - 4.632 Acres., Equine Acres , Jefferson County, Texas, located off of Winzer Road in Precinct #4. This plat is within the Beaumont ETJ and has met with city approval as well as that of the Engineering Department.

I will be placing this plat on the Agenda for Monday, July 22<sup>nd</sup> , 2019

If you have any questions please contact either Don or myself.

Pepe Dominguez

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

THE STATE OF TEXAS  
JEFFERSON COUNTY

KNOWN ALL MEN BY THESE PRESENTS That I, Harvey & Donna Schneiter, owners of Tract 1A, of Replat of 19.73 Acres recorded in County Clerk's File No. 2010012461, Official Public Records Jefferson County, Texas, DO HEREBY SUBDIVIDE Tract 1A in accordance with the plat shown herein, subject to any and all easements or restrictions hereto fore granted and do hereby dedicate to the public the streets and easements shown herein.

  
Harvey Schneiter, owner

  
Donna Schneiter, owner

THE STATE  
JEFFERSON COUNTY

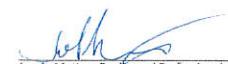
Before me, the undersigned authority on this day personally appeared Harvey Schneiter and Donna Schneiter, owners known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein stated.

Given under my hand and seal of office, on this 20th day of June, 2019.

  
Carrie Bliss Sims  
Notary public in and for the State of Texas



KNOW ALL MEN BY THESE PRESENTS:  
That I, Joe A. Mattox, a Registered Professional Land Surveyor in the State of Texas, certify that this plat has been prepared from an actual standard land survey on the ground, that all corners were found or set as noted and that this plat correctly represents said survey by me and is in accordance with the subdivision regulations of Jefferson County, Texas.

  
Joe A. Mattox, Registered Professional  
Land Surveyor, No. 5535



Subscribed and sworn to before me by Joe A. Mattox and given under my seal of office this 20th day of June, 2019.

  
Carrie Bliss Sims  
Notary public in and for the State of Texas



CERTIFICATE OF APPROVAL BY THE CITY PLANNING AND ZONING COMMISSION:

Approved this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by the City Planning and Zoning Commission of the  
City of Beaumont, Texas

PLANNING COMMISSION CHAIRMAN

ATTEST: SECRETARY

CERTIFICATE OF COUNTY APPROVAL, TO WIT:

STATE OF TEXAS  
COUNTY OF JEFFERSON

Approved by the Commissioners Court of Jefferson County, Texas on the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2019, authorizing the filing for record of this plat. Jefferson County assumes no obligations for the maintenance of streets, roads, drainage or any other improvements.

COMMISSIONER, PRECINCT No. 1  
JEFFERSON COUNTY, TEXAS

COMMISSIONER, PRECINCT No. 2  
JEFFERSON COUNTY, TEXAS

COMMISSIONER, PRECINCT No. 3  
JEFFERSON COUNTY, TEXAS

COMMISSIONER, PRECINCT No. 4  
JEFFERSON COUNTY, TEXAS

COUNTY JUDGE  
JEFFERSON COUNTY, TEXAS

CERTIFICATE OF COUNTY DIRECTOR OF ENGINEERING:

I, \_\_\_\_\_, Director of  
Engineering of Jefferson County, Texas, do hereby certify that this plat complies with all existing rules and regulations of  
this office as adopted by the commissioner's court of Jefferson County, Texas.

DIRECTOR OF ENGINEERING

  
Firm No. 10136400  
Access  
Surveyors, LLC

Commercial - Industrial - Residential  
11025 Old Voth Road - Beaumont, Texas 77713  
Telephone (409) 836-6322 Facsimile 838-6122  
www.accesssurveyors.com rpl5163@aol.com  
File No. 2019269 § Bliss Sims 6-20-2019

STATE OF TEXAS COUNTY OF JEFFERSON

I, \_\_\_\_\_, County Clerk of Jefferson County, Texas, do hereby  
certify that the foregoing instrument of writing with its certificate of authentication was filed for record in my office  
on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, at \_\_\_\_\_ o'clock \_\_\_\_\_ m.  
in the Plat Records of Jefferson County, Texas, in Clerk's File No. \_\_\_\_\_.

COUNTY CLERK, JEFFERSON COUNTY, TEXAS

# Amended Plat of Tract 1A - 15.109 Acres of Land

a part of Tr 1A & Tr 2A of Amended Replat of Tract 2A - 4.632 Acres County Clerk File

No. 2019017073, OPRJCT

## Equine Acres

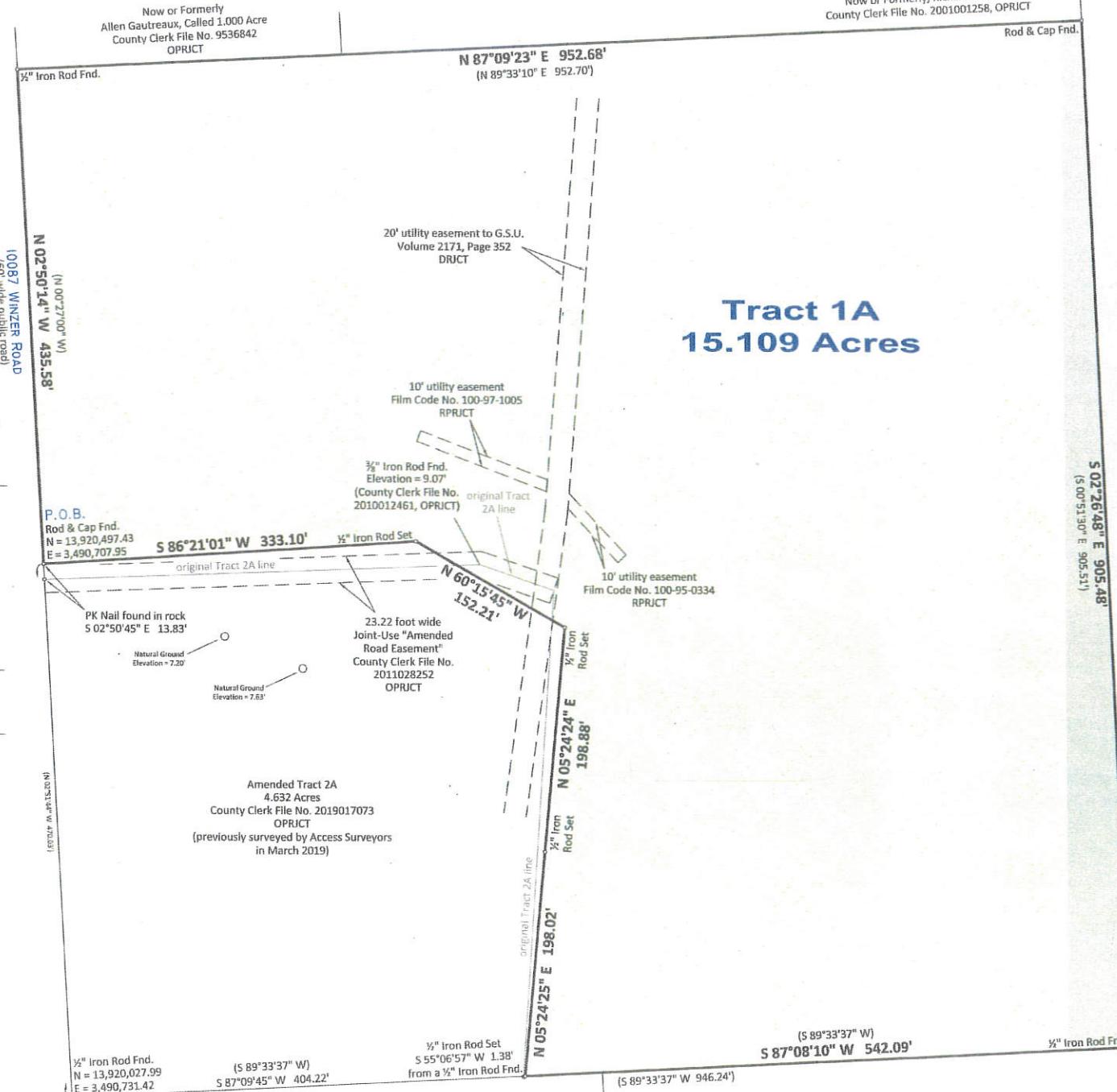
(Tr 1A & 2A of Replat of 19.73 Acres, County Clerk File No. 2010012461, OPRJCT)

Jefferson County, Texas

Now or Formerly, Richard F. North  
County Clerk File No. 2001001258, OPRJCT

Rod & Cap Fnd.

N 87°09'23" E 952.68'  
(N 89°33'10" E 952.70")



Field Note Description:  
BEING a 15.109 acre tract or parcel of land being all of the residue of Tract 1A and Tract 2A of the Amended Replat of Tract 2A - 4.632 Acres, recorded in County Clerk File No. 2019017073, Official Public Records of Jefferson County, Texas, out of Equine Acres, Tract 1A & Tract 2A of Replat of 19.73 Acres, out of Tract 1 and 2, Equine Acres, recorded in County Clerk File No. 2010012461 of the Official Public Records of Jefferson County, Texas, said 15.109 acres being more particularly described by metes and bounds as follows:

Note: All bearings referenced herein are based on the Texas State Plane Coordinate System NAD 83, all areas and distances are based on surface measurements. YJ'

BEGINNING at a rod and cap found 'Access Surveyors' for the most Westerly Southwest corner of the herein described tract and the Northwest corner of said Tract 2A and being in the East Right-of-Way line of Winder Road (60' wide public road), A PK Nail found in rock bears S 02°50'45" E 13.83'. Said beginning has a Texas State Plane Coordinate Value of: N - 13,920,497.43 and E - 3,490,707.95;

THENCE North 02°50'44" West (N 00°27'00" W) along and with the West line of said Tract 1A and the East Right-of-Way line of said Winder Road for a distance of 435.58 feet to a 1/2" Iron rod set capped 'Access Surveyors' for the Northwest corner of the herein described tract;

THENCE North 87°09'23" East (N 89°33'10" E) along and with the North line of said Tract 1A for a distance of 952.68 feet (952.70') to a rod and cap found for Northeast corner of the herein described tract and said Tract 1A;

THENCE South 02°26'49" East (S 00°51'30" E) along and with the East line of said Tract 1A for a distance of 905.48 feet (905.51') to a 1/2" iron rod found for the Southeast corner of the herein described tract and said Tract 1A;

THENCE South 87°08'10" West (S 09°33'37" W) along and with the South line of said Tract 1A for a distance of 542.09 feet to a 1/2" iron rod set 'Access Surveyors' for the most Easterly Southwest corner of the herein described tract;

THENCE North 05°24'25" East along and with the East line of said Tract 2A for a distance of 198.02 feet to a 1/2" iron rod set 'Access Surveyors' for angle point;

THENCE North 05°24'24" East along and with the East line of said Tract 2A for a distance of 198.88 feet to a 1/2" iron rod set 'Access Surveyors' for angle point;

THENCE North 60°15'45" West along and with a North line of said Tract 2A for a distance of 152.21 feet to a 1/2" iron rod set 'Access Surveyors' for angle point;

THENCE South 86°21'01" West along and with a North line of said Tract 2A for a distance of 333.10 feet to the POINT AND PLACE OF BEGINNING, containing 15.109 acres of land, more or less.

### SURVEYOR'S NOTES:

- (1) This survey was completed without the benefit of a title commitment, and not all easements or servitudes, whether of record or not, were researched at the time of this survey or shown herein.
- (2) No underground utilities were located as a part of this survey.
- (3) Jefferson County construction regulations & standards apply.

### DEVELOPMENT REGULATIONS NOTES:

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS PLAT MAY BEGIN UNTIL ALL JEFFERSON COUNTY DEVELOPMENT REQUIREMENTS HAVE BEEN MET.

SCHOOL DISTRICT NOTE:  
THIS PLAT IS WITHIN THE BOUNDARIES OF THE HAMSHIRE-FANNETT ISD.

### UTILITY NOTES:

ELECTRIC UTILITY SERVICE WILL BE PROVIDED BY: ENTERGY.  
TELEPHONE UTILITY SERVICE WILL BE PROVIDED BY: AT&T.  
GAS UTILITY SERVICE WILL BE PROVIDED BY: UNKNOWN.  
WATER UTILITY SERVICE WILL BE PROVIDED BY: EXISTS.  
SEWER UTILITY SERVICE WILL BE PROVIDED BY: SEPTIC TANK, ETC.  
CABLE UTILITY SERVICE WILL BE PROVIDED BY: UNKNOWN.

### SEWAGE DISPOSAL NOTE:

EXISTING STRUCTURE IN THIS PLAT IS CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM, WHICH HAS BEEN APPROVED AND PERMITTED BY JEFFERSON COUNTY.

### INDIVIDUAL WATER SUPPLY NOTE:

EXISTING STRUCTURE IN THIS PLAT IS CONNECTED TO A PUBLIC WATER SUPPLY, STATE APPROVED COMMUNITY WATER SYSTEM, OR ENGINEERED RAINWATER COLLECTION SYSTEM.

### Pipeline Easement Note:

ALL VISIBLE PIPELINE EASEMENTS WITHIN THE LIMITS OF THIS PLAT HAVE BEEN SHOWN HEREON.  
DRAINAGE EASEMENT NOTE:  
ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTION TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITIES.

| On-Site Wastewater Treatment<br>Minimum Application Area Required for Surface Application Systems |                                 |   |  |         |
|---|---------------------------------|---|--|---------|
| Type of Facility  | Usage Rate -<br>Gallons per Day | Q <sub>1</sub> Daily Usage Rate gal/day | R <sub>1</sub> Allowable Surface Application Rate gal/ft <sup>2</sup> /day |         |
| Single Family Dwelling (1 or 2 Bedrooms) < 1500 sq. ft.   | 225                             | 0.035                                   | 6428.57  | 2250.00 |
| Single Family Dwelling (3 Bedrooms) < 2500 sq. ft.  | 300                             | 0.035                                   | 8571.43  | 3000.00 |
| Single Family Dwelling (4 Bedrooms) < 3500 sq. ft.  | 375                             | 0.035                                   | 10714.29   | 3750.00 |
| Single Family Dwelling (5 Bedrooms) < 4500 sq. ft.  | 450                             | 0.035                                   | 12857.14   | 4500.00 |
| Single Family Dwelling (6 Bedrooms) < 5500 sq. ft.  | 525                             | 0.035                                   | 15000.00   | 5250.00 |

\* per TCEQ Chapter 285 On Site Sewage Facilities    \*\* clay type soils

Jefferson County Drainage District No 6  
County Clerk File No. 199009047

Now or Formerly

Thomas J. Pierson, Called 2.32 Acres  
County Clerk File No. 2018000441  
OPRJCT

## Pepe Dominguez

---

**From:** Pepe Dominguez <[peped@co.jefferson.tx.us](mailto:peped@co.jefferson.tx.us)>  
**Sent:** Friday, July 12, 2019 9:33 AM  
**To:** 'Commissioner Weaver' (<[bweaver@co.jefferson.tx.us](mailto:bweaver@co.jefferson.tx.us)>)  
**Cc:** 'Commissioner Arnold' (<[eddiearnold@co.jefferson.tx.us](mailto:eddiearnold@co.jefferson.tx.us)>); 'Commissioner Sinegal' (<[msinegal@co.jefferson.tx.us](mailto:msinegal@co.jefferson.tx.us)>); 'Commissioner Alfred' (<[ealfred@co.jefferson.tx.us](mailto:ealfred@co.jefferson.tx.us)>); Don Rao (<[drao@co.jefferson.tx.us](mailto:drao@co.jefferson.tx.us)>); Steve Stafford [<[sstafford@co.jefferson.tx.us](mailto:sstafford@co.jefferson.tx.us)>] (<[sstafford@co.jefferson.tx.us](mailto:sstafford@co.jefferson.tx.us)>); 'Ronda Conlin' (<[rconlin@co.jefferson.tx.us](mailto:rconlin@co.jefferson.tx.us)>); 'Judge Branick' (<[jbranick@co.jefferson.tx.us](mailto:jbranick@co.jefferson.tx.us)>); Doug Canant <[dscanant@dd6.org](mailto:dscanant@dd6.org)> (<[dscanant@dd6.org](mailto:dscanant@dd6.org)>); 'Mike Trahan' (<[mtrahan@co.jefferson.tx.us](mailto:mtrahan@co.jefferson.tx.us)>); [jeremy@soutex.net](mailto:jeremy@soutex.net)  
**Subject:** Ridgecrest Unit 5 Construction Plans  
**Attachments:** Ridgecrest Unit 5 Construction Plans Title Sheet\_Comm Court.pdf; Ridgecrest Unit 5 Construction Plans \_Soutex Letter.pdf

Commissioner Weaver,

Attached is a PDF of the title sheet of the construction plans of Ridgecrest Unit 5, Lots 1 – 13, 90.03 acres of land out of the William Carr Survey, A-102, Jefferson County, Texas. This subdivision is located off of Ridgeleigh Drive in Precinct #2. This subdivision is in the City of Beaumont ETJ. These plans have reviewed by Jefferson County Engineering, City of Beaumont and Drainage District #6. I have also enclosed a PDF of the comments regarding this subdivision. I will be placing this plat on the Agenda for Monday, July 22<sup>nd</sup>, 2018.

If you have any questions please contact either Don or myself.

Pepe Dominguez

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

# RIDGECREST UNIT 5

## JEFFERSON COUNTY, TEXAS

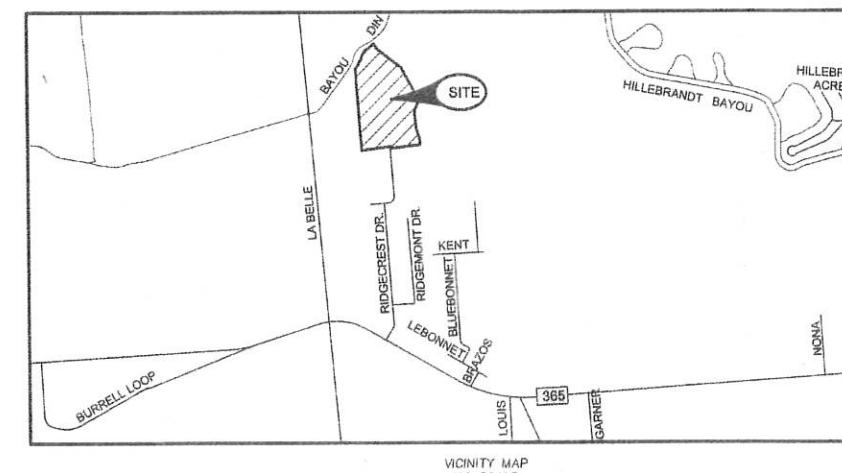
### (IN THE ETJ OF THE CITY OF BEAUMONT, TEXAS)

#### SHEET

|           | DESCRIPTION                              |
|-----------|--|
| T1        | TITLE SHEET                              |
| C1.1-C1.2 | PRELIMINARY PLAT                         |
| C2        | TOPOGRAPHIC SURVEY                       |
| C3        | EROSION CONTROL PLAN                     |
| C4        | DRAINAGE PLAN                            |
| C5        | UTILITY PLAN                             |
| C6        | ROAD PLAN & PROFILE (STA 0+00 TO 5+00)   |
| C7        | ROAD PLAN & PROFILE (STA 5+00 TO 10+00)  |
| C8        | ROAD PLAN & PROFILE (STA 10+00 TO 14+75) |
| C9        | DITCH PLAN & PROFILE (STA 0+00 TO 5+00)  |
| C10       | DITCH PLAN & PROFILE (STA 5+00 TO 10+00) |
| C11-13    | DETAILS                                  |

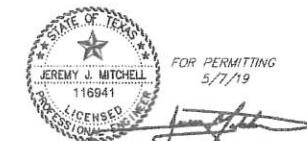
#### CONTACT LIST

|  |                                      |
|--|--------------------------------------|
| JEFFERSON COUNTY ENGINEERING DEPARTMENT        | PEPE DOMINGUEZ<br>409-835-8584       |
| JEFFERSON COUNTY DRAINAGE DISTRICT NO. 6       | DOUG CANANT PE, RPLS<br>409-842-1818 |
| WEST JEFFERSON COUNTY MUNICIPAL WATER DISTRICT | DANIEL HIDALGO<br>409-794-2338       |
| TEXAS ONE CALLS FOR UTILITY LOCATES            | 811                                  |

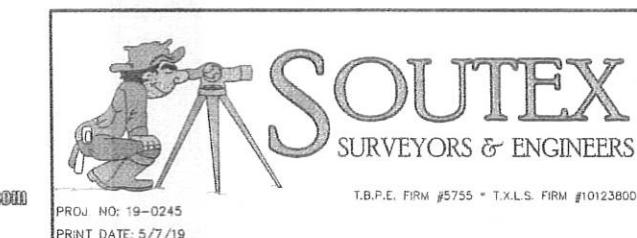


#### APPROVED

|   |      |  |      |
|---|------|--|------|
| COUNTY JUDGE<br>JEFF BRANICK                | DATE | DIRECTOR OF ENGINEERING<br>DON RAO                                     | DATE |
| COMMISSIONER PCT. 1<br>EDDIE ARNOLD         | DATE | DRAINAGE DISTRICT NO. 6  | DATE |
| COMMISSIONER PCT. 2<br>BRENT WEAVER         | DATE | WEST JEFFERSON COUNTY<br>MUNICIPAL WATER DISTRICT                      | DATE |
| COMMISSIONER PCT. 3<br>MICHAEL SINEGAL      | DATE | PUBLIC WORKS DIRECTOR<br>CITY OF BEAUMONT<br>DR. JOSEPH MAJALANI, P.E. | DATE |
| COMMISSIONER PCT. 4<br>EVERETTE "BO" ALFRED | DATE |  |      |



FOR PERMITTING  
5/7/19  
THE SIGNATURE ON THIS  
DOCUMENT IS AUTHORIZED BY  
JEREMY J. MITCHELL, P.E. 116941



3737 Doctors Drive  
Port Arthur, Texas 77642  
Tel. 409.983.2004  
Fax. 409.983.2005  
soutexsurveyors.com  
©2019 SOUTEX Surveyors, Inc.

SHEET T1

Commissioners' Court Order No. 08-4-19

Precinct No. 3  
BOND # N/A (ATT)

SELF INSURED

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

Date 7-12-19

HONORABLE COMMISSIONERS' COURT  
JEFFERSON COUNTY  
BEAUMONT, TEXAS 77701

Gentlemen:

AT&T (Company) does hereby make application to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing a utility or common carrier pipeline for the distribution of fiber optic cable, location of which is fully described as follows: Starting at an existing manhole, in front RT 3351 Federal Prison Rd. South west for 140 feet then bearing Knauth Rd. Ending at 3855 Knauth Rd. Total length of

5 pages of drawings attached.

Construction will begin on or after 7-29-, 20 19.

It is understood that all work will comply with the requirements of the Utility and Common Carrier Pipeline Policy adopted by Jefferson County Commissioners' Court on 2003, and all subsequent revisions thereof to date.

Company *AT&T*

By Jay Romero

Title Design Engineer

Address 350 Pine St Suite 650

Beaumont, TX 77701

Telephone (409) 291-9286

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

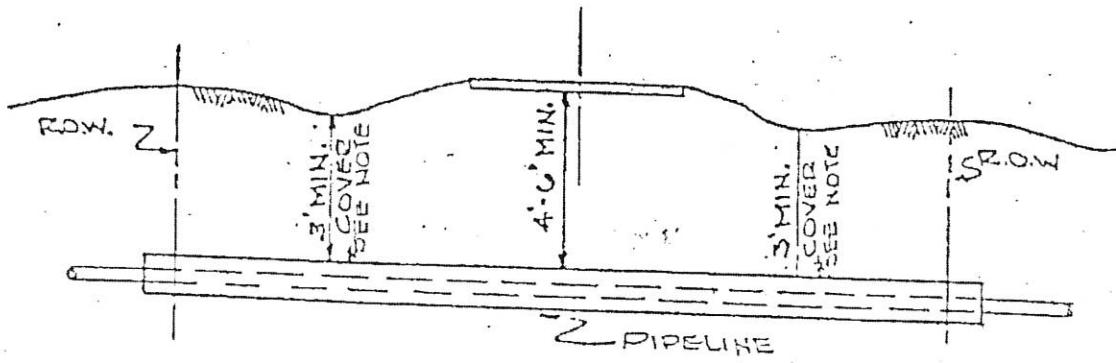
## FOR COMMON CARRIER PIPELINE COMPANY ONLY

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

Enclosed, please find the required application fee:

|  |               |
|--|---------------|
| <u>1</u> road crossing @ \$100.00                        | <u>\$ N/A</u> |
| <u>      </u> miles parallel @ \$150.00/mile or fraction | <u>\$ N/A</u> |
| <b>TOTAL</b>   | <b>\$ N/A</b> |

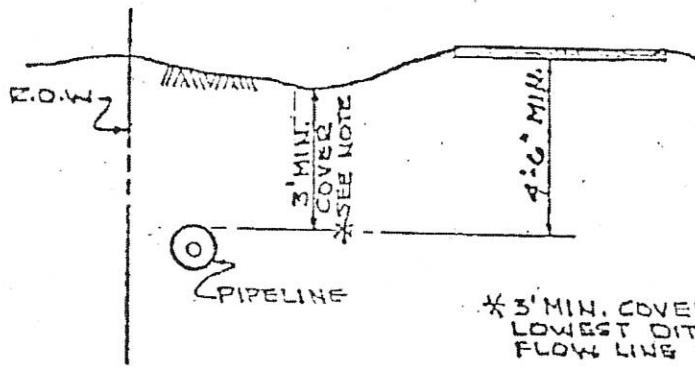
We understand that a Performance Bond will be required to protect against damage to Jefferson County's property. This will be \$5,000.00 per crossing and \$50,000.00 per mile or fraction thereof for parallel construction unless a special hazard to Jefferson County's property is judged to exist. No work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



\*3' MIN. COVER AT  
LOWEST DITCH  
FLOW LINE ELEV.

NOTE: CASING TO EXTEND  
1'-0" OUTSIDE R.O.W. EACH  
SIDG OF ROAD.

## 1. STANDARD PIPELINE CROSSING



\*3' MIN. COVER AT  
LOWEST DITCH  
FLOW LINE ELEV.

## 2. STANDARD PARALLEL LINE

|                                   |
|-----------------------------------|
| JEFFERSON COUNTY                  |
| ENGINEERING DEPARTMENT            |
| PIPELINE DETAILS (STD.)           |
| 12-7-79   NO SCALE   <i>arman</i> |

## ENGINEERING ACTION FORM

The minimum standard bond required is \$ N/A

for Steve Lafford  
Director of Engineering

7/22/19  
Date

---

## COMMISSIONERS COURT ORDER

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

COMMISSIONERS COURT

By John M. Lafford  
County Judge

# UTILITY AND COMMON CARRIER PIPELINE POLICY

## GENERAL REQUIREMENTS

### Who Must Apply

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

### Application

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

### Determination

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

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

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

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

### Maintenance, Alteration or Removal

Advance notification in writing will be required for all maintenance, alteration or removal operations except in emergency situation where the safety of the public would be endangered by a delay in repairs. In any such emergency, contact the County Engineer by phone at 9409) 835-8584, and inform him of the proposed emergency repairs. As soon as practical, but no later than 48 hours after the start of emergency repairs, notify the County Engineer in writing of the emergency repairs effected, detailing the repairs and the reasons immediate action was required.

### Time Limits

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

### Exiting Permits

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

## **GENERAL PRINCIPLES**

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

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

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

### Responsibility for Repairs

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

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

## SPECIFICATIONS

### General

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

### Line Crossing, Method of Placement

(See Standard Detail)

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

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

A minimum of three (3) feet must be provided under road ditches.

Uncased, protected pipelines must have a minimum cover of five (5) feet.

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

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

- a. Casing The line will be fully cased for one hundred and twenty (120) feet or the width of the right-of-way, plus one foot on each side of the right-of-way, whichever is greater; with the casing location to be determine by the Jefferson County Engineering Department.
- b. Backfill The line must be properly bedded to prevent settlement or damage to the line. The excavation shall be backfilled with cement stabilized sand (1  $\frac{1}{2}$  sack per cubic yard) to within 2" of the sub-base and compacted.
- c. Base The base shall be replaced with crushed limestone base material from 2' below the existing base to 1" below the existing top of base and compacted to a minimum 95% Proctor density. In no case shall the compacted thickness of the replacement base be less than 6".

d. Surface

1. Dirt, Shell or Gravel Surface The original surface shall e replaced with an equal thickness of shell or gravel, but in no case less than 6" of well-compacted material will be accepted.
2. Bituminous Surface The original surface shall be replaced with a 1" greater thickness of hot mix, hot laid, asphaltic concrete, but in no case less than 2" thick.
3. Concrete Surface The original surface shall be replaced with a 1" greater thickness of minimum 3000 psi Portland Cement concrete, in no case less than 6" thick. Concrete must be replaced in full panel sections only. Replacement concrete is to be reinforced with  $\frac{1}{2}$ " diameter deformed reinforcing steel bars, 12" on center or equal. Replacement sections must e accurately positioned with reference to existing sections by means of steel dowel bars. Bituminous overlays or concrete shall be replaced with an equal thickness of hot mix, hot laid asphaltic concrete.

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

Lines paralleling Method of Placement

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

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

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

#### Pole, Lines, Location

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

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

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

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

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

#### Inspection Notice

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

#### Line Markers

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

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

#### Traffic Control

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

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

#### Bonds

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

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

#### Application Fee

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

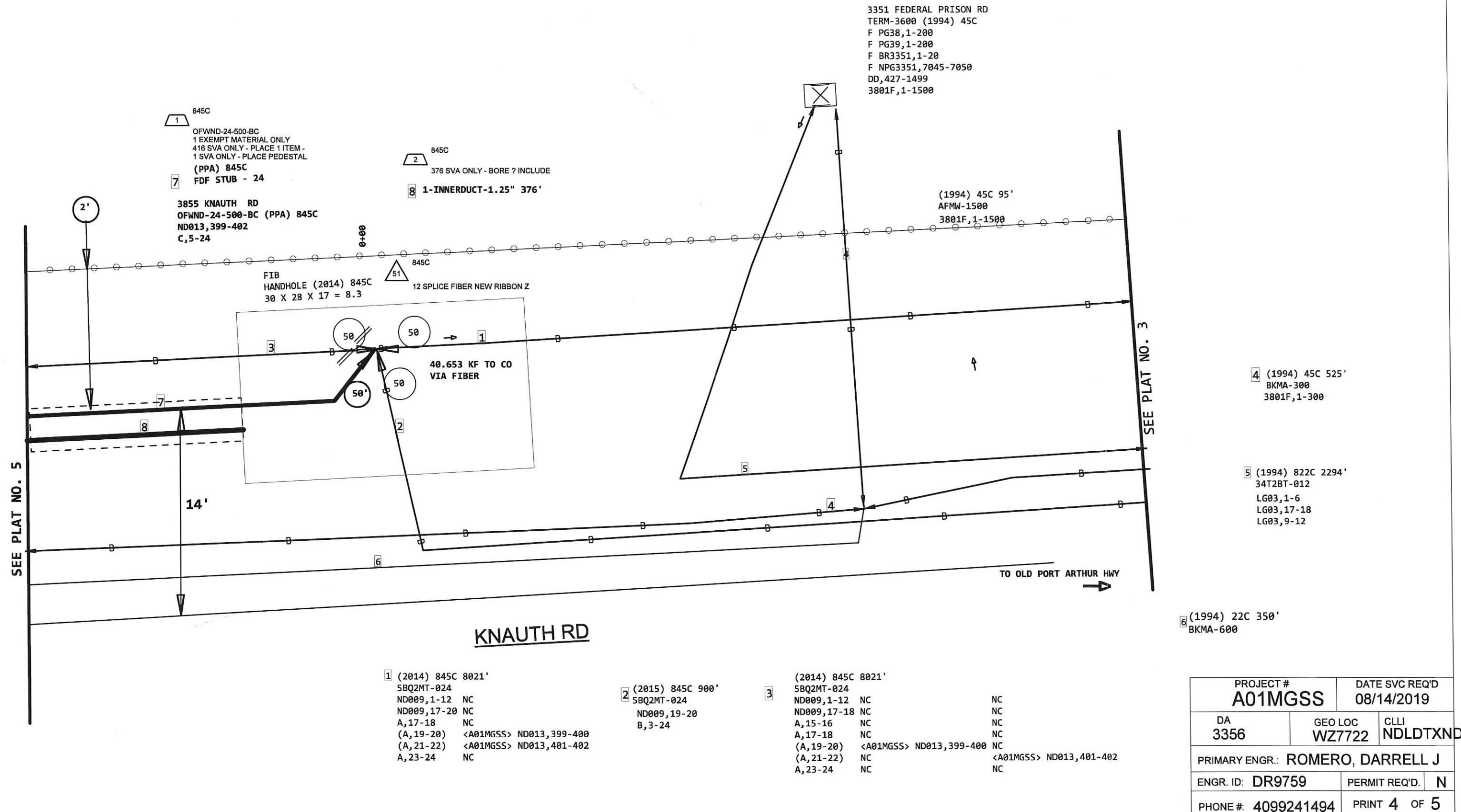
#### **ROUTE MAP**

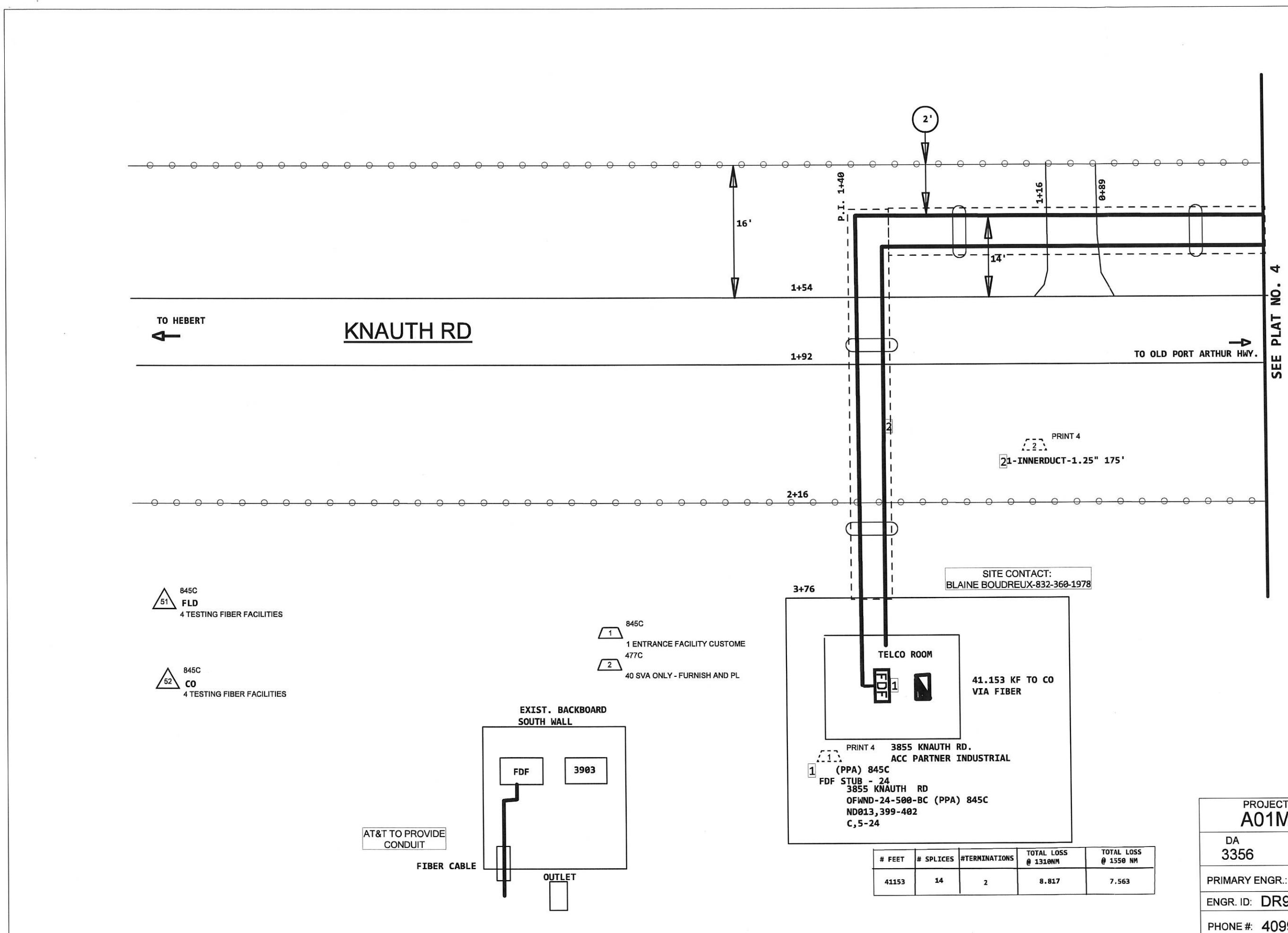
Applicant shall submit with application five (5) prints of the County Road Map accurately showing the location and alignment of the line, including all angle points and all tie-ins for crossings of roads and major streams. Applicant shall use the official Jefferson County Road Map at a scale of 1" =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

Rev. 2003

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Rev. 2003







## JEFFERSON COUNTY SHERIFF'S OFFICE

**Zena Stephens, Sheriff**

1001 Pearl St., Suite 103  
 Beaumont, TX 77701  
 (409) 835-8411  
[www.jcsotx.org](http://www.jcsotx.org)

**Charlie Porter**  
 Chief of Law Enforcement

**John Shauberger**  
 Chief of Corrections

### MEMORANDUM

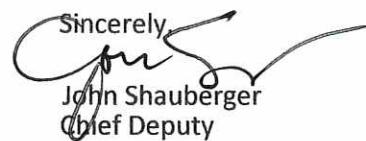
DATE: July 17, 2019

TO: Honorable Judge Jeff Branick  
 Commissioner Eddie Arnold  
 Commissioner Brent Weaver  
 Commissioner Michael Sinegal  
 Commissioner Everette "Bo" Alfred

FROM: Chief Deputy John Shauberger

RE: Out of state travel

Please consider and possibly approve out of state travel for Deputy Matt Gardner. Deputy Gardner has been accepted to receive training at the National Computer Forensics Institute in Hoover, Alabama August 25 through August 30, 2019. The course is Basic Network Intrusion Training and is essential when conducting criminal investigations. All training and travel cost are funded by the United States Secret Service at no cost to the county.

Sincerely,  
  
 John Shauberger  
 Chief Deputy



## JEFFERSON COUNTY SHERIFF'S OFFICE

*Zena Stephens, Sheriff*

1001 Pearl Street, Suite 103

Beaumont, TX 77701

(409) 835-8411

Charlie Porter  
Chief of Law Enforcement  
cporter@co.jefferson.tx.us

John Shauberger  
Chief of Corrections  
jshauberger@co.jefferson.tx.us

To: Sheriff Zena Stephens & Jefferson County Commissioner's Court

Date: June 10, 2019

From: Detective Matt Gardner, Jefferson County Sheriff's Office

Ref: Out of State Travel Request

In reference to the "Out of State Travel Policy", I would like to provide answers to the four asked questions:

**Q. 1. Is the trip budgeted? If not, how is the trip to be funded?**

A. 1. No, the trip was not budgeted as there are no expenses incurred during this training. Per diem, lodging, and travel expenses are paid by the United States Secret Service.

**Q. 2. Is the training mandatory, or does the training directly impact the employee's assigned job duties?**

A. 2. Yes, the training is essential for my performance as an investigator to investigate crimes involving computer network intrusion investigations.

**Q. 3. Does the benefit appear to be worth the cost?**

A. 3. There is no cost, and the benefit directly improves my ability to function in my assigned duties. The course provides training at no cost to the agency or county.

**Q. 4. Is the training available locally or within Texas at a lower rate?**

A. 4. No. The National Computer Forensics Institute is located in Hoover, Alabama. It is the only facility of its kind that provides this training at no cost.

Thank you very much,

Detective Matt Gardner  
Criminal Investigation Division  
Sex Offender Registration and Compliance Unit  
Jefferson County Sheriff's Office  
1001 Pearl Street  
Beaumont, Texas 77701  
Office: (409)835-8419  
Fax: (409)839-2343  
Email: mgardner@co.jefferson.tx.us

STATE OF TEXAS

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INTERLOCAL AGREEMENT

COUNTY OF JEFFERSON

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**WHEREAS**, Jefferson County, Texas, by and through its Commissioners' Court as authorized by Chapter 791 of the Government Code and Hamshire-Fannett ISD, a body politic of the State of Texas, for the mutual benefit of the citizens they serve, desire to enter into a contract to provide certain services to each other, and;

**WHEREAS**, Jefferson County, Texas through Commissioner Precinct Three has, from time to time, capacity to provide labor and equipment suitable for the repair of roadways, and;

**WHEREAS**, the Hamshire-Fannett ISD, has, from time to time, the need to maintain and repair the parking lots which it owns, and;

**WHEREAS**, the Hamshire-Fannett ISD, does not have the labor or equipment suited for such construction and/or maintenance, and;

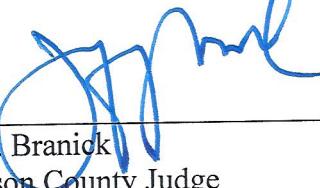
Now, therefore, know all men by these presents:

Hamshire-Fannett ISD and Jefferson County hereby agree as follows:

1. Jefferson County shall furnish labor and equipment to repair certain parking lots, and provide services listed on Exhibit A incorporated herein when and as determined at the discretion of the Commissioner for Jefferson County Precinct Three, subject to the requirements of Section 791.014 of the Government Code.
2. Hamshire-Fannett ISD shall furnish Precinct Three, with materials and funding needed in exchange for the labor and equipment.
3. Consideration for the repairs herein contemplated shall be determined and mutually agreed from time to time depending on the scope of the repair needed.
4. This agreement shall be effective on the date of its execution and may be terminated at the will of either party.
5. This agreement shall be construed according to the laws of the State of Texas.
6. Nothing in this agreement shall be construed to create the existence of an agency relationship between the parties.
7. Any employee of a party performing services pursuant to this agreement shall not be deemed to be the agent of the party receiving services under this agreement.

8. The parties further agree, pursuant to Sec. 791.105, Texas Government Code, that any dispute regarding the terms of this agreement will be submitted to and agreed upon mediator.

Executed on the 22<sup>nd</sup> day of July, 2019.

  
Jeff R. Branick  
Jefferson County Judge



Dwaine K. Augustine, Ed.D.  
Superintendent Hamshire ISD

**Hamshire**  
**Fannett** Independent School District  
 P.O. Box 223, Hamshire, Texas 77622



(409) 243-2133  
 FAX (409) 243-3437

Mr. Michael Senegal  
 County Commissioner Precinct 3  
 Jefferson County Road & Bridge  
 5700 Jade Avenue  
 Port Arthur, TX 77640

July 16, 2019

Dear Commissioner Senegal:

Hamshire-Fannett Independent School District requests your assistance through an interlocal agreement with repairs of two parking lots at our high school in Hamshire. The district will provide material for both lots. The estimated cost are as follows:

- 1.) \$4,760 Hot Mix;
- 2.) \$8,000 Oil;
- 3.) \$19,500 Cover Stone;
- 4.) Total \$32,260.

The specific items of assistance requested are below:

- 1.) Remove current loose gravel;
- 2.) Repair existing holes;
- 3.) Level low areas; and
- 4.) Lay new materials and seal it with oil.

In total the agreement is not to exceed \$35,000. We appreciate your assistance with this project, and we hope to working with you to accomplish this project.

Sincerely,

Dwaine K. Augustine, Ed.D.  
 Superintendent

**Special, July 22, 2019**

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