

Notice of Meeting and Agenda and Minutes
December 03, 2019

SPECIAL, 12/3/2019 10:30:00 AM

BE IT REMEMBERED that on December 03, 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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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**
December 03, 2019

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **03rd day of December 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:

Please join us for cake following Commissioners' Court. We are grateful that the cake is being provided by HEB.

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

PLEDGE OF ALLEGIANCE: Eddie Arnold, Commissioner, Precinct One

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PURCHASING:

1. Receive and file bids for (IFB 19-060/YS), Re-Bid Term Contract for Mowing for Jefferson County.

SEE ATTACHMENTS ON PAGES 11 - 51

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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 19-060/YS), Re-Bid Term Contract for Mowing for Jefferson County with Universal Operations LLC; as shown on Attachment A.

SEE ATTACHMENTS ON PAGES 52 - 54

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

3. Consider and approve, execute, receive and file Job Order Contract (JOC 19-063/DC) with SETEX Construction Corp. for the Ford Park Midway Repairs; and Choose one of the following repair options: *Repairs to the asphalt and the (12) misaligned culverts in the amount of \$772,370.11. *Repairs to the asphalt only in the amount of \$629,441.67. This is in accordance with Choice Partners JOC Texas Contract 15/041JN-11-2015.

Item C replace with Item E

SEE ATTACHMENTS ON PAGES 55 - 63

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

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4. Consider and approve disposal of scrap metal property. Scrap property to be transported to a metal salvage company and there sold for such price as it may command and return funds to the County.

SEE ATTACHMENTS ON PAGES 64 - 65

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

ADDENDUMS

5. Consider and approve, execute, receive and file Job Order Contract (JOC 19-063/DC) with SETEX Construction Corp. for the Ford Park Midway Repairs; and Choose one of the following repair options: Repairs to the asphalt and the (12) misaligned culverts in the amount of \$649,441.67. / Repair the (12) misaligned culverts only for an approximate amount of \$124,624.96. / Repairs to the asphalt only in the amount of \$524,816.71. This is in accordance with Choice Partners JOC Texas Contract 15/041JN-11-2015. 400X800 FT OVERLAY TOTAL

YMBL spokesperson stated the culvers are the main problem. YMBL willing to assist with repairs.

Commissioners' Court will approve the culverts work in the amount of \$124,624.96. The other items will be revisited after YMBL decision of contribution toward the project. Motion moved and seconded

SEE ATTACHMENTS ON PAGES 66 - 74

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

COUNTY AIRPORT:

6. Consider, possibly approve and authorize the County Judge to execute a 3rd Amendment to the Rental Agreement between Jefferson County and Golden Pass Products LLC to extend the term for lease of office space.

SEE ATTACHMENTS ON PAGES 75 - 75

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

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COUNTY AUDITOR:

7. Consider and approve FY 2020 budget amendment – Court Master – budget reallocation

120-9999-415-9999	CONTINGENCY APPROPRIATION	\$100,000.00	
120-2055-412-5077	CONTRACTUAL SERVICE		\$100,000.00

SEE ATTACHMENTS ON PAGES 76 - 76

Motion by: Commissioner Arnold

Second by: Commissioner Sinegal

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

Action: APPROVED

8. Receive and file the VINE (Victim Information & Notification Everyday) Program service agreement with Appriss for 09/01/19 – 08/31/20. Cost of contract is reimbursed by the Office of the Attorney General.

SEE ATTACHMENTS ON PAGES 77 - 91

Motion by: Commissioner Arnold

Second by: Commissioner Sinegal

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

Action: APPROVED

9. Consider and approve FY 2020 budget amendment - Road & Bridge Pct. 4 - purchase of Gradall.

114-0409-431-6011	ROAD MACHINERY	\$353,072.00	
114-0401-431-1002	ASSISTANTS & CLERKS		\$15,000.00
114-0401-431-2001	F.I.C.A. EXPENSE		\$1,150.00
114-0401-431-2002	EMPLOYEES' RETIREMENT		\$2,800.00
114-0402-431-1009	FOREMAN		\$9,000.00
114-0402-431-1028	LABORERS		\$37,000.00
114-0402-431-2001	F.I.C.A. EXPENSE		\$3,500.00
114-0402-431-2002	EMPLOYEES' RETIREMENT		\$8,600.00
114-0402-431-2003	EMPLOYEES' INSURANCE		\$10,000.00
114-0402-431-3001	ASPHALT		\$20,000.00
114-0402-431-3016	CHEMICALS, SPRAYS, ETC.		\$10,000.00
114-0402-431-3079	CRUSHED STONE		\$20,000.00
120-9999-415-9999	CONTINGENCY APPROPRIATION		\$216,022.00

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SEE ATTACHMENTS ON PAGES 92 - 93

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

10. Consider and approve FY 2019 budget transfer – Jail – additional cost medical claims over contract cap.

120-3062-423-5077	CONTRACTUAL SERVICE	\$106,100.00	
120-3062-423-1094	LONGEVITY PAY		\$25,000.00
120-3062-423-1095	EDUCATION PAY		\$25,000.00
120-3062-423-1098	OVERTIME ALLOWANCE		\$50,000.00
120-3062-423-2002	EMPLOYEES' RETIREMENT		\$6,100.00

SEE ATTACHMENTS ON PAGES 94 - 94

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

11. Regular County Bills – check #465822 through checks #466075 (11/26/19) and check #466076 through checks #466249 (12/3/19).

SEE ATTACHMENTS ON PAGES 95 - 103

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

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COUNTY CLERK:

12. Consider and possibly approve a Resolution authorizing the Democratic Party and Republican Party of Jefferson County to enter into a 2020 Joint Primary Election Services contract with Jefferson County Clerk, as the County Election Officer.

SEE ATTACHMENTS ON PAGES 104 - 104

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

13. Consider and approve Early Voting locations, dates and times for the Primary Election to be held March 3, 2020.

SEE ATTACHMENTS ON PAGES 105 - 105

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

14. Consider and approve Election Day Vote Center locations for the Primary Election to be held March 3, 2020.

SEE ATTACHMENTS ON PAGES 106 - 106

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

15. Consider and approve the following appointments to the Counting Station for the Joint Primary to be held March 3, 2020; Counting Station Manager - Wayne Ozio; Tabulation Supervisor - Jeff Ross; Assistant Tabulation Supervisor - Mary Helm.

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

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COUNTY COMMISSIONERS:

16. Consider and possibly approve a Resolution to extend the Disaster Declaration for Tropical Storm Imelda pursuant to Section 418.108(b), Government Code.

SEE ATTACHMENTS ON PAGES 107 - 107

Motion by: Commissioner Alfred

Second by: Commissioner Arnold

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

Action: APPROVED

COUNTY TREASURER:

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

SEE ATTACHMENTS ON PAGES 108 - 110

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

ENGINEERING:

18. Consider and possibly approve a Minor Plat of Lewis Estates, JohnVanness Survey, Abstract No. 380, located off F.M. Highway 365 and Florida Street in Precinct No. 1. This plat is in the City of Nome and has met all of our platting requirements.

SEE ATTACHMENTS ON PAGES 111 - 112

Motion by: Commissioner Alfred

Second by: Commissioner Arnold

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

Action: APPROVED

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19. Execute, receive and file Access Road Easement Agreement with PALNG Common Facility Company, LLC, for the transportation of crushed stone and other materials during the construction of the relocated Texas State Highway 87. This project is located in Precinct No. 3.

SEE ATTACHMENTS ON PAGES 113 - 119

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

20. Execute, receive and file Utility Permit 09-U-19 with AT & T for the placement of a fiber optic cable along Boyt and Kidd Roads. This project is located in Precinct No. 4.

SEE ATTACHMENTS ON PAGES 120 - 124

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

RISK MANAGEMENT:

21. Consider and possibly approve Vehicle Insurance Coverage for the Health & Welfare Department's Mobile Medical Unit, effective December 3, 2019, with National Indemnity Company, for an annual premium of \$7,046.00.

SEE ATTACHMENTS ON PAGES 125 - 133

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

22. Consider and possibly approve Professional Liability insurance coverage for the Health & Welfare Department's clinics and Mobil Medical Unit, effective December 3, 2019, with Landmark American Insurance Company, for an annual premium of \$5073.60.

SEE ATTACHMENTS ON PAGES 134 - 188

Action: TABLED

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Jeff R. Branick
County Judge

Bidder Information Form

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

Bid Name & Number: Re-Bid Term Contract for Mowing for Jefferson County, IFB 19-060/YS

Bidder's Company/Business Name: GP Evans Contractors LLC

Bidder's TAX ID Number: 75-3073602

Contact Person: Prince Evans **Title:** Superintendent

Phone Number (with area code): 409-201-1181

Alternate Phone Number if available (with area code): 409-201-1180

Fax Number (with area code): 409-296-1167

Email Address: gpevanscontractors@yahoo.com

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

Address PO Box 17010

Winnie TX 77605

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:

GP Evans Contractors LLC

Company Name

Po Box 1704

Address

Winnie TX 77665

City

State

Zip

Gina Evans

Signature of Person Authorized to Sign

Gina Evans

Printed Name

OWNER

Title

For clarification of this offer, contact:

Prince Evans

Name

409-201-1181

409-296-1167

Phone

Fax

gpevanscontractors@yahoo.com

E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Mowing 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 19-060/YS, Re-Bid Term Contract for Mowing for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Total amount of bid \$ 60,000 /annually

List of equipment to be used:

Kubota tractor M 108s

Kubota tractor M 7040

Kubota tractor M 8540

Kubota tractor M 8540

Kubota tractor M 9960

2 Tractor:

Zero TURN BAD BOY 60"

Cut Maverick

6 Mower Cutting 15 FT.

1 Rhino Cutting 15 FOOT

Company Name: GP Evans Contractors LLC

Company Address: P O Box 1704

City, State, Zip Code: Winnie TX 77665

Telephone Number(s): 409-201-1181

Fax Number(s): 409-294-1167

Email: gpevanscontractors@yahoo.com

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: Jefferson County Drainage District 7
 Address: 4401 9th St. Port Arthur, TX 77642
 Contact Person and Title: Ronnie Hollier
 Phone: 409-960-8070 Fax: _____
 Email Address: r.hollier@dd7.org Contract Period: 2016-2022
 Scope of Work: Mowing Levy right of way

REFERENCE TWO

Government/Company Name: LNVA
 Address: 1850 Easter Freeway Beaumont, TX 77108
 Contact Person and Title: Heath Thompson Water Supply Manager
 Phone: 409-892-4011 Fax: 409-898-2468
 Email Address: Heath.Thompson@lnva.dst.ty.us Contract Period: 2019-2020
 Scope of Work: Mowing Levy

REFERENCE THREE

Government/Company Name: Texas A&M AgriLife Research Dept.
 Address: 2147 TAMU College Station, TX 77843
 Contact Person and Title: 1509 Aggie DR. Beaumont, TX 77113
 Phone: 979-845-0839 Fax: _____
 Email Address: jessica.abshier@ag.tamu.edu Contract Period: 2019-2023
 Scope of Work: Mowing Facility

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.

GP Evans Contractors LLC
Bidder (Entity Name)

Gina Evans
Signature

Po Box 1706
Street & Mailing Address

Gina Evans
Print Name

Winnie TX 77665
City, State & Zip

11-20-19

Date Signed

409-201-1181
Telephone Number

409-206-1167

Fax Number

gpevanscontractors@yahoo.com
E-mail Address

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFlict OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. 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.</p>		
<p>1 <input type="text"/> Name of vendor who has a business relationship with local governmental entity.</p>		OFFICE USE ONLY <input type="text"/> Date Received
<p>2 <input type="checkbox"/> 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.)</p>		
<p>3 <input type="text"/> Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p> <p>4 <input type="text"/></p>		
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 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>		
<p>1 Name of Local Government Officer</p>		OFFICE USE ONLY
<p>2 Office Held</p>		Date Received
<p>3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</p>		
<p>4 Description of the nature and extent of employment or other business relationship with vendor named in item 3</p>		
<p>5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p style="text-align: center;">(attach additional forms as necessary)</p>		
<p>6 AFFIDAVIT</p> <p>I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p>		
<p>_____ Signature of Local Government Officer</p>		
<p>AFFIX NOTARY STAMP / SEAL ABOVE</p> <p>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.</p>		
<p>Signature of officer administering oath</p>		<p>Printed name of officer administering oath</p>
<p>Title of officer administering oath</p>		

Adopted 8/7/2015

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

Yes No

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

Did the Prime Contractor/Consultant . . .

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.

GINA EVANS

Printed Name of Authorized Representative

Gina Evans

Signature

OWNER

Title

11-20-19

Date

Bidder Shall Return Completed Form with Offer.

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

This information must be submitted with your bid.

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

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

Contractor Name: _____ HUB: Yes No

Address: _____
 Street _____ City _____ State _____ Zip _____

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

Project Title & No.: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
 Street _____ City _____ State _____ Zip _____

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

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

Description of Subcontract Work to be Performed: _____

 Printed Name of Contractor Representative

 Signature of Representative

 Date

 Printed Name of HUB

 Signature of Representative

 Date

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

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

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

Prime Contractor: _____ HUB: Yes No

HUB Status (Gender & Ethnicity): _____

Address: _____
 Street _____ City _____ State _____ Zip _____

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
 Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 2 OF 4

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet
(Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
 Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
 Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

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

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

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

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

Was the Jefferson County HUB Office contacted for assistance in locating HUBs?

Yes

No

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

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

Subcontractor Name: _____

Address: _____
 Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
 Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): _____

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 GP Evans Contractors [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.):	<u>75-3073602</u>
Company Name submitting bid/proposal:	<u>GP Evans Contractors LLC</u>
Mailing address:	<u>PO Box 1704 WINNIE TX 77665</u>
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, GINA EVANS, the undersigned representative of (company or business name) GO EVANS CONTRACTORS LLC (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.

Gina Evans

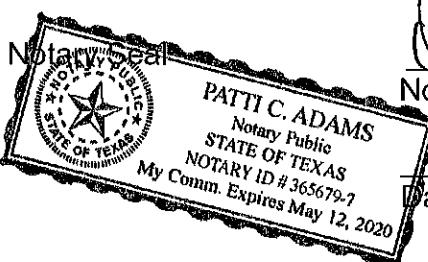
Signature of Company Representative

11-19-19

Date

On this 20 day of November, 20 19, personally appeared

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



Notary Signature

11/20/19

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.

GP Evans Contractors LLC
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 Texas

COUNTY OF Chambers

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

on this day personally appeared Gina Evans, who
(name)

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

"I, Patti Adams am a duly authorized officer of/agent
(name)
for Chambers County and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said Chambers County.
(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: G P Evans Contractors LLC

P.O. Box 1704 Winnie, Texas

Fax (409) 296-1167 Telephone: (409) 201-1181

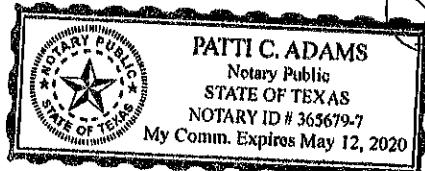
by: Gina Evans Title: OWNER
(print name)

Signature: Gina Evans

SUBSCRIBED AND SWORN to before me by the above-named

Gina Evans on

this the 20 day of November, 2019.



Patti C. Adams
Notary Public in and for
the State of Texas

Bidder Shall Return Completed Form with Offer.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 20
11/18/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

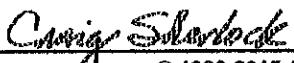
PRODUCER		CONTACT NAME: Alicia Burton	
J. S. Edwards & Sherlock		PHONE (A/C, No, Ext): 409 832-7736	FAX (A/C, No): 409-833-1721
Insurance Agency, LLP		E-MAIL: Alicia@edwardsandsherlock.com	
P. O. Box 22237		ADDRESS: 	
Beaumont, TX 77720			
INSURED		INSURER(S) AFFORDING COVERAGE	NAIC #
GP Evans Contractors, LLC		INSURER A: Republic Underwriters Ins Co	24538
O Box 1706		INSURER B: Evanston Insurance Company	35378
Winnie, TX 77665		INSURER C: Service Lloyds Insurance Co	43389
		INSURER D: 	
		INSURER E: 	
		INSURER F: 	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY		RCP100254200	03/21/2019	03/21/2020	EACH OCCURRENCE \$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (EA occurrence) \$300,000
						MED EXP (Any one person) \$5,000
						PERSONAL & ADV INJURY \$1,000,000
						GENERAL AGGREGATE \$2,000,000
						PRODUCTS - COMP/OP AGG \$2,000,000
GENL AGGREGATE LIMIT APPLIES PER:						
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
OTHER:						
AUTOMOBILE LIABILITY						
	ANY AUTO OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS				COMBINED SINGLE LIMIT (EA accident) \$
	Hired AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY				BODILY INJURY (Per person) \$
B	UMBRELLA LIAB	<input type="checkbox"/> OCCUR	XOMH1000897	03/21/2019	03/21/2020	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$				<input type="checkbox"/> AGGREGATE \$
						<input type="checkbox"/> EACH OCCURRENCE \$1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y/N	WC01004942019A	03/21/2019	03/21/2020	<input checked="" type="checkbox"/> PER STATUTE \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	<input checked="" type="checkbox"/> Y				OTHER \$
	(Mandatory in NH)					E.I. EACH ACCIDENT \$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.I. DISEASE - EA EMPLOYEE \$1,000,000
		E.I. DISEASE - POLICY LIMIT \$1,000,000				

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

CERTIFICATE HOLDER	CANCELLATION
Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, TX 77701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	

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Policy number: 08199036-8

Underwritten by
PROGRESSIVE COUNTY MUTUAL INS CO
November 19, 2019
Page 1 of 2

Certificate of Insurance

Certificate Holder

JEFFERSON COUNTY PURCHASING DEPT.
1149 PEAR ST, 1ST FLOOR
BEAUMONT, TX 77701

Insured

GP EVANS CONTRACTORS LLC
EVANS CONTRACTORS
P O BOX 1706
WINNIE, TX 77665

Agent

MARTIN INS AGENCY
895 MOWBRAY ST.
SOU LAKE, TX 77659

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: Aug 17, 2019

Policy Expiration Date: Aug 17, 2020

Insurance coverage(s)

BODILY INJURY/PROPERTY DAMAGE

Limits

\$1,000,000 COMBINED SINGLE LIMIT

Description of Location/Vehicles/Special Items**Scheduled autos only**

2013 FORD E250 1FT7W2816DEB22154			
PERSONAL INJURY PROTECTION	\$25,000		
COMPREHENSIVE	\$2,500 DED		
COLLISION	\$2,500 DED		
RENTAL REIMBURSEMENT	\$50 PER DAY (\$1,500 MAX)		
2013 PJ TRAILER 4P5104026D1188975			
COMPREHENSIVE	\$1,000 DED	Stated Amount	\$9,500
COLLISION	\$1,000 DED		

Evans Contractor
P.O. Box 1100
Winnie, Texas 77665

Jefferson County Purchasing Department
1149 Pearl St 1st Floor
Beaumont, TX 77701

rec 11/20/12
10:51 am
Ugauer

Bidder Information Form

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

Bid Name & Number: Re-Bid Term Contract for Mowing for Jefferson County, IFB 19-060/YS

Bidder's Company/Business Name: Universal Operations LLC

Bidder's TAX ID Number: 47-2955174

Contact Person: Joel Hebert **Title:** Supervisor

Phone Number (with area code): 409-722-8615

Alternate Phone Number if available (with area code): 409-926-1013

Fax Number (with area code): 409-721-5090

Email Address: nicole@UniversalOperations.org

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

Address 3911 N Twin City Hwy

City, State, Zip Code Nederland, TX 77627

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:

Universal Operations

Company Name

3911 N Twin City Hwy

Address

For clarification of this offer, contact:

Joel Hebert

Name

Nederland TX 77622

City

State

Zip

409-722-8615

409-721-5090

Phone

Fax

Joel Hebert

Signature of Person Authorized to Sign

nicole@UniversalOperations.org

E-mail

Joel Hebert

Printed Name

Supervisor

Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Mowing 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 19-060/YS, Re-Bid Term Contract for Mowing for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Total amount of bid \$ 21,240⁰⁰ /annually

List of equipment to be used:

2015 LS TRACTOR XR4046 H with cab
 6' Bush Hog, Fork & Bucket Attachments
 2 ea 60" EXMARK Riding mowers
 1 ea 60" Bad boy Riding mower
 ASSORTMENT OF weed eater's And Blowers
 24' CARGO TRAILER

Company Name: Universal Operations LLC

Company Address: 3911 N Twin City Hwy

City, State, Zip Code: Nederland TX 77627

Telephone Number(s): 409-722-8615

Fax Number(s): 409-721-5090

Email: nicole@universaloperations.org

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: American Real estate - HOA
 Address: 1620 Wellington Beaumont TX
 Contact Person and Title: Brenda Jenkins - President
 Phone: _____ Fax: _____
 Email Address: brenda@brownlaw.com Contract Period: _____
 Scope of Work: Maintain lawn at properties

REFERENCE TWO

Government/Company Name: Awright Real estate
 Address: 575 Lucas Dr Beaumont TX 77704
 Contact Person and Title: Shirley Reese - Owner
 Phone: 409-835-7368 Fax: _____
 Email Address: _____ Contract Period: _____
 Scope of Work: Maintain lawns at properties

REFERENCE THREE

Government/Company Name: Port Arthur News
 Address: 2349 Memorial Blvd Port Arthur TX
 Contact Person and Title: Jeree Purwell
 Phone: 409-721-2400 Fax: _____
 Email Address: _____ Contract Period: _____
 Scope of Work: Maintain lawn at office

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.

Universal Operations

Bidder (Entity Name)

3911 N Twin City Hwy

Street & Mailing Address

Nederland TX 77627

City, State & Zip

409-722-8215

Telephone Number

Nicole@universaloperations.org

E-mail Address



Signature

Joel Hebert

Print Name

11/19/2019

Date Signed

409-721-5090

Fax Number

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
<p>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).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>		OFFICE USE ONLY
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(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.)</p>		Date Received
<p>3 Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center; margin-top: 10px;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p> <p style="text-align: center;">(Leave blank)</p>		
<p>4 _____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity</p>		Date

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

N/A

39

Local Government Officer Conflicts Disclosure Statement - OFFICE USE ONLY

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

Adopted 8/7/2015

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

Yes No

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

Did the Prime Contractor/Consultant ...

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.

Joel Hebert

Printed Name of Authorized Representative

Joel Hebert

Signature

Supervisor

Title

11/19/19

Date

Bidder Shall Return Completed Form with Offer.

We are a small business, but have enough man power to maintain job as we have in previous years

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: Universal Operations Inc HUB: Yes No
 Address: 3911 N Twin City Hwy Nechville TX 77627
 Street City State Zip
 Phone (with area code): 409-722-8615 Fax (with area code): 409-721-5690
 Project Title & No.: _____
 Prime Contract Amount: \$ 21,240

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: _____

Joel Hebert
 Printed Name of Contractor Representative

Joel Hebert
 Signature of Representative

11/11/19
 Date

Printed Name of HUB

Signature of Representative

Date

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

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

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

N

Prime Contractor: Universal Operations LLC HUB

HUB: Yes No

HUB Status (Gender & Ethnicity):

Phone (with area code): **409-722-8615** Fax (with area code): **409-721-5090**

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

Total Contract: \$ 21,260 Total HUB Subcontract(s): \$

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity):

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

Address: _____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed:

Bidder Shall Return Completed Form with Offer.

N/A

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 2 OF 4

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet
(Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
 Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
 Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

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

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

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

- All subcontractors to be utilized are "Non-HUBs." (Complete Part III)
- HUBs were solicited but did not respond.
- HUBs solicited were not competitive.
- HUBs were unavailable for the following trade(s):
- Other: *We are a small business, but have enough manpower to maintain job as we have in*

Was the Jefferson County HUB Office contacted for assistance in locating HUBs?

Yes No

*Previous
Years*

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.

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 Universal Operations LLC [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.):	<u>47-2955174</u>
Company Name submitting bid/proposal:	<u>Universal Operations LLC</u>
Mailing address:	<u>3911 N Twin City Hwy Nederland TX 77627</u>
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**
<u>011750-000/024900-</u>	<u>3911 N Twin City Hwy Nederland TX 77627</u>

* 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, Joel Hebert, the undersigned representative of (company or business name) Universal Operations LLC (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:

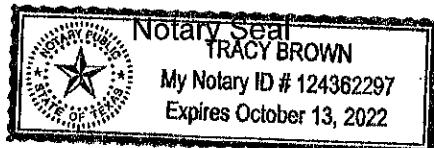
1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled 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.

Joel Hebert
Signature of Company Representative

11/20/19
Date

On this 20 day of NOV., 2019, personally appeared

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



Tracy Brown
Notary Signature

11/20/19
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 TEXAS COUNTY OF Jefferson

BEFORE ME, the undersigned authority, a Notary Public in and for the State of TX, on this day personally appeared Joel Hebert, who (name) after being by me duly sworn, did depose and say:

"I, Joel Hebert am a duly authorized officer of/agent (name) for Universal Operations LLC and have been duly authorized to execute the (name of firm) foregoing on behalf of the said Universal Operations LLC (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."

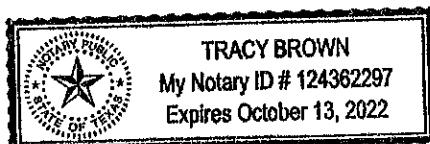
Name and address of bidder: Universal Operations LLC
3911 N. Twin City, Nederland TX 77627
Fax: 409-721-5090 Telephone# 409-722-8605
by: Joel Hebert Title: Supervisor
(print name)

Signature: Joel Hebert

SUBSCRIBED AND SWORN to before me by the above-named

Joel Hebert on
this the 20 day of NOV., 2019.

Tracy Brown
Notary Public in and for
the State of TX



Bidder Shall Return Completed Form with Offer.

Form
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

W-9

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. UNIVERSAL OPERATIONS LLC						
2 Business name/disregarded entity name, if different from above						
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ► _____ <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small> <input type="checkbox"/> Other (see instructions) ► _____						
5 Address (number, street, and apt. or suite no.) P O BOX 1757				6 City, state, and ZIP code NEDERLAND TX 77627		
7 List account number(s) here (optional)						

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>		
or									
Employer identification number									
4	7	-	2	9	5	5	1	7	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

- Form 1099-C (canceled debt)

- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Original

Universal Operations
3911 N. Twin City Hwy

Wendell, NC

77627

"Sealed Bid"

Bid # ICB 19-0601/15

Re-Bid Term CONTRACT for mowers
For Jefferson County

Bid Due Wednesday 11/20/19 11:00 AM

Addressed To Purchasing Agent

Rec. 11/20/19

10:44 AM 11/20/19

ATTACHMENT A

IFB 19-060/YS
Re-Bid Term Contract for Mowing for Jefferson County

Vendor	Annual Amount
Universal Operations LLC 3911 N Twin City Highway Nederland TX 77627 ph: 409-722-8615 fx: 409-721-5090 attn: Joel Hebert nicole@universaloperations.org	\$21,240.00

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:

Universal Operations

Company Name

3911 N Twin City Hwy

Address

For clarification of this offer, contact:

Joel Hebert

Name

Nederland TX 77627

City

State

Zip

409-722-8615

409-721-8090

Phone

Fax

Joel Hebert

Signature of Person Authorized to Sign

Nicole@UniversalOperations.org

E-mail

Joel Hebert

Printed Name

Supervisor

Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

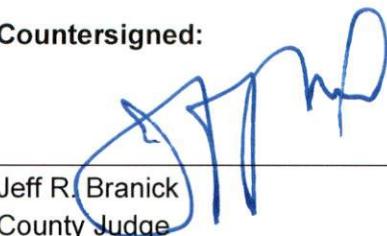
The Offer is hereby accepted for the following items: Mowing for Jefferson County Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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 19-060/YS, Re-Bid Term Contract for Mowing for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

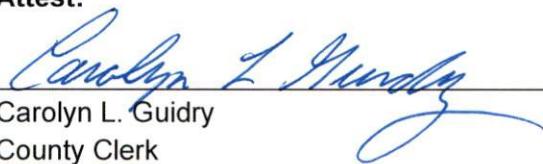


December 3, 2019

Date

Attest:

Carolyn L. Guidry
County Clerk



Bidder Shall Return Completed Form with Offer.

Deb Syphrett-Clark

From: Michael Waidley <michaelw@setexconstruction.com>
Sent: Tuesday, October 29, 2019 8:55 AM
To: Deb Clark
Subject: Midway Asphalt

To overlay the Midway with 1 ½" asphalt, repair 40 x 40 base and repair the 12 locations of the misaligned culverts utilizing Choice Partners Coop.

\$772,370.11 including Bond



Michael Waidley
Project Manager

SETEX Facilities and Maintenance.
"Strength in Construction"
www.setexconstruction.com
P.O. Box 20658
Beaumont, TX 77720-0658
Phone: (409)842-8181
Fax: (409) 842-2274



Mailing Address:
P.O. Box 20658
Beaumont, Texas 77720-0658

✉ (409) 842-8181
☎ (409) 842-2274
✉ selex@setexconstruction.com
✉ setexconstruction.com

November 8, 2019

Deb Clark
Jefferson County Purchasing
1149 Pearl
Beaumont, TX 77701

Project: "Midway Asphalt Overlay"

General Contracting

Subject: "Proposal"

Job Order Contracting

Dear Deb:

We are pleased to submit our proposal utilizing our 15/041JN-11-2015 Choice Partners JOC Texas Contract based on local CCI and our coefficient of .89.

Facilities Maintenance

Proposal Recap:

Words

Commercial

- Repair base on a 40' x 40' area as identified on the geotechnical investigation dated September 2019.
- AEP Prime coat area.
- Overlay the midway with 1 1/2" hot mix

Industrial

Government

Proposal Cost	\$ 633,601.63
Bond (if applicable)	\$ 15,840.04
Total Price	\$ 649,441.67

Healthcare

Exclusions:

Unforeseen items beyond specified scope listed above, overtime, and liquidated damages.

Infrastructure

We estimate approximately **thirty (30)** working days to complete upon material delivery

Corporate

This pricing is based on recommended work hours of Monday thru Friday 7:00 am to 5:00 pm. Once accepted this proposal turns into a lump sum contract. Please contact us at 409-842-8181 at your convenience to discuss this estimate.

Education

Respectfully submitted,
SETEX Facilities & Maintenance, LLC.



Performing Arts

Michael Waidley
Project Manager

cc: SETEX/file

19-0195

Historical



Preliminary Estimate, by estimates
Michael Waldley
SETEX Facilities and Maintenance, LLC
15/041JN-11 - 2015 Choice Partners JOC Texas SETEX - Renewal - 8/18/2018
to 8/17/2
Jefferson County Midway Asphalt - 19-0195

Estimator: Michael Waldley

Summary of tagged estimates...

Division Summary (MF04)

01 - General Requirements	\$53,785.30	26 - Electrical
02 - Existing Conditions	\$1,454.20	27 - Communications
03 - Concrete		28 - Electronic Safety and Security
04 - Masonry		31 - Earthwork
05 - Metals		32 - Exterior Improvements
06 - Wood, Plastics, and Composites		33 - Utilities
07 - Thermal and Moisture Protection		34 - Transportation
08 - Openings		35 - Waterway and Marine Transportation
09 - Finishes		41 - Material Processing and Handling Equipment
10 - Specialties		44 - Pollution Control Equipment
11 - Equipment		46 - Water and Wastewater Equipment
12 - Furnishings		48 - Electric Power Generation
13 - Special Construction		Alternate
14 - Conveying Equipment		\$525,571.20
21 - Fire Suppression		\$9,738.00
22 - Plumbing		Trades
23 - Heating, Ventilating, and Air-Conditioning (HVAC)		Assemblies
25 - Integrated Automation		FMR
Totalling Components		MF04 Total (Without totalling components)
Priced Line Items	\$810,833.64	\$810,833.64
RSMeans BEAUMONT, TX CCI 2019Q2, 87.80%	\$98,921.70	\$98,921.70

Material, Labor, and Equipment Totals (No Totalling Components)

Material:	\$578,007.45	2015 Choice Partners JOC SETEX Texas Normal (-11.0000%)	\$78,310.31
Labor:	\$138,362.95	Nonpriced Line Items	
Equipment:	\$94,463.25		
Other:	\$1,547.93		
Laborhours:	1,547.93		
Green Line Items:0	\$0.00		

Priced/Non-Priced

Total Priced Items:	32	\$810,833.64
Total Non-Priced Items:	30	\$0.00
	32	\$810,833.64

Grand Total

\$633,601.63

Preliminary Estimate, by estimates

Asphalt Overlay

Estimator: Michael Waidley

Division Summary (MF04)

01 - General Requirements	\$47,823.80	26 - Electrical
02 - Existing Conditions		27 - Communications
03 - Concrete		28 - Electronic Safety and Security
04 - Masonry		31 - Earthwork
05 - Metals		32 - Exterior Improvements
06 - Wood, Plastics, and Composites		33 - Utilities
07 - Thermal and Moisture Protection		34 - Transportation
08 - Openings		35 - Waterway and Marine Transportation
09 - Finishes		41 - Material Processing and Handling Equipment
10 - Specialties		44 - Pollution Control Equipment
11 - Equipment		46 - Water and Wastewater Equipment
12 - Furnishings		48 - Electric Power Generation
13 - Special Construction		Alternate
14 - Conveying Equipment		Trades
21 - Fire Suppression		Assemblies
22 - Plumbing		FMR
23 - Heating, Ventilating, and Air-Conditioning (HVAC)		MF04 Total (Without totalling components)
25 - Integrated Automation		\$794,316.41

Totalling Components

Priced Line Items	\$794,316.41	2015 Choice Partners JOC SETEX Texas Normal (-11.0000%)	\$76,715.08
RSMeans BEAUMONT, TX CCI 2019Q2, 87.80%	\$(96,906.60)		

Material, Labor, and Equipment Totals (No Totalling Components)

Material:	\$573,676.98	Total Priced Items:	20	\$794,316.41
Labor:	\$132,425.68	Total Non-Priced Items:	0	\$0.00
Equipment:	\$388,213.75			0.00%
Other:	\$0.00			
Laborhours:	1,473.29			
Green Line Items:	\$0.00			

Estimate Grand Total

\$620,694.73

Preliminary Estimate, by estimates

Estimator: Michael Waidley

Item	Description	UM	Quantity	Asphalt Overlay		
				Unit Cost	Total	Book
01 - General Requirements						
1 01-31-13-20-0260	Field personnel, superintendent, average	Week	4.0000	\$3,725.00	\$14,900.00 RSM19FAC L, O&P	P
2 01-54-33-20-1300-3	Rent per week for rent vibratory plate compactor gas 18" plate 3000 lb blow	Ea.	4.0000	\$77.55	\$310.20 RSM19FAC E, O&P	P
3 01-54-33-20-3000-3	Rent per week for rent roller, vibratory, tandem, smooth drum, 20 H.P.	Ea.	0.0000	\$495.00	RSM19FAC E, O&P	P
4 01-54-33-20-4880-3	Rent per week for rent loader, skid steer, wheeled, 10 CF, 30 HP	Ea.	4.0000	\$539.00	\$2,156.00 RSM19FAC E, O&P	P
5 01-54-33-40-4030-3	Rent per week for rent paver bituminous, rubber tires 10 wide, 150 HP, diesel	Ea.	0.0000	\$6,215.00	RSM19FAC E, O&P	P
6 01-54-33-40-6950-3	Rent per week for rent water truck, off highway 6000 gallon capacity	Ea.	4.0000	\$2,667.50	\$10,670.00 RSM19FAC E, O&P	P
7 01-54-33-40-7100-3	Rent per week for rent truck pickup 3/4 ton 2 wheel drive	Ea.	4.0000	\$196.90	\$787.60 RSM19FAC E, O&P	P
8 01-54-33-50-3400-3	Rent per week for highway equip rental; road mixer, self propelled, 310 H.P.	Ea.	0.0000	\$6,902.50	RSM19FAC E, O&P	P
9 01-54-33-50-4100-3	Rent per week for highway equip rental; road mixer, self propelled, 310 H.P.	Ea.	0.0000	\$6,902.50	RSM19FAC E, O&P	P
10 01-54-36-50-1300	Mobilization or demobilization, delivery charge for equipment, hauled on 3-ton capacity towed trailer	Ea.	2.0000	\$305.00	\$610.00 RSM19FAC L, E, O&P	P
	Mobilization and Demobilization Street Sweeper					
11 01-54-36-50-1300	Mobilization or demobilization, delivery charge for equipment, hauled on 3-ton capacity towed trailer	Ea.	2.0000	\$305.00	\$610.00 RSM19FAC L, E, O&P	P
12 01-54-36-50-1400	Mobilization or demobilization, delivery charge for equipment, hauled on 20-ton capacity towed trailer	Ea.	4.0000	\$865.00	\$3,460.00 RSM19FAC L, E, O&P	P
	Mobilization and Demobilization for (2) Tandem Rollers					
13 01-54-36-50-1400	Mobilization or demobilization, delivery charge for equipment, hauled on 20-ton capacity towed trailer	Ea.	2.0000	\$865.00	\$1,730.00 RSM19FAC L, E, O&P	P
	Mobilization and Demobilization of Skid Steer					
14 01-54-36-50-1400	Mobilization or demobilization, delivery charge for equipment, hauled on 20-ton capacity towed trailer	Ea.	2.0000	\$865.00	\$1,730.00 RSM19FAC L, E, O&P	P
	Mobilization and Demobilization of Asphalt Paver					
15 01-54-36-50-1400	Mobilization or demobilization, delivery charge for equipment, hauled on 20-ton capacity towed trailer	Ea.	2.0000	\$865.00	\$1,730.00 RSM19FAC L, E, O&P	P
	Mobilization and Demobilization of Pneum. Roller					
01 - General Requirements Total					\$47,823.80	

31 - Earthwork

Preliminary Estimate, by estimates

Asphalt Overlay

Estimator: Michael Waidley

31 - Earthwork

Item	Description	UM	Quantity	Unit Cost	Total	Book
16 31-23-23-20-1300	Cycle hauling(wait, load, travel, unload or dump & return) time per cycle, excavated or borrow, loose cubic yards, 20 min load/wait/unload, 12 C.Y. truck, cycle 30 miles, 45 MPH, excludes loading equipment	L.C.Y.	2,512.5930	\$12.80	\$32,161.19	RSM19FAC L.E. O&P P
	1975.309*1.20*1.06 = 2,512.59					

31 - Earthwork Total

32 - Exterior Improvements

17 32-12-16-13-3000	Plant-mix asphalt paving, pre-treatment for paving, prime coat, emulsion, 0.30 gallons/S.Y., 1000 S.Y.	S.Y.	37,688.8883	\$3.12	\$117,589.33	RSM19FAC M.L. E. O&P P
	3555.555*1.06 = 37,688.89					

32 - Exterior Improvements Total

Alternate

19 32-12-16-13-0852	Plant-mix asphalt paving, for highways and large paved areas, wearing course, alternate method for developing paving costs, 2" thick, no hauling included	Ton	4,320.0000	\$121.66	\$525,571.20	CUSTOM M.L. E. O&P P
	4000*1.08 = 4,320.00					

Alternate Total

Trades						
20 EQLT	Equipment Operators, Light Equipment - 2019 RSMMeans Facilities O&P Rate	Hour	120.0000	\$81.15	\$9,738.00	Trades L. O&P P
	40*3 = 120.00					
Trades Total					\$9,738.00	
Estimate Grand Total					620,694.73	

Preliminary Estimate, by estimates

Base Repairs

Estimator: Michael Waidley

Division Summary (MF04)

01 - General Requirements	\$5,951.50	26 - Electrical
02 - Existing Conditions	\$1,454.20	27 - Communications
03 - Concrete		28 - Electronic Safety and Security
04 - Masonry		31 - Earthwork
05 - Metals		32 - Exterior Improvements
06 - Wood, Plastics, and Composites		33 - Utilities
07 - Thermal and Moisture Protection		34 - Transportation
08 - Openings		35 - Waterway and Marine Transportation
09 - Finishes		41 - Material Processing and Handling Equipment
10 - Specialties		44 - Pollution Control Equipment
11 - Equipment		46 - Water and Wastewater Equipment
12 - Furnishings		48 - Electric Power Generation
13 - Special Construction		Alternate
14 - Conveying Equipment		Trades
21 - Fire Suppression		Assemblies
22 - Plumbing		FMR
23 - Heating, Ventilating, and Air-Conditioning (HVAC)		MF04 Total (Without totalling components)
25 - Integrated Automation		\$16,517.23

Totalling Components

Priced Line Items	\$16,517.23	2015 Choice Partners JOC SETEX Texas Normal (-11.0000%)	\$1,555.23
RSMeans BEAUMONT, TX CCI 2019Q2, 87.80%	\$2,015.10		

Material, Labor, and Equipment Totals (No Totalling Components)

Material:	\$4,330.47	Total Priced Items:	12	\$16,517.23
Labor:	\$5,937.27	Total Non-Priced Items:	0	\$0.00 0.00%
Equipment:	\$6,249.50			
Other:	\$0.01			
Laborhours:	74.64			
Green Line Items:0	\$0.00			

Estimate Grand Total

\$12,906.90

Preliminary Estimate, by estimates

Estimator: Michael Waidley

Base Repairs

Item	Description	UW	Quantity	Unit Cost	Total	Book
01 - General Requirements						
1	01-54-33-10-2600-2 Rent per day for rent saw concrete manual gas 18 HP	Ea.	2.0000	\$52.25	\$104.50 RSM19FAC E, O&P	P
2	01-54-33-20-0150-3 Rent per week for rent excavator diesel hydraulic crawler mounted 1 CY	Ea.	1.0000	\$2,310.00	\$2,310.00 RSM19FAC E, O&P	P
3	01-54-33-20-3000-3 Rent per week for rent roller, vibratory, tandem, smooth drum, 20 H.P.	Ea.	1.0000	\$495.00	\$495.00 RSM19FAC E, O&P	P
4	01-54-36-50-1200 Mobilization or demobilization, delivery charge for small equipment, placed in rear of, or towed by pickup truck	Ea.	2.0000	\$196.00	\$392.00 RSM19FAC L, E, O&P	P
5	01-54-36-50-1300 Mobilization or demobilization, delivery charge for equipment, hauled on 3-ton capacity towed trailer	Ea.	2.0000	\$305.00	\$610.00 RSM19FAC L, E, O&P	P
6	01-54-36-50-1500 Mobilization or demobilization, delivery charge for equipment, hauled on 40-ton capacity towed trailer	Ea.	2.0000	\$1,025.00	\$2,050.00 RSM19FAC L, E, O&P	P

01 - General Requirements Total

03 - Concrete

7	03-81-13-50-0300 Concrete sawing, concrete slabs, plain, up to 3" deep, includes blade cost, layout and set up time 40+40+40+40 = 160.00	L.F.	160.0000	\$1.77	\$283.20 RSM19FAC M, L, E, O&P	P
8	03-81-13-50-0300-0320 Concrete sawing, concrete, existing slab, plain, for each additional inch of depth over 3", includes blade cost, layout and set up time (Modified using 40+40+40+40 = 160.00	L.F.	160.0000	\$0.60	\$96.00 RSM19FAC M, L, E, O&P	P

03 - Concrete Total

32 - Exterior Improvements

Item	Description	UW	Quantity	Unit Cost	Total	Book
10	32-11-23-23-0310 Base course drainage layers, aggregate base course, minimum labor/	Job	1.0000	\$4,725.00	\$4,725.00 RSM19FAC L, E, O&P	P
11	32-11-23-23-1523 Base course drainage layers, aggregate base course for roadways and large paved areas, alternate method to figure base course, crushed stone, compacted, 1-1/2", 12" deep ((40*40*1/27)*1.8 = 106.67	E.C.Y.	106.6667	\$38.00	\$4,053.33 RSM19FAC M, L, E, O&P	P
12	32-11-23-23-1523-6900 Base course drainage layers, aggregate base course for small and irregular areas, add (Modified using 32-11-23-23-6900) ((40*40*1/27)*1.8 = 106.67	E.C.Y.	106.6667	\$3.03	\$323.20 RSM19FAC L, E, O&P	P

Preliminary Estimate, by estimates**Base Repairs**

Item	Description	UM	Quantity	Unit Cost	Total	Book
	32 - Exterior Improvements Total					\$9,101.53
	Estimate Grand Total					12,906.90

Estimator: Michael Waidley

32 - Exterior Improvements



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: Jamey West
Assistant Purchasing Agent *JW*

Date: November 21, 2019

Re: Disposal of Scrap Property

Consider and possibly approve disposal of scrap metal property. Scrap property to be transported to a metal salvage company and there sold for such price as it may command and return funds to the County.

Thank you.

JEFFERSON COUNTY, TEXAS
1149 PEARL STREET
BEAUMONT, TX 77701

DISPOSAL OF SCRAP MATERIALS

November 26, 2019

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
CORRECTIONAL FACILITY	3 COMMERCIAL DRYERS		
CORRECTIONAL FACILITY	5,000 POUNDS OF SCRAP METAL & PIPE		
CORRECTIONAL FACILITY	3 FILING CABINETS		
CORRECTIONAL FACILITY	LOCKER		
CORRECTIONAL FACILITY	6-DOORS		
CORRECTIONAL FACILITY	4 TRAY CARTS		
CORRECTIONAL FACILITY	WATER FOUNTAIN		
CORRECTIONAL FACILITY	KETTLE		
CORRECTIONAL FACILITY	WELDING TRAILER		
CORRECTIONAL FACILITY	2 FINISH MOWERS		
CORRECTIONAL FACILITY	3 WEEDEATERS		
CORRECTIONAL FACILITY	LIFT		
CORRECTIONAL FACILITY	BOILER		
CORRECTIONAL FACILITY	4 AIR DUCT PARTS		
CORRECTIONAL FACILITY	6 SQUIRREL CAGES		
CORRECTIONAL FACILITY	4 PURGE FANS		
CORRECTIONAL FACILITY	8 DRYERS		
CORRECTIONAL FACILITY	9 WASHERS		
CORRECTIONAL FACILITY	8 GAS HEATERS		
CORRECTIONAL FACILITY	200 LBS. MISC. SCRAP METAL		
contact person: <i>Mistey Reeves</i>			

Deb Syphrett-Clark

From: Michael Waidley <michaelw@setexconstruction.com>
Sent: Tuesday, October 29, 2019 8:55 AM
To: Deb Clark
Subject: Midway Asphalt

To overlay the Midway with 1 ½" asphalt, repair 40 x 40 base and repair the 12 locations of the misaligned culverts utilizing Choice Partners Coop.

\$772,370.11 including Bond



Michael Waidley
Project Manager

SETEX Facilities and Maintenance.
"Strength in Construction"
www.setexconstruction.com
P.O. Box 20658
Beaumont, TX 77720-0658
Phone: (409)842-8181
Fax: (409) 842-2274



JOC 19-023/DC

Mailing Address:
P.O. Box 20658
Beaumont, Texas 77720-0658

Phone: (409) 842-8181
Fax: (409) 842-2274
Email: setex@setexconstruction.com
Website: setexconstruction.com

General Contracting

Job Order Contracting

Facilities Maintenance

Commercial

Industrial

Government

Healthcare

Infrastructure

Corporate

Education

Performing Arts

Historical

November 22, 2019

Deb Clark
Jefferson County Purchasing
1149 Pearl
Beaumont, TX 77701

Project: "Midway Drainage"
Subject: "Proposal"

Dear Deb:

We are pleased to submit our proposal utilizing our 15/041JN-11-2015 Choice Partners JOC Texas Contract based on local CCI and our coefficient of .89.

Proposal Recap:

- Realign culverts
- Set in cement stabilized sand
- Ram-Nek between pipe joints where accessible
- Back Fill and Compact
- Reinstall Lime base and Compact

Locations:

- Line 1, Split 1 towards building, 18.6 ft – pipe offset
- Line 1, Split 2 towards building, 60.3 ft – slight offset, 67.2 ft - spalling
- Line 1, Towards IH 10, 61.5 ft – major offset, 128.5 ft – major offset
- Line 2, Towards IH 10, 97.5 ft – offset, 234 ft – major spalling, 275 ft – offset, 281 ft – offset/spalling, 342 ft – offset, 475 ft – spalling
- Line 2, Towards outfall ditch, 62 ft – offset, 215 ft – offset, 226 ft - offset
- Line 3, Towards IH 10, 209 ft – slight offset, 415 ft – major offset
- Line 3, Towards outfall ditch, 53 ft – slight offset, 230 ft- potential open joint

Proposal Cost	\$ 121,585.33
Bond (if applicable)	\$ 3,039.63
Total Price	\$ 124,624.96

Exclusions:

Unforeseen items beyond specified scope listed above, overtime, and liquidated damages.

We estimate approximately **thirty (30)** working days to complete upon material delivery

This pricing is based on recommended work hours of Monday thru Friday 7:00 am to 5:00 pm. Once accepted this proposal turns into a lump sum contract. Please contact us at 409-842-8181 at your convenience to discuss this estimate.

Respectfully submitted,
SETEX Facilities & Maintenance, LLC.


Michael Waidley
Project Manager

cc: SETEX/file
19-0266

ATTEST:


Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS

Jeff Branck, County Judge





15/041JN-11 - 2015 Choice Partners JOC Texas SETEX - Renewal - 8/18/2018 to 8/17/2019

Jefferson County Midway Asphalt - 19-0195

Estimator: Michael Waidley

Division Summary (MF04)

01 - General Requirements	\$53,785.30	26 - Electrical
02 - Existing Conditions	\$1,454.20	27 - Communications
03 - Concrete		28 - Electronic Safety and Security
04 - Masonry		31 - Earthwork
05 - Metals		32 - Exterior Improvements
06 - Wood, Plastics, and Composites		33 - Utilities
07 - Thermal and Moisture Protection		34 - Transportation
08 - Openings		35 - Waterway and Marine Transportation
09 - Finishes		41 - Material Processing and Handling Equipment
10 - Specialties		44 - Pollution Control Equipment
11 - Equipment		46 - Water and Wastewater Equipment
12 - Furnishings		48 - Electric Power Generation
13 - Special Construction		Alternate
14 - Conveying Equipment		\$525,571.20
21 - Fire Suppression		\$9,738.00
22 - Plumbing		Trades
23 - Heating, Ventilating, and Air-Conditioning (HVAC)		Assemblies
25 - Integrated Automation		FMR
Totalling Components		MF04 Total (Without totalling components)
Priced Line Items	\$810,833.64	\$810,833.64
RSMeans BEAUMONT, TX CCI 2019Q2, 87.80%	\$98,921.70	\$98,921.70

Material, Labor, and Equipment Totals (No Totalling Components)

Material:	\$578,007.45	2015 Choice Partners JOC SETEX Texas Normal (-11.0000%)	\$78,310.31
Labor:	\$138,362.95	Nonpriced Line Items	
Equipment:	\$94,463.25		
Other:	\$1,547.93		
Laborhours:	1,547.93		
Green Line Items:0	\$0.00		

Grand Total

\$633,601.63

Summary of tagged estimates...

Preliminary Estimate, by estimates

Asphalt Overlay

Estimator: Michael Waidley

Division Summary (MF04)

01 - General Requirements	\$47,823.80	26 - Electrical
02 - Existing Conditions		27 - Communications
03 - Concrete		28 - Electronic Safety and Security
04 - Masonry		31 - Earthwork
05 - Metals		32 - Exterior Improvements
06 - Wood, Plastics, and Composites		33 - Utilities
07 - Thermal and Moisture Protection		34 - Transportation
08 - Openings		35 - Waterway and Marine Transportation
09 - Finishes		41 - Material Processing and Handling Equipment
10 - Specialties		44 - Pollution Control Equipment
11 - Equipment		46 - Water and Wastewater Equipment
12 - Furnishings		48 - Electric Power Generation
13 - Special Construction		Alternate
14 - Conveying Equipment		Trades
21 - Fire Suppression		Assemblies
22 - Plumbing		FMR
23 - Heating, Ventilating, and Air-Conditioning (HVAC)		MF04 Total (Without totalling components)
25 - Integrated Automation		\$794,316.41

Totalling Components

Priced Line Items	\$794,316.41	2015 Choice Partners JOC SETEX Texas Normal (-11.0000%)	\$76,715.08
RSMeans BEAUMONT, TX CCI 2019Q2, 87.80%	\$(96,906.60)		

Material, Labor, and Equipment Totals (No Totalling Components)

Material:	\$573,676.98	2015 Choice Partners JOC SETEX Texas Normal (-11.0000%)	\$76,715.08
Labor:	\$132,425.68		
Equipment:	\$38,213.75		
Other:	\$0.00		
Laborhours:	1,473.29		
Green Line Items:	\$0.00		

Estimate Grand Total

\$620,694.73

Preliminary Estimate, by estimates

Estimator: Michael Waidley

Item	Description	UM	Quantity	Asphalt Overlay		
				Unit Cost	Total	Book
01 - General Requirements						
1 01-31-13-20-0260	Field personnel, superintendent, average	Week	4.0000	\$3,725.00	\$14,900.00 RSM19FAC L, O&P	P
2 01-54-33-20-1300-3	Rent per week for rent vibratory plate compactor gas 18" plate 3000 lb blow	Ea.	4.0000	\$77.55	\$310.20 RSM19FAC E, O&P	P
3 01-54-33-20-3000-3	Rent per week for rent roller, vibratory, tandem, smooth drum, 20 H.P.	Ea.	0.0000	\$495.00	RSM19FAC E, O&P	P
4 01-54-33-20-4880-3	Rent per week for rent loader, skid steer, wheeled, 10 CF, 30 HP	Ea.	4.0000	\$539.00	\$2,156.00 RSM19FAC E, O&P	P
5 01-54-33-40-4030-3	Rent per week for rent paver bituminous, rubber tires 10 wide, 150 HP, diesel	Ea.	0.0000	\$6,215.00	RSM19FAC E, O&P	P
6 01-54-33-40-6950-3	Rent per week for rent water truck, off highway 600 gallon capacity	Ea.	4.0000	\$2,667.50	\$10,670.00 RSM19FAC E, O&P	P
7 01-54-33-40-7100-3	Rent per week for rent truck pickup 3/4 ton 2 wheel drive	Ea.	4.0000	\$196.90	\$787.60 RSM19FAC E, O&P	P
8 01-54-33-50-3400-3	Rent per week for highway equip rental; road mixer, self propelled, 310 H.P.	Ea.	0.0000	\$6,902.50	RSM19FAC E, O&P	P
9 01-54-33-50-4100-3	Rent per week for highway equip rental; road mixer, self propelled, 310 H.P.	Ea.	0.0000	\$6,902.50	RSM19FAC E, O&P	P
10 01-54-36-50-1300	Mobilization or demobilization, delivery charge for equipment, hauled on 3-ton capacity towed trailer	Ea.	2.0000	\$305.00	\$610.00 RSM19FAC L, E, O&P	P
	Mobilization and Demobilization Street Sweeper					
11 01-54-36-50-1300	Mobilization or demobilization, delivery charge for equipment, hauled on 3-ton capacity towed trailer	Ea.	2.0000	\$305.00	\$610.00 RSM19FAC L, E, O&P	P
12 01-54-36-50-1400	Mobilization or demobilization, delivery charge for equipment, hauled on 20-ton capacity towed trailer	Ea.	4.0000	\$865.00	\$3,460.00 RSM19FAC L, E, O&P	P
	Mobilization and Demobilization for (2) Tandem Rollers					
13 01-54-36-50-1400	Mobilization or demobilization, delivery charge for equipment, hauled on 20-ton capacity towed trailer	Ea.	2.0000	\$865.00	\$1,730.00 RSM19FAC L, E, O&P	P
	Mobilization and Demobilization of Skid Steer					
14 01-54-36-50-1400	Mobilization or demobilization, delivery charge for equipment, hauled on 20-ton capacity towed trailer	Ea.	2.0000	\$865.00	\$1,730.00 RSM19FAC L, E, O&P	P
	Mobilization and Demobilization of Asphalt Paver					
15 01-54-36-50-1400	Mobilization or demobilization, delivery charge for equipment, hauled on 20-ton capacity towed trailer	Ea.	2.0000	\$865.00	\$1,730.00 RSM19FAC L, E, O&P	P
	Mobilization and Demobilization of Pneum. Roller					
01 - General Requirements Total					\$47,823.80	

31 - Earthwork

Preliminary Estimate, by estimates

Estimator: Michael Waidley

31 - Earthwork

Item	Description	UM	Quantity	Unit Cost	Total	Book
16 31-23-23-20-1300	Cycle hauling(wait, load, travel, unload or dump & return) time per cycle, excavated or borrow, loose cubic yards, 20 min load/wait/unload, 12 C.Y. truck, cycle 30 miles, 45 MPH, excludes loading equipment $1975.309*1.20*1.06 = 2,512.59$	L.C.Y.	2,512.5930	\$12.80	\$32,161.19	RSM19FAC L.E. O&P P

31 - Earthwork Total

						\$32,161.19
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32 - Exterior Improvements

17 32-12-16-13-3000	Plant-mix asphalt paving, pre-treatment for paving, prime coat, emulsion, 0.30 gallons/S.Y., 1000 S.Y. $3555.555*1.06 = 37,688.89$	S.Y.	37,688.8883	\$3.12	\$117,589.33	RSM19FAC M, L, E, O&P P
18 32-12-16-13-3100	Plant-mix asphalt paving, pre-treatment for paving, tack coat, emulsion, 0.10 gallons/S.Y., 1000 S.Y. $3555.555*1.06 = 37,688.89$	S.Y.	37,688.8883	\$1.63	\$61,432.89	RSM19FAC M, L, E, O&P P

32 - Exterior Improvements Total

						\$179,022.22
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Alternate

19 32-12-16-13-0852	Plant-mix asphalt paving, for highways and large paved areas, wearing course, alternate method for developing paving costs, 2" thick, no hauling included $4000*1.08 = 4,320.00$	Ton	4,320.0000	\$121.66	\$525,571.20	CUSTOM M, L, E, O&P P
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Alternate Total

						\$525,571.20
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Trades

20 EQLT	Equipment Operators, Light Equipment - 2019 RSMMeans Facilities O&P Rate $40*3 = 120.00$	Hour	120.0000	\$81.15	\$9,738.00	Trades L, O&P P
						\$9,738.00

Trades Total

						620,694.73
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Estimate Grand Total

Preliminary Estimate, by estimates

Base Repairs

Estimator: Michael Waidley

Division Summary (MF04)

01 - General Requirements	\$5,951.50	26 - Electrical
02 - Existing Conditions	\$1,454.20	27 - Communications
03 - Concrete		28 - Electronic Safety and Security
04 - Masonry		31 - Earthwork
05 - Metals		32 - Exterior Improvements
06 - Wood, Plastics, and Composites		33 - Utilities
07 - Thermal and Moisture Protection		34 - Transportation
08 - Openings		35 - Waterway and Marine Transportation
09 - Finishes		41 - Material Processing and Handling Equipment
10 - Specialties		44 - Pollution Control Equipment
11 - Equipment		46 - Water and Wastewater Equipment
12 - Furnishings		48 - Electric Power Generation
13 - Special Construction		Alternate
14 - Conveying Equipment		Trades
21 - Fire Suppression		Assemblies
22 - Plumbing		FMR
23 - Heating, Ventilating, and Air-Conditioning (HVAC)		MF04 Total (Without totalling components)
25 - Integrated Automation		\$16,517.23

Totalling Components

Priced Line Items	\$16,517.23	2015 Choice Partners JOC SETEX Texas Normal (-11.0000%)	\$1,555.23
RSMeans BEAUMONT, TX CCI 2019Q2, 87.80%	<u>\$2,015.10</u>		

Material, Labor, and Equipment Totals (No Totalling Components)

Material:	\$4,330.47	Total Priced Items:	12	\$16,517.23
Labor:	\$5,937.27	Total Non-Priced Items:	0	\$0.00
Equipment:	\$6,249.50			
Other:	\$0.01			
Laborhours:	74.64			
Green Line Items:0	\$0.00			

Estimate Grand Total

\$12,906.90

Preliminary Estimate, by estimates

Estimator: Michael Waidley

Base Repairs

Item	Description	U.M	Quantity	Unit Cost	Total	Book
01 - General Requirements						
1	01-54-33-10-2600-2 Rent per day for rent saw concrete manual gas 18 HP	Ea.	2.0000	\$52.25	\$104.50 RSM19FAC E, O&P	P
2	01-54-33-20-0150-3 Rent per week for rent excavator diesel hydraulic crawler mounted 1 CY	Ea.	1.0000	\$2,310.00	\$2,310.00 RSM19FAC E, O&P	P
3	01-54-33-20-3000-3 Rent per week for rent roller, vibratory, tandem, smooth drum, 20 H.P.	Ea.	1.0000	\$495.00	\$495.00 RSM19FAC E, O&P	P
4	01-54-36-50-1200 Mobilization or demobilization, delivery charge for small equipment, placed in rear of, or towed by pickup truck	Ea.	2.0000	\$196.00	\$392.00 RSM19FAC L, E, O&P	P
5	01-54-36-50-1300 Mobilization or demobilization, delivery charge for equipment, hauled on 3-ton capacity towed trailer	Ea.	2.0000	\$305.00	\$610.00 RSM19FAC L, E, O&P	P
6	01-54-36-50-1500 Mobilization or demobilization, delivery charge for equipment, hauled on 40-ton capacity towed trailer	Ea.	2.0000	\$1,025.00	\$2,050.00 RSM19FAC L, E, O&P	P

01 - General Requirements Total

03 - Concrete

7	03-81-13-50-0300 Concrete sawing, concrete slabs, plain, up to 3" deep, includes blade cost, layout and set up time 40+40+40+40 = 160.00	L.F.	160.0000	\$1.77	\$283.20 RSM19FAC M, L, E, O&P	P
8	03-81-13-50-0300-0320 Concrete sawing, concrete, existing slab, plain, for each additional inch of depth over 3", includes blade cost, layout and set up time (Modified using 40+40+40+40 = 160.00	L.F.	160.0000	\$0.60	\$96.00 RSM19FAC M, L, E, O&P	P

03 - Concrete Total

32 - Exterior Improvements

Item	Description	U.M	Quantity	Unit Cost	Total	Book
10	32-11-23-23-0310 Base course drainage layers, aggregate base course, minimum labor/	Job	1.0000	\$4,725.00	\$4,725.00 RSM19FAC L, E, O&P	P
11	32-11-23-23-1523 Base course drainage layers, aggregate base course for roadways and large paved areas, alternate method to figure base course, crushed stone, compacted, 1-1/2", 12" deep ((40*40*1/27)*1.8 = 106.67	E.C.Y.	106.6667	\$38.00	\$4,053.33 RSM19FAC M, L, E, O&P	P
12	32-11-23-23-1523-6900 Base course drainage layers, aggregate base course for small and irregular areas, add (Modified using 32-11-23-23-6900) ((40*40*1/27)*1.8 = 106.67	E.C.Y.	106.6667	\$3.03	\$323.20 RSM19FAC L, E, O&P	P

Preliminary Estimate, by estimates**Base Repairs**

Item	Description	UM	Quantity	Unit Cost	Total	Book
	32 - Exterior Improvements Total					\$9,101.53
	Estimate Grand Total					12,906.90

Estimator: Michael Waidley

32 - Exterior Improvements

3rd AMENDMENT TO RENTAL AGREEMENT

THIS THIRD AMENDMENT RENTAL AGREEMENT (the "Third Amendment"), is made and entered into effective this 3rd day of December, 2019, by and between Jefferson County, ("Lessor") and Golden Pass LNG Terminal LLC (GPP) ("Lessee").

RECITALS

Whereas Golden Pass Products LLC ("GPP") merged with and into Lessee (being the successor-in-interest to all of GPP's assets) effective January 31, 2019;

Whereas on March 21, 2016, Lessor and Lessee entered into that certain Terminal Lease Agreement (the "Lease Agreement"), whereby Lessee leased 16,480 square feet of terminal shell space from Lessor as shown in the attached lease;

Whereas on February 12, 2018, Lessee and Lessor entered into that certain First Amendment to the Rental Agreement, whereby they amended the lease term to extend the initial lease term to December 31, 2018;

Whereas on March 4, 2019, Golden Pass Products LLC and Jefferson County amended the lease term, the 2nd Amendment, to extend the initial lease term to December 31, 2019; and

Whereas the parties desire to amend the term of the Lease Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Section 4 of the Lease Agreement is hereby amended in its entirety to read as follows:

4. TERM. The initial term of the Lease Agreement shall begin retroactively on January 01, 2016 (the "Commencement Date") and terminate without further notice on **December 31, 2020** unless sooner terminated as provided herein unless extended by mutual agreement of the parties under Section 5 of this Lease Agreement (the "Termination Date").

IN WITNESS WHEREOF, Lessor has executed and delivered this Third Amendment as of the date first mentioned above.

LESSOR:

JEFFERSON COUNTY, TEXAS, a subdivision and county of the State of Texas

By: _____

Jeff Branick
County Judge

Lessee hereby executes the foregoing amendment for the purpose of binding itself to the terms of this Amendment and to the herein referenced lease.

LESSEE:

Signed: _____

Brian McDougal, VP Human Resources / Public Affairs
Golden Pass LNG Terminal LLC

MEMORANDUM

TO: COMMISSIONERS COURT
FROM: FRAN LEE
SUBJECT: BUDGET AMENDMENT
DATE: NOVEMBER 19, 2019

The following FY 2020 budget amendment for the Court Master is necessary for a budget reallocation.

120-9999-415-9999 Contingency \$100,000

120-2055-412-5077 Contractual Services \$100,000

**PARTICIPATING ENTITY SERVICES AGREEMENT FOR THE
STATEWIDE AUTOMATED VICTIM NOTIFICATION SERVICE (SAVNS)**

Contract No. 20192044900-412-01

WHEREAS, the Office of the Attorney General (OAG) is the Texas State agency tasked with certifying a statewide vendor to provide a Statewide Automated Victim Notification Service (SAVNS) to a variety of political subdivisions of the State of Texas, including counties, county Sheriffs, clerks and attorneys, district attorneys, and courts. ("Participating Entities")

WHEREAS OAG solicited offers to perform the development, implementation and execution of a Statewide Automated Victim Notification System (SAVNS) on behalf of the various Participating Entities and accepted the offer of Appriss Inc. in response to the Request for Offer (RFO) for SAVNS, RFO #302-19-SAVNS, dated **March 11, 2019**;

WHEREAS OAG has certified and contracted with **Appriss Inc. ("Vendor")** as the statewide vendor to provide SAVNS to each of the Participating Entities ("OAG Certification Agreement") a copy of which is attached hereto as Exhibit A;

NOW, THEREFORE, THIS CONTRACT is entered into by and between Jefferson County, Texas ("Named Entity") as a Participating Entity and VENDOR. Named Entity and VENDOR may be referred to in this Contract ("Contract") individually as "Party" or collectively as "Parties." The Parties, in consideration of their respective promises, agreements, and covenants contained and recited herein, hereby agree to the mutual obligations and performances described in this Contract as follows:

SECTION 1: CONTRACT TERM. This Contract shall commence on September 1, 2019 or on the date the final signature is affixed hereto, whichever is later ("Effective Date") and shall terminate on August 31, 2020. ("Initial Term"). This Contract may be renewed for four (4) additional one (1) year renewal terms (each a "Renewal Term"), only to the extent the OAG Certification Contract, attached hereto as Exhibit A, remains in effect, and in the sole and absolute discretion of Named Entity. If renewed, any Renewal Term shall begin on September 1 and end on August 31, always coinciding with the State's fiscal year. Each such Renewal Term shall be subject to all specifications and terms and conditions of this Contract, the OAG Certification Contract, and the Incorporated Documents as defined in Section 2 below.

The Initial Term collectively with all Renewal Terms and all total extensions of services hereunder shall constitute the "Term" of the Agreement.

SECTION 2: CONTRACT DOCUMENTS.

Vendor and Named Entity agree to be bound by the provisions contained in the following documents ("Incorporated Documents"), which describe the required performances in more detail and are incorporated by reference herein in their entirety in descending order of precedence:

1. Special Provisions and Negotiated Terms ("Special Provisions") attached hereto and incorporated by reference;
2. This Contract;
3. OAG Certification Agreement including all attachments, and Addenda not attached hereto but known to and in the possession of both Parties and incorporated herein by reference;
4. OAG Standard Terms and Conditions as attached to the RFO, not attached hereto but known to and in the possession of both Parties and incorporated herein by reference;
5. The RFO #302-19-SAVNS, dated March 11, 2019 including all posted documents, attachments, and Addenda ("RFO"), not attached hereto but known to and in the possession of both Parties and incorporated herein by reference;
6. Vendor written response to submission to the RFO, as accepted, not attached hereto but known to and in the possession of both Parties and incorporated herein by reference ("Vendor Response")

however the Vendor Response as incorporated herein shall be considered to exclude Table 8 of the Response (p. 31) and the Proposed Exceptions to Exhibit A, Exhibit B, and Exhibit C of the Response (pp. 35-125).

If there is, and to the extent of, any conflict between the Incorporated Documents, such conflict will be resolved according to the order of precedence as set forth above. Capitalized terms used herein and not otherwise defined shall have the same meaning as in the applicable Incorporated Document.

SECTION 3: SERVICES TO BE PERFORMED BY VENDOR.

3.1 **Project.** Vendor agrees to configure, operate, maintain, support and provide Named Entity access to the SAVNS system as set forth in the RFO and the Vendor Response, (collectively the "Scope of Work" or "SOW") which shall meet all of the requirements set forth in Section 4 of the RFO and Section 2 of the OAG Certification Agreement, all in accordance with the requirements of the Incorporated Documents referenced in Section 2 ("Project").

3.2 **Scope of Services.** This Project includes but is not limited to the following services (collectively the "Participating Entity Services"):

(a) **VINE® (Victim Information and Notification Everyday).** VINE makes it easy for victims and concerned citizens to obtain timely information about criminal cases and the custody status of offenders held in local jails or state prisons. There are two versions of VINE that are currently supported by the Vendor: "Classic VINE" and "Enhanced VINE." Appriss has been in the process of migrating states from the Classic VINE platform to the entirely new Enhanced VINE platform since 2016. Enhanced VINE offers a new experience, going beyond notifications, and facilitating a greater degree of information sharing between public servants, victims, and service providers. It offers a suite of new and augmented features, incorporating self-service functionality, and providing the end-user with the ability to select preferred pathways of communication. The new platform brings transformative benefits to victims and victim service providers alike. Appriss's long-term plan is to migrate all states to the Enhanced VINE technology platform to better serve the growing needs of victims of crime, victim advocates, law enforcement and criminal justice professionals.

(b) **VINE® Courts.** VINE Courts is a fully automated service that keeps crime victims and criminal justice professionals informed regarding the progress of their court cases. Users can access court information around the clock by calling a toll-free telephone number or logging on to www.vinelink.com. They can also register to be notified by phone, e-mail, text message, or TTY about upcoming court and hearing dates related to criminal justice proceedings, cancellations, continuances, disposition changes, and other events.

(c) "VINE Software" means VINE® and VINE® Courts (as detailed above and within the Vendor Response), including all designs, documents, inventions, software, copyrightable material, patentable and unpatentable subject matter, and all modifications, improvements, upgrades and derivative works made thereto.

(d) Vendor shall provide Named Entity access to VINE® and VINE® Courts as outlined in Section 3.2(d) and pursuant to the requirements of the Incorporated Documents and at the rate included in the Pricing Index, incorporated herein as Exhibit B, for the term of this Contract. Vendor shall ensure Named Entity has access to the Classic VINE Platform upon commencement of this Contract but shall migrate Named Entity to the Enhanced VINE platform within the Term of this Contract pursuant to the schedule agreed by Vendor and OAG under the terms of the OAG Certification Agreement.

Named Entity Participating Entities

County Jail [Yes] | District Court [Yes] | County Court [No]

3.3 Ownership of Vendor Intellectual Property; Licenses. Vendor retains all ownership rights in the VINE Software and all documents, designs, inventions, copyrightable material, patentable and unpatentable subject matter and other tangible materials authored or prepared by the Vendor (the "Intellectual Property") in connection with the Services. Vendor hereby grants the OAG during the term of this Agreement, a limited, non-exclusive, non-transferable, non-sublicensable license to use the VINE Software in connection with the provision by Vendor of the VINE Services for the OAG's internal purposes only. Nothing herein shall grant the OAG a license to the source code of the VINE Software. Notwithstanding the foregoing, all documents, reports, plans, copyrightable material, patentable and unpatentable subject matter and other tangible materials authored or prepared by the Vendor and required to be delivered to OAG by the Incorporated Documents shall be subject to Article V of the OAG Standard Terms and Conditions.

SECTION 4: SCHEDULE

4.1 Time is of the Essence. Time is of the essence in rendering of Participating Entity Services required by this Contract.

4.2 Performance Schedule. The Project shall be performed by Vendor according to a schedule to be mutually agreed by the Parties ("Schedule") which shall set forth the required delivery dates of each report, plan, or other deliverable as required by the Incorporated Documents.

SECTION 5: COMPENSATION AND INVOICING

5.1 Payments for Services Rendered. The Parties stipulate and agree that OAG is the statutory party charged with administering and providing grant funds to Participating Entities on a reimbursement basis for the Participating Entity Services rendered by the Vendor. Accordingly, OAG shall not be directly responsible for any payment to Vendor for Participating Entity Services provided to Named Entity hereunder. All payments for such Participating Entity Services shall be made by Named Entity in accordance with the agreed pricing index ("Agreed Pricing Index") incorporated herein as Exhibit B and pursuant to the terms of this Contract.

5.2 Recurring Fees. The Parties stipulate and agree that the Named Entity's total amount of compensation to be paid to Vendor in consideration of full, satisfactory performance of all Vendor's duties, services and obligations as set forth in this Contract, shall be billed on a recurring quarterly basis, in accordance with the Agreed Pricing Index, and not to exceed \$7,542.58 per calendar quarter. ("Quarterly Fee").

5.3 Invoicing. The Participating Entity Services for the Project shall be performed for the Quarterly Fee, which will be billed and invoiced in accordance with the Agreed Pricing Index and pursuant to the terms of this Contract and the RFO. Invoices will contain all pertinent information such as this Contract number, the dates of Services rendered, and any outages or performances issues as identified in Section 7 of this Contract.

5.4 Invoice Submission. Prior to authorizing payment to Vendor, Named Entity shall evaluate Vendor's performance using the performance standards set forth in the SOW. Vendor shall provide invoices for Participating Entity Services no later than the 15th day following the end of the prior billing quarter in which the Participating Entity Services are rendered. No payment whatsoever shall be made under this Contract without the prior submission of detailed, correct invoices. By submission of the invoices, Vendor is warranting the following: (1) its invoices have been carefully reviewed to ensure that all invoiced services have been performed or delivered; (2) that the Participating Entity Services have been performed in compliance with all terms of the Contract and Incorporated Documents; and (3) all relevant performance and deliverables associated with such invoice have been successfully completed, accepted and all supporting documentation is attached. Upon the request of Named Entity, Vendor agrees to submit any additional documentation or explanation Named Entity may reasonably require. Subject to the foregoing, Named Entity must make all payments in accordance with the Texas Prompt Payment Act.

5.5 Appropriated Funds. Payments under this Contract are subject to the availability of appropriated funds. Whereas OAG provides grant dollars to the Named Entity as a reimbursement of the Quarterly Fees due hereunder, Vendor acknowledges and agrees that payments for Participating Entity Services provided under this Contract are contingent upon OAG's receipt of funds appropriated by the Texas Legislature.

SECTION 6: ADDITIONAL SERVICES

6.1 Additional Services. Named Entity may require the Vendor to perform additional services from among the optional services that are set forth in the SOW which are not included in the Participating Entity Services required under this Contract ("Additional Services"). Vendor shall offer any such Additional Services at the same rate as proposed in Vendor's Pricing Submission as attached and incorporated into the Vendor's Response.

6.2 Additional Services to be Mutually Agreed. No work or services shall commence, or products provided, unless and until the applicable fees, and all other impacts on the Project and Schedule as specified by Vendor are mutually agreed upon, in writing, by Named Entity and Vendor. No Additional Services or any applicable fees associated therewith shall be deemed to modify this Contract or obligations between Named Entity and Vendor except to the extent the Additional Services are mutually agreed upon, in advance in writing, and by both Named Entity and Vendor.

6.3 Liability for Additional Services. Vendor acknowledges and agrees that any Additional Services provided under this Contract are the sole responsibility of Named Entity. Any grant dollars issued by the OAG to Named Entity shall be utilized solely as a reimbursement for the Quarterly Fees incurred for Vendor's provision of the Participating Entity Services. OAG grant funds may not be used or obligated for any Additional Services provided hereunder.

SECTION 7: PERFORMANCE REPORTING AND REMEDIES

7.1 Performance Reports.

7.1.1 Project(s) Reporting. Pursuant to Section 4.2 of this Contract, Named Entity and Vendor shall agree on a Schedule to perform the Project which shall set forth the dates of each report, plan, or other deliverable as required by the Incorporated Documents. Notwithstanding the foregoing, Vendor shall provide Named Entity and/or the OAG with monthly written progress reports ("Progress Reports") of the Project's performance, which shall, at minimum, identify any problems encountered or still outstanding with an explanation of the cause and resolution of the problem or how the problem will be resolved. Additional performance related measurables shall be agreed upon between Named Entity and Vendor. For the avoidance of doubt, Vendor shall only provide Progress Reports related to implementation of the Project or unique projects for Named Entity. Progress Reports shall not be required for any portion of the Project already implemented as of the Effective Date.

7.1.2 Service Reporting. Upon Named Entity's written request, the Vendor, shall provide a report that includes the following national platform data for the prior month: SAVNS system down time, including the SAVNS core system, interface services, and notification interfaces.

7.2 Performance Remedies. In the event the Participating Entity Services provided by Vendor hereunder do not maintain a reliable 99.9% uptime-performance each calendar month for the SAVNS core system, Named Entity interface services, and notification interfaces, the Named Entity may withhold any Quarterly Fee due to the Vendor funds under Section 5 of this Contract based on a pro-rata amount equal to the duration of the outage for any prior billing quarter. The amount of withholding shall be calculated on a proportional amount for all Participating Entity Services provided to Named Entity in the billing quarter in which the monthly 99.9% uptime-performance requirement was not met. Accordingly, any outage in any portion of the SAVNS core system, Named Entity interface services, and notification interfaces for registered parties, shall be counted against the 99.9% uptime performance requirement.

Notwithstanding the foregoing, the Vendor shall not be responsible due to any delay caused by, and shall not have its uptime-performance impacted by: schedule amendments requested by the OAG (including any requests of Named Entity and any third party vendors of the OAG or the Named Entity); delays as the result of activity that is the responsibility of the OAG; delays that are otherwise agreed upon by the parties; any other delay not specifically addressed herein but that is otherwise caused by the acts or omissions of the OAG, Named Entity or any third party vendors of the OAG and Named Entity; and any delays caused by a Force Majeure Event as defined in the Section 15.10 of the OAG Standard Terms and Conditions.

SECTION 8: WARRANTIES

8.1 Vendor Warranties. In addition to any warranty obligations in the Incorporated Documents, Vendor hereby represents and warrants:

- (a) that Vendor shall perform the Project with the professional skill and care ordinarily provided by comparable professionals in the same industry;
- (b) that each of the Vendor employees and agents assigned to perform Vendor's obligations under this Contract and Incorporated Documents, shall have the skill and training to perform the Project in accordance with the foregoing standard of care, and that all work shall be produced in a professional and workmanlike manner;
- (c) that the SAVNS system shall materially conform to the requirements as set forth in this Contract, and in the SOW and Incorporated Documents;
- (d) that all deliverables provided hereunder shall materially conform to the requirements as set forth in this Contract, and in the SOW and Incorporated Documents;
- (e) that all Project performance and deliverables provided under the Contract are, and will be, free of all liens, claims and other restrictions, and that Named Entity's use and possession of such deliverables will not violate the terms or conditions of any license, confidentiality agreement, non-competition agreement, employment agreement or any other agreement to which Vendor, its agents, officers, employees or subcontractors may be subject;
- (f) that Vendor has the right to develop and assign all ownership rights in the deliverables to OAG as contemplated under this Contract, free from infringement claims, free from violations of unfair competition law, and free from violations of any other contract or law; and
- (g) that Vendor will implement reasonable and appropriate measures to prevent unauthorized disclosure or exposure of Named Entity Protected Data during Vendor's performance of the Participating Entity Services due under this Contract and the Incorporated Documents.

These representations and warranties are essential and material to Named Entity's willingness to enter into this Contract.

8.2 Warranty of Law. Vendor warrants and represents that to the best of its knowledge: (i) Vendor has full authority to enter into this Contract and to consummate the transactions contemplated hereby and (ii) this Contract is not prohibited by any other agreement to which Vendor is a party or by which it may be bound (the "Legal Warranty"). In the event of a breach of the Legal Warranty, Vendor shall indemnify and hold harmless Named Entity from and against any and all losses, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by Named Entity, directly arising out of or resulting from said breach.

SECTION 9: DATA PROTECTION AND INFORMATION SECURITY

9.1 Definitions. Capitalized terms used herein shall have the meanings set forth in this Section 9.

(a) "Authorized Employees" shall mean Vendor's employees who have a need to know or otherwise access Named Entity Protected Data to enable Vendor to perform its obligations under this Contract or any of the Incorporated Documents.

(b) "Authorized Persons" shall mean (i) Authorized Employees; and (ii) Vendor's contractors or agents, as each is specified on Exhibit C to this Contract who have a need to know or otherwise access Named Entity Protected Data to enable Vendor to perform its obligations under this Contract or any of the Incorporated Documents, and who are bound in writing by confidentiality obligations sufficient to protect Named Entity Protected Data in accordance with the terms and conditions of this Contract.

(c) "Named Entity Protected Data" shall mean all documents, reports, data, records, forms, and other materials obtained by Vendor from the Named Entity or is otherwise received by Vendor from any person or entity registered to receive notifications from the SAVNS system, as a result of providing the Participating Entity Services as required under this Contract or any of the Incorporated Documents which includes personally identifiable information, federal tax information, personal health information, criminal justice information, or any information that is classified as confidential or sensitive by federal or state law, by agency policy, or is defined as "Personal Identifying Information" under Texas Business and Commerce Code §521.002(a)(1) or "Sensitive Personal Information" as defined by Texas Business and Commerce Code §521.002(a)(2) or any other data or information which (i) has been marked as confidential by any party; (ii) whose confidential nature has been made known to the Vendor Named Entity or any individual registered to receive notifications under the SAVNS system; or (iii) that due to their character and nature, a reasonable person under like circumstances would treat as confidential.

(d) "Personal Identifiable Information" shall have the meaning set forth in Texas Business and Commerce Code §521.002(a)(1).

(e) "Named Entity's Data" shall mean all documents, reports, data, records, forms, and other materials obtained by Vendor from Named Entity or is otherwise received by Vendor as a result of providing the Participating Entity Services as required under this Contract or any of the Incorporated Documents, without regard to whether such data includes the type of information included in the definition of Named Entity Protected Data.

(f) "Security Breach" means (i) any act or omission that materially compromises either the security, confidentiality or integrity of Named Entity Protected Data, or the physical, technical, administrative or organizational safeguards put in place by Vendor or any Authorized Persons that relate to the protection of the security, confidentiality or integrity of Named Entity Protected Data, (ii) receipt of a complaint in relation to the privacy practices of Vendor or any Authorized Persons or a breach or alleged breach of this Contract relating to such privacy practices.

(f) "Sensitive Personal Information" shall have the meaning set forth in Texas Business and Commerce Code §521.002(a)(2).

9.2 Standard of Care. (a) Vendor acknowledges and agrees that, during the course of its engagement by Named Entity, Vendor may receive or have access to Named Entity Protected Data. Vendor shall comply with the terms and conditions set forth in this Contract, the RFO, and OAG Information Security Standards (Attachment 4 to the RFO) in its collection, receipt, transmission, storage, disposal, use and disclosure of both Named Entity Protected Data and be responsible for the unauthorized collection, receipt, transmission, access, storage, disposal, use and disclosure of Named Entity Protected Data under its control or in its possession by

all Authorized Employees and/or Authorized Persons. Vendor shall be responsible for and remain liable to Named Entity for the actions and omissions of all Authorized Persons that are not Authorized Employees concerning the treatment of Named Entity Protected Data as if they were Vendor's own actions and omissions.

- (b) In recognition of the foregoing, Vendor agrees and covenants that it shall:
 - (i) keep and maintain all Named Entity Protected Data in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure;
 - (ii) use and disclose Named Entity Protected Data solely and exclusively for the purposes for which the Named Entity Protected Data, or access to it, is provided pursuant to the terms and conditions of this Contract, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Named Entity Protected Data for Vendor's own purposes or for the benefit of anyone other than the OAG or Named Entity in each case, without Named Entity's prior written consent or as permitted in subsection (c) below; and
 - (iii) not, directly or indirectly, disclose Named Entity Protected Data to any person or entity other than its Authorized Employees and/or Authorized Persons ("Unauthorized Third Party") without the prior express written consent from Named Entity, unless and to the extent required by applicable law or court order in which case, Vendor shall (1) use best efforts to notify OAG before such disclosure or as soon thereafter as reasonably possible; (2) be responsible for and remain liable to OAG for the actions and omissions of any Unauthorized Third Party concerning the treatment of such Named Entity Protected Data as if they were Vendor's own actions and omissions; and (iii) require the Unauthorized Third Party that has access to Personal Information to execute a written agreement agreeing to comply with the terms and conditions of this Contract, the RFO, and the OAG Information Security Standards (Attachment 4 to the RFO) relating to the treatment of Named Entity Protected Data.
- (c) Notwithstanding anything in the foregoing subsection (b), Vendor is authorized by Named Entity to utilize Named Entity Protected Data only to the extent such Named Entity Protected Data is related to a Defendant or to a Defendant Status Change (hereinafter "SAVNS Defendant Data") for the limited purpose of providing or improving Vendor's own existing products and services identified in the Appriss Data Overview to Law Enforcement Agencies and Government Agencies. For the purposes of this paragraph, "utilize" includes, but is not limited to, receiving, maintaining, disseminating, retaining, or otherwise providing access to any information obtained or extrapolated from SAVNS Defendant data obtained under the SAVNS program. "Government Agency" means an organization created by or pursuant to the Constitution of the United States or the constitution of a state of the United States and operated for public purposes. The term "Government Agency" shall not include any quasi-governmental entity or government-sponsored enterprise or corporation. "Law Enforcement Agency" means a Government Agency or an organizational unit within a Government Agency with authority to enforce state or federal criminal laws, which includes, but is not limited to, prevention, detection, and investigation of crime, and the apprehension and incarceration of alleged offenders;
- (d) Nothing in this Section 9.2 shall be construed to limit Vendor's use of non-confidential data made available to the public or otherwise in the public domain.

9.3 Information Security. (a) Vendor represents and warrants that its collection, access, use, storage, disposal and disclosure of Named Entity Protected Data does and will comply with all applicable federal, state, and local privacy and data protection laws, as well as all other applicable regulations and directives, including but not limited to Texas Business and Commerce Code Chapter 521, Texas Administrative Code Chapter 202 and the Health Insurance Portability and Accountability of 1996 (HIPAA) and all amendments thereto.

(b) Without limiting Vendor's obligations under Section 9.3(a) above, Vendor shall implement administrative, physical and technical safeguards to protect Named Entity Protected Data. Vendor shall, upon request, submit to Named Entity security framework implemented in Vendor's organization, such as International Organization for Standardization's standards: ISO/IEC 27001:2013, Code of Practice for International Security Management, the Information Technology Library (ITIL) standards, the Control Objectives for Information and related Technology (COBIT) standards or other applicable industry standards for information security, and shall ensure that all such safeguards, including the manner in which Named Entity Protected Data is collected, accessed, used, stored, processed, disposed of and disclosed are in compliance with and in addition to the OAG Information Security Standards (Attachment 4 to the RFO).

(c) In addition to and inclusive of the requirements set forth in OAG Information Security Standards (Attachment 4 to the RFO), at a minimum, Vendor's safeguards for the protection of Named Entity Protected Data shall include: (i) limiting access of Named Entity Protected Data to Authorized Employees/Authorized Persons; (ii) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (iii) implementing network, device application, database and platform security; (iv) securing information transmission, storage and disposal; (v) implementing authentication and access controls within media, applications, operating systems and equipment; (vi) encrypting Sensitive Personal Information stored on any mobile media; (vii) encrypting Sensitive Personal Information transmitted over public or wireless networks; (viii) strictly segregating Named Entity Protected Data, and information from its other customers so that Named Entity Protected Data is not commingled with any other types of information; (ix) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with any applicable state or federal law; and (x) providing appropriate privacy and information security training to Vendor's employees, contractors, or agents.

(d) During the term of each Authorized Employee's employment by Vendor, Vendor shall at all times cause such Authorized Employees to abide strictly by Vendor's obligations under this Contract, the RFO, and the OAG Information Security Standards (Attachment 4 to the RFO). Upon Named Entity's written request, Vendor shall promptly identify for Named Entity in writing all Authorized Employees as of the date of such request.

9.4 Security Breach Procedures.

(a) Vendor shall:

- (i) provide Named Entity with the name and contact information for an employee of Vendor who shall serve as Named Entity's primary security contact and shall be available to assist Named Entity twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Breach;
- (ii) notify Named Entity of a Security Breach as soon as practicable, but no later than twenty-four (24) hours after Vendor becomes aware of it; and
- (iii) notify Named Entity of any Security Breaches by telephone at the following number: **409-658-7546** and by e-mailing Named Entity with a read receipt at **Jeff Ross** and with a copy by e-mail to Vendor's primary business contact within Named Entity.

(b) Immediately following Vendor's notification to Named Entity of a Security Breach, the parties shall coordinate with each other to investigate the Security Breach. Vendor agrees to reasonably cooperate with Named Entity in Named Entity's handling of the matter, including, without limitation:

- (i) assisting with any investigation;
- (ii) providing Named Entity with physical access to the facilities and operations affected;
- (iii) facilitating interviews with Vendor's employees and others involved in the matter; and

(iv) making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards, this Contract, the RFO Contract, the RFO, and the OAG Information Security Standards (Attachment 4 to the RFO) or as otherwise reasonably required by Named Entity.

(c) Vendor shall use best efforts to immediately remedy any Security Breach and prevent any further Security Breach at Vendor's expense in accordance with applicable privacy rights, laws, regulations and standards. Vendor shall reimburse Named Entity for actual costs incurred by Named Entity in responding to, and mitigating damages caused by, any Security Breach, including all costs of notice and/or remediation pursuant to Section 9.4(d).

(d) Vendor agrees that it shall not inform any third party of any Security Breach without first obtaining Named Entity's prior written consent, except to the extent required under Texas Business and Commerce Code Chapter 521 or any other applicable law, or as is otherwise required by the OAG under the OAG Certification Contract. Notwithstanding the foregoing, Vendor shall provide prior written notice to Named Entity of its intent to inform any third-party other than the OAG of any Security Breach and identify the applicable law the Vendor believes requires such disclosure.

(e) In the event of any Security Breach, Vendor shall promptly use its best efforts to prevent a recurrence of any such Security Breach.

9.5 Oversight of Security Compliance. Upon Named Entity's written request, to confirm compliance with this Contract, the RFO, the OAG Information Security Standards (Attachment 4 to the RFO) as well as any applicable laws and industry standards, Vendor shall promptly and accurately complete a written information security questionnaire provided by Named Entity or a third party on the Named Entity's behalf regarding Vendor's business practices and information technology environment in relation to all Named Entity Protected Data being handled and/or services being provided by Vendor to Named Entity or any of the Participating Entities pursuant to this Contract or the Incorporated Documents. Vendor shall fully cooperate with such inquiries. Named Entity shall treat the information provided by Vendor in the security questionnaire as Vendor's confidential, proprietary information under Section 10.1 below.

9.6 Return or Destruction of Named Entity Protected Data. At any time during the term of this Contract at the Named Entity's written request or upon the termination or expiration of this Contract for any reason, Vendor shall, and shall instruct all Authorized Persons to, promptly return to the Named Entity all copies, whether in written, electronic or other form or media, of Named Entity in its possession or the possession of such Authorized Persons, or securely dispose of all such copies, and certify in writing to the Named Entity that such Named Entity Protected Data has been returned to Named Entity or disposed of securely. Vendor shall comply with all reasonable directions provided by Named Entity with respect to the return or disposal of Named Entity Protected Data.

9.7 Equitable Relief. Vendor acknowledges that any material breach of its covenants or obligations set forth in this Section 9 may cause Named Entity irreparable harm for which monetary damages may not be adequate compensation and agrees that, in the event of such breach or threatened breach, Named Entity may be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which Named Entity may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Contract to the contrary.

9.8 Material Breach. Vendor's failure to comply with any of the provisions of this Section 9 is a material breach of this Contract. In such event, Named Entity may terminate the Contract for cause, effective immediately upon written notice to the Vendor without further liability or obligation to Named Entity. This immediate termination for cause shall be in addition to any rights to termination contemplated under Section 11.2(a) below and shall not be subject to any written notice or cure period required therein.

9.9 Indemnification. In addition to any of the other indemnification or hold harmless obligations of Vendor provided for within this Contract, the RFO or the OAG's Standard Terms and Conditions, Vendor shall also defend, indemnify and hold harmless the State of Texas and OAG, the Named Entity and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees (collectively the "Named Entity Indemnitees") from and against all losses, damages, deficiencies, actions, judgments, interest, awards, penalties, fines, reasonable costs or expenses, including reasonable attorneys' fees, the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers, arising out of or resulting from any third party claim against any Named Entity Indemnitee arising out of or resulting from Vendor's failure to comply with any of its obligations under this Section 9.

9.10 Ownership and Use of Named Entity's Data. Notwithstanding anything in this Contract to the contrary, nothing contained herein shall be construed to grant the Vendor any ownership rights in any Named Entity's data provided to Vendor in connection with this Contract, the SOW, or any of the Incorporated Documents. With the exception of information in the public domain, Vendor shall not sell, provide, or otherwise commercialize Named Entity's Data without the prior written consent of Named Entity. Vendor shall only use the Named Entity's Data in connection with the Participating Entity Services required hereunder and otherwise consistent with this Contract and the Incorporated Documents. Notwithstanding the foregoing, Vendor is authorized by Named Entity to utilize Named Entity Data only to the extent such Named Entity Data is related to a Defendant or to a Defendant Status Change (hereinafter "SAVNS Defendant Data") for the limited purpose of providing or improving Vendor's own existing products and services identified in the Apprise Data Overview to Law Enforcement Agencies and Government Agencies as attached to the Special Provisions. For the purposes of this paragraph, "utilize" includes, but is not limited to, receiving, maintaining, disseminating, retaining or otherwise providing access to any information obtained or extrapolated from SAVNS Defendant data obtained under the SAVNS program. "Government Agency" means an organization created by or pursuant to the Constitution of the United States or the constitution of a state of the United States and operated for public purposes. The term "Government Agency" shall not include any quasi-governmental entity or government-sponsored enterprise or corporation. "Law Enforcement Agency" means a Government Agency or an organizational unit within a Government Agency with authority to enforce state or federal criminal laws, which includes, but is not limited to, prevention, detection, and investigation of crime, and the apprehension and incarceration of alleged offenders.

SECTION 10: CONFIDENTIALITY

10.1 Named Entity's Responsibilities. Named Entity hereby agrees that (i) specific identified methodologies, materials, plans, or other proprietary information related to the development and implementation of the SAVNS system as provided by Vendor under this Contract shall be treated as confidential in nature and shall be subject to the various ownership provision of the Incorporated Documents; (ii) Named Entity shall implement reasonable and appropriate measures designed to secure the confidentiality of such confidential information, and (iii) except as permitted by the SOW and Section 10.2 of this Contract, none of such materials shall be in any way disclosed by Named Entity to any third party, in whole or in part, without the prior written consent of Vendor. If Named Entity becomes aware of the unauthorized possession of such materials, it shall promptly notify Vendor. Notwithstanding anything in this Contract to the contrary, any report, plan, or other deliverable required to be provided to Named Entity pursuant to the Incorporated Documents shall not be considered to be confidential in nature and Named Entity is under no obligation to maintain the confidentiality thereof.

10.2 Named Entity Compliance and Vendor Cooperation with Texas Public Information Act Requests. Notwithstanding any provisions of this Contract to the contrary, Vendor understands that Named Entity will comply with the Texas Public Information Act, Texas Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. Named Entity agrees to notify Vendor in writing within a reasonable time, of a request for information related to Vendor's work under this Contract. Vendor will cooperate with Named Entity in the production of documents responsive to the request. Named

Entity will make a determination whether to submit a Public Information Act request to the Attorney General. Vendor will notify Named Entity General Counsel within twenty-four (24) hours of receipt of any third-party requests for information that was provided by the State of Texas for use in performing this Contract and all data and other information generated or otherwise. Vendor is required to make any information created or exchanged with Named Entity, the State of Texas, or any of its agencies pursuant to this Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.

10.3 Vendor's Responsibilities. Vendor hereby agrees that (i) any information related to the official business of Named Entity that Vendor obtains from Named Entity in the course of the performance of this Contract is the confidential and proprietary information of Named Entity, (ii) Vendor shall implement reasonable and appropriate measures designed to secure the confidentiality of such information, and (iii) such information shall not be in any way disclosed by Vendor to any third party, in whole or in part, without the prior written consent of Named Entity, which may be granted or withheld in its sole discretion. If Vendor becomes aware of the unauthorized possession of such information, it shall promptly notify Named Entity. Vendor shall also assist Named Entity with preventing the recurrence of such unauthorized possession and with any litigation against the third parties deemed necessary by Named Entity to protect its proprietary rights.

10.4 Exclusions. Each party shall be a receiving party ("Receiving Party") relative to the other party's confidential information. The provisions of this Section 10 ("Confidentiality") shall not apply to any information (i) that is in the public domain prior to the disclosure or that becomes part of the public domain, or otherwise becomes publicly known, by publication or otherwise, other than by way of a breach of this Contract by the Receiving Party, (ii) that was known to, or in the lawful possession of the Receiving Party without obligation, as the case may be, prior to the disclosure in connection with the Contract, (iii) that was disclosed to the Receiving Party by a third party who was in lawful possession of the information and who had the right to make such disclosure at the time of the disclosure, (iv) that was independently developed by the Receiving Party outside the scope of this Contract, or (v) that Receiving Party, is required to disclose by law or legal process, in which case Receiving Party shall notify the owning party so that action may be taken to protect the affected confidential information. Notwithstanding any other provision herein to the contrary, all provisions in this Section 10 are subject to the Public Information Act, as further described in the Contract. Further, nothing in this Section 10.4 shall be deemed to alter, limit, or otherwise modify any of Vendor's obligations related to the use and protection of Named Entity Protected Data pursuant to Section 9 of this Contract, the RFO, and OAG Information Security Standards (Attachment 4 to the RFO).

SECTION 11: TERMINATION

11.1 Termination by Vendor. Vendor may terminate this Contract if Named Entity commits any material breach under this Contract and fails to remedy such breach within (30) days after written notice of such breach is delivered by Vendor to Named Entity.

11.2 Termination by Named Entity.

(a) *For Cause.* Named Entity shall have the right to terminate this Contract (reserving cumulatively all other rights and remedies under this Contract, the RFO, and the Incorporated Documents, in law and/or in equity) without further obligation or liability to Vendor if Vendor or any subcontractor to Vendor commits any material breach of this Contract and fails to remedy such breach within thirty (30) days after written notice by Named Entity to Vendor of such breach. Named Entity shall have the right to terminate this Contract effective immediately and without prior notice if Vendor goes into liquidation or files for bankruptcy.

(b) *Non-appropriations.* Named Entity may terminate this Contract if funds sufficient to pay its obligations under the Contract are not appropriated: i) by the governing body on behalf of local governments; ii) by the Texas legislature on behalf of the OAG; or iii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Vendor will be provided ten (10) calendar days written notice of intent to terminate. In

the event of such termination, the Named Entity will not be considered to be in default or breach under this Contract, nor shall Named Entity be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

(c) *For convenience.* Notwithstanding the foregoing or anything in this Contract or the Incorporated Documents to the contrary, Named Entity reserves the right to terminate the Contract at any time, in whole or in part, without penalty, by providing thirty (30) calendar days advance written notice to the Vendor, subject to the advance written approval of such termination by the OAG or in the event OAG determines that such termination is in its best interest or the best interest of the State of Texas or the Named Entity. In the event of such a notice of termination, Vendor shall, unless otherwise mutually agreed upon in writing, cease all work immediately. Named Entity shall be liable for payments limited only to the portion of work Named Entity authorized in writing and which the Vendor has completed, delivered to Named Entity per the Contract requirements, and which has been accepted by Named Entity as of the date of termination. Named Entity shall have no other liability or obligation to Vendor, including, without limitation, no liability for any costs of any kind associated with the termination.

11.3 Effect of Termination. Termination of this Contract shall not affect any rights and/or obligations of the parties which arose prior to any such termination and such rights and/or obligations shall survive any such termination. Upon termination, each party shall return the confidential property of the other party obtained under this Contract or the Incorporated Documents, as applicable, however excluding all Work Product as that is defined in OAG Standard Terms and Conditions, Article I, Definitions, produced pursuant to this Contract which shall remain the property of Named Entity. In addition, the confidentiality obligations of the parties in Section 11 ("Confidentiality") shall survive the termination of this Contract.

SECTION 12: LIMITATIONS ON LIABILITY AND INDEMNITIES

12.1 Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS CONTRACT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS OF ANTICIPATED PROFITS OR REVENUES IN CONNECTION WITH OR ARISING OUT OF THE SUBJECT MATTER OF THIS CONTRACT.

12.2 Indemnification. In addition to the indemnification and hold harmless obligations of Vendor in this Contract included in Section 8.2 and Section 9.9 above, Vendor shall:

(a) DEFEND, INDEMNIFY AND HOLD HARMLESS NAMED ENTITY AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, LOSSES, DEMANDS, OR SUITS, AND ALL REASONABLE COSTS, ATTORNEY FEES, AND EXPENSES DIRECTLY ARISING OUT OF, IN CONNECTION WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS, NEGLIGENCE, OR WILLFUL MISCONDUCT OF THE VENDOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, SUPPLIERS, OR SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE TO ANY SUCH ACTION, CLAIM, DEMAND, OR SUIT SHALL BE COORDINATED BY VENDOR WITH NAMED ENTITY AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE ADVANCE, WRITTEN CONCURRENCE FROM NAMED ENTITY. THE VENDOR AND NAMED ENTITY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

(b) DEFEND, INDEMNIFY AND HOLD HARMLESS NAMED ENTITY AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL THIRD PARTY CLAIMS INVOLVING INFRINGEMENT OF UNITED STATES PATENTS, COPYRIGHTS, TRADEMARKS, SERVICE MARKS, TRADE SECRETS AND ANY OTHER INTELLECTUAL PROPERTY OR INTANGIBLE PROPERTY RIGHTS IN CONNECTION WITH ANY DELIVERABLE PROVIDED HEREUNDER, THE WORK OR PERFORMANCE OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT, OR NAMED ENTITY'S USE OF ANY DELIVERABLE

OR WORK PRODUCT PROVIDED BY VENDOR. VENDOR AND NAMED ENTITY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY, AND/OR REIMBURSE NAMED ENTITY FOR, ALL JUDGMENTS, CLAIMS, DAMAGES, LOSSES, AND COSTS OF DEFENSE INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES, COURT COSTS AND SIMILAR EXPENSES. THE DEFENSE TO ANY SUCH ACTION, CLAIM, DEMAND, OR SUIT SHALL BE COORDINATED BY VENDOR WITH NAMED ENTITY AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE ADVANCE, WRITTEN CONCURRENCE FROM NAMED ENTITY. THE VENDOR AND NAMED ENTITY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS NAMED ENTITY AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LOSSES, LIABILITIES, DAMAGES, CAUSES OF ACTION, CLAIMS, DEMANDS AND EXPENSES INCURRED BY NAMED ENTITY AND/OR THE STATE OF TEXAS ARISING OUT OF OR RESULTING FROM BREACH OF ANY WARRANTY OBLIGATION HEREUNDER. THE FOREGOING SHALL NOT APPLY TO ANY INFRINGEMENT ARISING OUT OF: (I) USE OF THE VINE SOFTWARE OTHER THAN IN ACCORDANCE WITH APPLICABLE DOCUMENTATION OR INSTRUCTIONS SUPPLIED BY THE VENDOR OR FOR OTHER THAN THE NAMED ENTITY'S INTERNAL PURPOSES; (II) ANY ALTERATION, MODIFICATION OR REVISION OF THE SOFTWARE NOT EXPRESSLY AUTHORIZED IN WRITING BY THE VENDOR; OR (III) THE COMBINATION OF THE VINE SOFTWARE WITH SOFTWARE, DATA, PRODUCTS AND/OR SERVICES NOT PROVIDED BY THE VENDOR.

SECTION 13: GENERAL

13.1 **Waiver, Amendment or Modification.** The waiver, amendment or modification of any provision of this Contract or any right, power or remedy hereunder shall not be effective unless made in writing and signed by both parties. No failure or delay by either party in exercising any right, power or remedy with respect to any of its rights hereunder shall operate as a waiver thereof. Neither the execution of this Contract by Named Entity, any provision herein, nor any other conduct of Named Entity relating to this Contract or any of the Incorporated Documents, will be considered a waiver of sovereign or governmental immunity.

13.2 Notice. All notices under this Contract shall be in writing and shall be deemed to have been duly given if delivered in person, by commercial overnight courier or by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To VENDOR: Appriss Inc.
ATTN: Client Relations, Victim Services
9901 Linn Station Road
Louisville, KY 40223

To NAMED ENTITY: Jeff Branick
County Judge
1149 Pearl St.
Beaumont, TX 77701

14.3 No Third-Party Beneficiaries. This Contract is not intended to create any right in or for the public, or any member of the public, any subcontractor, supplier or any other third party, or to authorize anyone not a party to this Contract to maintain a suit to enforce or take advantage of its terms.

14.4 Successors and Assigns. Neither party may assign this Contract in whole or part without the prior written consent of the other party. Any attempt to assign this Contract without the prior written consent of the other party is void and without legal effect, and such an attempt constitutes a material breach and grounds for termination by the other party. Subject to the foregoing, all of the terms, conditions, covenants and agreements contained herein shall inure to the benefit of, and be binding upon, any successor and any permitted assignees of the respective parties hereto. It is further understood and agreed that consent by either party to such assignment in one instance shall not constitute consent by the party to any other assignment. A transfer of corporate control, merger, sale of substantially all of a party's assets and the like shall be considered an assignment for these purposes.

14.5 Dispute Resolution. [Intentionally left blank].

14.6 Governing Law. The validity, construction and performance of this Contract and the legal relations among the parties to this Contract shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to its conflict of law principles. The venue of any suit arising under this Contract is fixed in any court of competent jurisdiction of Jefferson County, Texas.

14.7 Independent Contractor. Vendor, in performance of this Contract, is acting as an independent contractor. Vendor personnel (including personnel supplied by subcontractors) hereunder are not Named Entity's personnel or agents, and Vendor assumes full responsibility for their acts. Vendor shall be solely responsible for the payment of compensation of Vendor employees and contractors assigned to perform services hereunder, and such employees and contractors shall be informed that they are not entitled to the provision of any Named Entity employee benefits. Named Entity shall not be responsible for payment of worker's compensation, disability or other similar benefits, unemployment or other similar insurance or for withholding income or other similar taxes or social security for any Vendor employee, and such responsibility shall solely be that of Vendor.

14.8 Severability. In the event any one or more of the provisions of the Contract shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Contract shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by a provision, which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision.

14.9 Entire Agreement; Inconsistent Terms. This Contract, all exhibits, appendices, and schedules attached hereto and/or otherwise incorporated by reference herein, and the Incorporated Documents are the complete and exclusive statement of the agreement between the Named Entity and the Vendor, and supersede any and all other agreements, oral or written, between the parties. This Contract may not be modified except by written instrument signed by the Named Entity and by an authorized representative of the Vendor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate the Vendor.

14.10 Counterparts. This Contract and other Incorporated Documents which are required to be duly executed, may be executed in counterparts and by the exchange of signatures by facsimile or PDF.

[Signature Page Follows]

Appriss Inc. BY:



Signature

11/4/2019

Date

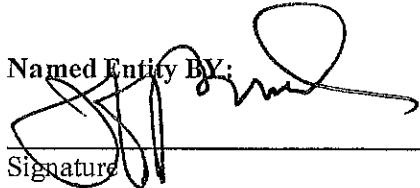
Joshua P. Bruner

Name

EVP Operations & GM Victim Services & Programs

Title

Named Entity BY:



Signature

11/19/19

Date

Jeff Branick

Name

County Judge

Title

EXHIBITS TO THIS CONTRACT:

EXHIBIT A - Executed OAG Certification Agreement

EXHIBIT B - Agreed Pricing Index not attached hereto but known to and in the possession of both Parties and incorporated herein by reference

EXHIBIT C - Vendor's List of Authorized Persons, not attached hereto but known to and in the possession of both Parties and incorporated herein by reference

Jefferson County



Precinct Four

Everette "Bo" Alfred
Commissioner

MEMO

P.O. Box 4025
Beaumont, Texas 77704-4025
409-835-8443 phone
www.co.jefferson.tx.us/prct4/index.html

TO: Ms. Fran Lee, Auditing
FROM: Commissioner Everette Alfred
DATE: November 20, 2019
RE: Transfer Funds

Please transfer the following into account # 114-0409-431.60-11 (Capital Road Machinery) for cost of the purchase of a Gradall needed for road building season. Total Cost is \$353,071.64.

- \$15,000 From account # 114-0401-431.10-02 (Assistants and Clerks)
- \$1,150 From account # 114-0401-431.20-01 (FICA)
- \$2,800 From account # 114-0401-431.20-02 (Employees Retirement)
- \$9,000 From account # 114-0402-431.10-09 (Foremen)
- \$37,000 From account # 114-0402-431.10-28 (Laborers)
- \$3,500 From account # 114-0402-431.20-01 (FICA)
- \$8,600 From account # 114-0402-431.20-02 (Employees Retirement)
- \$10,000 From account # 114-0402-431.20-03 (Employees Insurance)
- \$20,000 From account # 114-0402-431.30-01 (Asphalt)
- \$10,000 From account # 114-0402-431.30-16 (Chemicals, Sprays, Etc.)
- \$20,000 From account # 114-0402-431.30-79 (Crushed Stone)

\$214,022
Please get the remaining cost from Contingency. Thank you.

EA/nr

MEMORANDUM

TO: COMMISSIONERS COURT
FROM: FRAN LEE
SUBJECT: BUDGET TRANSFER
DATE: NOVEMBER 18, 2019

The following FY 2019 budget transfer for the Jail is necessary for additional cost for medical claims over the cap for the 2018-2019 contract year.

120-3062-423-5077	Contractual Services	\$106,100
120-3062-423-1094	Longevity	\$25,000
120-3062-423-1095	Education Pay	\$25,000
120-3062-423-1098	Overtime	\$50,000
120-3062-423-2002	Employees Retirement	\$ 6,100

NAME

AMOUNT

CHECK NO.

TOTAL

JURY FUND

CURTIS 1000, INC.	11,767.50	465847
OFFICE DEPOT	92.82	465882
TRI-CITY COFFEE SERVICE	13.35	465908
DAWN DONUTS	45.50	466022
		11,919.17**

ROAD & BRIDGE PCT.#2

RITTER @ HOME	208.96	465892
SHERWIN-WILLIAMS	96.66	465899
CENTERPOINT ENERGY RESOURCES CORP	68.09	465960
CENTERPOINT ENERGY RESOURCES CORP	44.44	465961
A1 FILTER SERVICE COMPANY	28.00	465991
		446.15**

ROAD & BRIDGE PCT. # 3

SPIDLE & SPIDLE	8,512.13	465826
BEAUMONT FRAME & FRONT END	407.44	465837
BEAUMONT TRACTOR COMPANY	138.21	465838
FARM & HOME SUPPLY	41.94	465852
ENTERGY	38.38	465859
OFFICE DEPOT	69.58	465882
PRO CHEM INC	247.96	465994
ASCO	158.63	465999
SHOPPA'S FARM SUPPLY	121.33	466012
SMITTY'S HAMSHIRE GULF	92.00	466027
GERALD T PELTIER JR	200.00	466070
C & I OIL OF BEAUMONT LP	3,392.58	466073
		13,420.18**

ROAD & BRIDGE PCT.#4

ABLE FASTENER, INC.	262.79	465824
CITY OF BEAUMONT - LANDFILL	358.00	465833
GULF COAST SCREW & SUPPLY	289.11	465858
M&D SUPPLY	160.49	465873
MUNRO'S	163.69	465878
SANITARY SUPPLY, INC.	47.80	465894
AT&T	80.16	465902
UNITED STATES POSTAL SERVICE	2.40	465939
KNIFE RIVER	108.24	465971
LD CONSTRUCTION	123.38	465983
ON TIME TIRE	482.52	465992
SAM'S CLUB DIRECT	765.84	465995
SOUTHEAST TEXAS PARTS AND EQUIPMENT	94.99	466004
BK INDUSTRIAL SOLUTIONS LLC	114.30	466016
O'REILLY AUTO PARTS	347.58	466056
		3,401.29**

ENGINEERING FUND

DLT SOLUTIONS LLC	180.50	465831
		180.50**

PARKS & RECREATION

SCOOTER'S LAWNMOWERS	649.99	465895
LOWE'S HOME CENTERS, INC.	133.70	465950
THE HOME DEPOT PRO	267.52	466064
		1,051.21**

GENERAL FUND

TAX OFFICE

OFFICE DEPOT	1,668.00	465882
ACE IMAGEWEAR	47.10	465898
SOUTHEAST TEXAS WATER	406.00	465901
TERRY WUENSCHEL	410.70	465918
UNITED STATES POSTAL SERVICE	776.49	465939
ALLISON GETZ	609.05	466018
CINTAS CORPORATION	222.89	466026
		4,140.23*

COUNTY HUMAN RESOURCES

UNITED STATES POSTAL SERVICE	1.21	465939
		1.21*

AUDITOR'S OFFICE

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE CANDACE PLESSALA	16.06 67.28	465939 465980	83.34*
COUNTY CLERK			
UNITED STATES POSTAL SERVICE RICOH USA INC THOMSON REUTERS-WEST	194.50 231.82 68.00	465939 465997 466001	494.32*
COUNTY JUDGE			
CHEROKEE COUNTY CLERK CATHERINE BRUNNEY	1,721.00 500.00	465846 465863	
UNITED STATES POSTAL SERVICE WILLIAM FORD DISHMAN	5.77	465939	
JAN GIROUARD & ASSOCIATES LLC	500.00	466002	
TEXAS ASSOCIATION OF COUNTIES	600.00 200.00	466024 466042	
RISK MANAGEMENT			3,526.77*
UNITED STATES POSTAL SERVICE	15.87	465939	15.87*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	221.76	465939	221.76*
PRINTING DEPARTMENT			
CIT TECHNOLOGY FINANCING SERVICE	499.00	465981	499.00*
PURCHASING DEPARTMENT			
BEAUMONT ENTERPRISE THE EXAMINER FED EX PORT ARTHUR NEWS, INC.	2,017.70 1,400.00 22.08 687.00 300.00	465850 465851 465853 465886 465890	
REGION V EDUCATION SERVICE CENTER	47.82	465939	
UNITED STATES POSTAL SERVICE SAM'S CLUB DIRECT	45.00	465995	
GENERAL SERVICES			4,519.60*
B&L MAIL PRESORT SERVICE BALBOA CO., INC. BOSWORTH PAPER CASH ADVANCE ACCOUNT SPINDLETOP MHMR TRIANGLE COMPUTER & TELEPHONE ADVANCED STAFFING TOWER COMMUNICATIONS, INC. SAM'S CLUB DIRECT	1,468.34 10,040.32 284.50 75.00 34,323.66 25.00 97.50 2,435.00 108.76	465834 465835 465840 465868 465872 465907 465917 465937 465995	
DATA PROCESSING			48,858.08*
OFFICE DEPOT CDW COMPUTER CENTERS, INC. SKYHELM LLC	136.45 27,265.90 5,912.50	465882 465919 466045	33,314.85*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	154.54	465939	154.54*
ELECTIONS DEPARTMENT			
AT&T MOBILITY BATTERIES PLUS LLC	764.13 1,077.30	466021 466057	1,841.43*
DISTRICT ATTORNEY			
KIRKSEY'S SPRINT PRINTING TDCAA BOOK ORDERS UNITED STATES POSTAL SERVICE THOMSON REUTERS-WEST	25.95 212.00 153.53 3,879.53	465870 465904 465939 466001	

DATE
11-26-2019

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NAME	AMOUNT	CHECK NO.	TOTAL
TROY ROBINSON	658.80	466051	4,929.81*
DISTRICT CLERK			
OFFICE DEPOT	124.99	465882	
TRI-CITY COFFEE SERVICE	51.30	465908	
UNITED STATES POSTAL SERVICE	248.09	465939	
CRIMINAL DISTRICT COURT			424.38*
UNITED STATES POSTAL SERVICE	8.01	465939	
58TH DISTRICT COURT			8.01*
OFFICE DEPOT	138.56	465882	
60TH DISTRICT COURT			138.56*
UNITED STATES POSTAL SERVICE	4.94	465939	
136TH DISTRICT COURT			4.94*
THOMSON REUTERS-WEST	73.16	466001	
172ND DISTRICT COURT			73.16*
CASH ADVANCE ACCOUNT	809.16	465868	
LEXIS-NEXIS	234.00	465942	
252ND DISTRICT COURT			1,043.16*
OFFICE DEPOT	81.15	465882	
CHARLES ROJAS	100.00	465921	
UNITED STATES POSTAL SERVICE	38.83	465939	
M.K. HAMZA, PHD, P.A.	1,200.00	465998	
279TH DISTRICT COURT			1,419.98*
DAVID GROVE	100.00	465827	
PHILLIP DOWDEN	325.00	465832	
OFFICE DEPOT	243.36	465882	
PENGAD	80.54	465883	
ANITA F. PROVO	100.00	465888	
NATHAN REYNOLDS, JR.	500.00	465891	
LEXIS-NEXIS	76.00	465941	
KIMBERLY PHELAN, P.C.	100.00	465966	
ANGELA L MORMAN	465.00	465972	
TONYA CONNELL TOUPS	100.00	465977	
JONATHAN L. STOVALL	200.00	465988	
MATUSKA LAW FIRM	325.00	466005	
MELANIE AIREY	100.00	466014	
317TH DISTRICT COURT			2,714.90*
DAVID GROVE	150.00	465827	
ANITA F. PROVO	600.00	465888	
WENDELL RADFORD	325.00	465889	
KEVIN PAULA SEKALY PC	1,050.00	465896	
CHARLES ROJAS	675.00	465921	
LANGSTON ADAMS	650.00	465951	
JUDY PAASCH	2,465.42	465959	
ALLEN PARKER	75.00	465984	
BRITTANIE HOLMES	150.00	465996	
TARA SHELANDER	525.00	466009	
MELANIE AIREY	450.00	466014	
JUSTICE COURT-PCT 1 PL 1			7,115.42*
OFFICE DEPOT	41.36	465882	
UNITED STATES POSTAL SERVICE	29.55	465939	
JUSTICE COURT-PCT 4			11.81*

NAME	AMOUNT	CHECK NO.	TOTAL
AT&T	80.16	465902	80.16*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE SIERRA SPRING WATER CO. - BT	41.74 23.98	465939 465943	65.72*
COUNTY COURT AT LAW NO.1			
CASH ADVANCE ACCOUNT UNITED STATES POSTAL SERVICE LEXIS-NEXIS SIERRA SPRING WATER CO. - BT	817.85 1.82 78.00 85.46	465868 465939 465941 465945	983.13*
COUNTY COURT AT LAW NO. 2			
BRUCE W. COBB JOHN E MACEY ATTORNEY AT LAW PLLC NATHAN REYNOLDS, JR. JOHN D WEST UNITED STATES POSTAL SERVICE MATUSKA LAW FIRM	300.00 250.00 100.00 250.00 1.00 250.00	465844 465874 465891 465925 465939 466005	1,151.00*
COUNTY COURT AT LAW NO. 3			
OFFICE DEPOT JARED GILTHORPE THE SAMUEL FIRM, PLLC	219.84 250.00 500.00	465882 466010 466063	530.16*
COURT MASTER			
UNITED STATES POSTAL SERVICE	1.00	465939	1.00*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	51.10	465939	51.10*
SHERIFF'S DEPARTMENT			
FED EX GT DISTRIBUTORS, INC. CASH ADVANCE ACCOUNT MOORMAN & ASSOCIATES, INC. OFFICE DEPOT RALPH'S INDUSTRIAL ELECTRONICS CDW COMPUTER CENTERS, INC. UNITED STATES POSTAL SERVICE UNITED STATES POSTAL SERVICE BEAUMONT OCCUPATIONAL SERVICE, INC. XM SATELLITE RADIO MARK ELLIS GALLS LLC SOUTHEAST TEXAS OCCUPATIONAL MEDICI IAFCI	54.35 551.04 373.04 1,650.00 1,247.28 59.00 3,375.56 1,249.67 1,245.60 34.95 1,200.31 120.00 351.46 200.00 80.00	465853 465855 465868 465877 465882 465893 465919 465939 465940 465947 465964 465967 466017 466025 466030	11,792.26*
CRIME LABORATORY			
SIGMA-ALDRICH, INC. AGILENT TECHNOLOGIES FISHER SCIENTIFIC SANITARY SUPPLY, INC. ULINE SHIPPING SUPPLY SPECIALI	75.60 254.71 137.24 143.53 83.73	465823 465830 465854 465894 465909	694.81*
JAIL - NO. 2			
BOB BARKER CO., INC. CITY OF BEAUMONT - WATER DEPT. ECOLAB ENTERGY HERNANDEZ OFFICE SUPPLY, INC. ISI COMMERCIAL REFRIGERATION CASH ADVANCE ACCOUNT KOMMERCIAL KITCHENS	3,087.25 126.32 947.19 54.51 885.50 688.41 443.26 123.50	465836 465842 465849 465859 465862 465865 465868 465871	

NAME

AMOUNT

CHECK NO.

TOTAL

M&D SUPPLY	34.32	465873	
OFFICE DEPOT	1,770.80	465882	
RITTER @ HOME	68.76	465892	
SANITARY SUPPLY, INC.	1,737.99	465894	
SETZER HARDWARE, INC.	5.39	465897	
AT&T	1,381.66	465902	
WHOLESALE ELECTRIC SUPPLY CO.	1,454.53	465912	
WORTH HYDROCHEM	342.00	465913	
TRAILER HITCH DEPOT	336.00	465922	
UNITED COMMUNICATIONS, INC.	441.00	465924	
PUMP TEX, INC.	1,036.75	465946	
TEXAS GAS SERVICE	566.37	465953	
DATAWORKS PLUS, LLC	175.00	465955	
KNIFE RIVER	805.00	465970	
INDUSTRIAL & COMMERCIAL MECHANICAL	225.00	465993	
MATERA PAPER COMPANY INC	3,562.60	466000	
THOMSON REUTERS-WEST	189.00	466001	
GALLS LLC	9,073.77	466017	
IMPACT WASTE LLC	360.00	466029	
THE MONOGRAM SHOP	168.00	466034	
CORRHEALTH LLC	108,061.27	466046	
O'REILLY AUTO PARTS	8.65	466056	
			138,159.80*
JUVENILE PROBATION DEPT.			
OFFICE DEPOT	716.31	465882	
UNITED STATES POSTAL SERVICE	11.48	465939	
			727.79*
JUVENILE DETENTION HOME			
EPS	160.00	465848	
HYDRO-CLEAN SERVICES, INC.	560.00	465864	
OFFICE DEPOT	264.39	465882	
FLOWERS FOODS	65.86	465956	
BEN E KEITH FOODS	3,355.09	465957	
CENTERPOINT ENERGY RESOURCES CORP	144.67	465960	
CENTERPOINT ENERGY RESOURCES CORP	150.89	465961	
VANSCHECA SANDERS-CHEVIS	900.00	465968	
			5,600.90*
CONSTABLE PCT 1			
UNITED STATES POSTAL SERVICE	35.25	465939	
TND WORKWEAR CO LLC	16.95	466031	
CENTRAL POLICE SUPPLY, LTD	335.25	466054	
			387.45*
CONSTABLE-PCT 4			
AT&T	40.08	465902	
			40.08*
CONSTABLE-PCT 6			
OFFICE DEPOT	604.25	465882	
UNITED STATES POSTAL SERVICE	4.41	465939	
			608.66*
CONSTABLE PCT. 8			
THOMSON REUTERS-WEST	75.00	466001	
TND WORKWEAR CO LLC	12.00	466031	
			87.00*
AGRICULTURE EXTENSION SVC			
OFFICE DEPOT	111.28	465882	
UNITED STATES POSTAL SERVICE	7.83	465939	
CORENA NIKKI FITZGERALD	122.21	466065	
			241.32*
HEALTH AND WELFARE NO. 1			
CALVARY MORTUARY	1,146.14	465841	
CLAYBAR FUNERAL HOME, INC.	3,580.00	465843	
ENTERGY	293.13	465860	
MERCY FUNERAL HOME	1,500.00	465876	
PETTY CASH - N C WELFARE	101.00	465884	
AUSTIN CECIL WALKES MD PA	3,245.08	465911	

NAME	AMOUNT	CHECK NO.	TOTAL
ACE IMAGEWEAR	79.32	465898	
CENTERPOINT ENERGY RESOURCES CORP	97.98	465960	
CENTERPOINT ENERGY RESOURCES CORP	81.66	465961	
SERVICE CENTER			290.92*
SPIDLE & SPIDLE	25,150.94	465826	
J.K. CHEVROLET CO.	699.26	465866	
MUNRO'S	97.14	465878	
NOACK LOCKSMITH	22.50	465880	
PHILPOTT MOTORS, INC.	1,317.33	465885	
JEFFERSON CTY. TAX OFFICE	7.50	465926	
JEFFERSON CTY. TAX OFFICE	7.50	465927	
JEFFERSON CTY. TAX OFFICE	7.50	465928	
JEFFERSON CTY. TAX OFFICE	7.50	465929	
JEFFERSON CTY. TAX OFFICE	7.50	465930	
JEFFERSON CTY. TAX OFFICE	7.50	465931	
JEFFERSON CTY. TAX OFFICE	16.75	465932	
JEFFERSON CTY. TAX OFFICE	16.75	465933	
JEFFERSON CTY. TAX OFFICE	16.75	465934	
BUMPER TO BUMPER	238.24	465958	
THIRD COAST TINT	150.00	465978	
AMERICAN TIRE DISTRIBUTORS	785.08	465982	
MIGHTY OF SOUTHEAST TEXAS	233.10	465990	
SILSBEE FORD INC	62,391.34	466003	
TEXAS DEPARTMENT OF MOTOR VEHICLES	7.50	466019	
TEXAS DEPARTMENT OF MOTOR VEHICLES	7.50	466020	
IMAGE 360 BEAUMONT	126.46	466052	
O'REILLY AUTO PARTS	143.64	466056	
THIS GUYS TOOLS, LLC	42.85	466062	
C & I OIL OF BEAUMONT LP	1,554.96	466073	
VETERANS SERVICE			93,063.09*
HILARY GUEST	106.60	465952	
MOSQUITO CONTROL FUND			106.60*
			410,085.30**
W.W. GRAINGER, INC.	55.05	465857	
CENTERPOINT ENERGY RESOURCES CORP	119.89	465960	
CENTERPOINT ENERGY RESOURCES CORP	36.56	465961	
RUTTY & MORRIS LLC	95.00	465973	
FEMA EMERGENCY			306.50**
MUSTANG RENTAL SERVICES	996.14	465879	
DRC EMERGENCY SERVICES, LLC	252,152.99	465965	
KNIFE RIVER	958.05	465971	
A-1 MAIDA FENCE COMPANY	3,500.00	466015	
SAF-T-BOX	120.25	466036	
TETRA TECH	170,559.50	466041	
LAKE COUNTRY CHEVROLET, INC.	32,645.70	466053	
J.C. FAMILY TREATMENT			460,932.63**
BEAUMONT OCCUPATIONAL SERVICE, INC.	163.85	465947	
JUDY PAASCH	40.00	465959	
PATRICIA PETERS	1,297.50	466023	
LAW LIBRARY FUND			1,501.35**
THOMSON REUTERS-WEST	426.14	466001	
EMPG GRANT			426.14**
COTTON CARGO	1,614.84	466069	
GRANT A STATE AID			1,614.84**
CASH ADVANCE ACCOUNT	523.60	465868	
BI INCORPORATED	1,107.10	465923	
YOUTH ADVOCATE PROGRAM	7,332.50	465976	

NAME	AMOUNT	CHECK NO.	TOTAL
TRUECORE BEHAVIORAL SOLUTIONS LLC	341.06	466047	9,304.26**
COMMUNITY SUPERVISION FND			
UNITED STATES POSTAL SERVICE	73.01	465939	73.01**
JEFF. CO. WOMEN'S CENTER			
AIR COMFORT, INC.	160.73	465825	
BELL'S LAUNDRY	1,011.38	465839	
M&D SUPPLY	2.69	465873	
KIM MCKINNEY, LPC, LMFT	150.00	465875	
PREMIUM PLUMBING	110.00	465887	
AT&T	141.50	465902	
SYSSCO FOOD SERVICES, INC.	1,438.32	465903	
TIME WARNER COMMUNICATIONS	41.50	465905	
BURT WALKER PARTNERS, LTD	4,500.00	465910	
PETTY CASH - RESTITUTION I	110.00	465915	
BEN E KEITH FOODS	1,452.70	465957	
CENTERPOINT ENERGY RESOURCES CORP	373.75	465960	
ICS	266.65	465974	
SAM'S CLUB DIRECT	123.44	465995	
MATERA PAPER COMPANY INC	431.66	466000	
WASTEWATER TRANSPORT SERVICES LLC	248.00	466008	
HIGGINBOTHAM INSURANCE AGENCY INC	71.00	466013	
STERICYCLE, INC	35.00	466050	
LAW OFFICER TRAINING GRT			10,668.32**
TEXAS COMMISSION ON LAW ENFORCEMENT	35.00	465979	35.00**
COUNTY CLK RECORDS ARCHIV			
MANATRON	7,786.67	465975	7,786.67**
DRUG INTERVENTION COURT			
RECOVERY COUNCIL OF SOUTHEAST TEXAS	900.00	466074	900.00**
HOTEL OCCUPANCY TAX FUND			
THERMACON SERVICE	225.00	465829	
ENTERGY	1,523.07	465859	
M&D SUPPLY	164.35	465873	
MUNRO'S	35.40	465878	
LA RUE ROUGEAU	15.13	465969	
MATERA PAPER COMPANY INC	224.50	466000	
GRINNELL COMPUTERS	719.76	466028	
CAPITAL PROJECTS FUND			2,907.21**
SPA GLASS CONSTRUCTION CORP	56,585.00	466060	56,585.00**
C O SERIES 2019 PROJECTS			
JOHNSON CONTROLS, INC.	3,483,464.00	465869	3,483,464.00**
AIRPORT FUND			
JACKSON-HIRSH, INC.	247.66	465867	
S.E. TEXAS BUILDING SERVICE	4,246.66	465900	
TIME WARNER COMMUNICATIONS	105.54	465906	
WYLIE MANUFACTURING CO.	169.08	465914	
CENTERPOINT ENERGY RESOURCES CORP	364.79	465960	
CENTERPOINT ENERGY RESOURCES CORP	105.23	465961	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	92.66	466004	
TITAN AVIATION FUELS	58,743.51	466059	
SE TX EMP. BENEFIT POOL			64,075.13**
GROUP ADMINISTRATIVE CONCEPTS INC	145,884.75	465987	
EXPRESS SCRIPTS INC	70,534.59	466043	
SETEC FUND			216,419.34**

NAME

AMOUNT

CHECK NO.

TOTAL

INDUSTRIAL & COMMERCIAL MECHANICAL ACE SIGN COMPANY	1,652.00 244,314.00	465993 466066	245,966.00**
LIABILITY CLAIMS ACCOUNT			
STEVENS BALDO & LIGHTY PLLC	52.50	466035	52.50**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	2,375.98	465962	
TRISTAR RISK MANAGEMENT	4,716.48	465963	7,092.46**
GUARDIANSHIP FEE			
WYATT SNIDER	200.00	465989	200.00**
MARINE DIVISION			
W.W. GRAINGER, INC.	959.26	465857	959.26**
			5,011,773.42***

Prescribed by Secretary of State (Form JRC)
 Elections PRIM/jresolution.doc
 Joint ResolutionContract; Texas Administrative Code rule §81.157
 Section 172.126, Texas Election Code, 09/2015

RESOLUTION FOR JOINT PRIMARY

JOINT RESOLUTION

WHEREAS, the Democratic Party of Jefferson County, Texas, and the Republican Party of Jefferson County, Texas, desire to enter into a 2020 Joint Primary Election Services Contract with the Jefferson County Clerk, as the County Election Officer; and

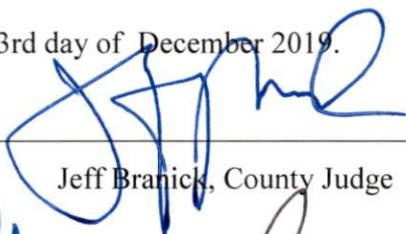
WHEREAS, the Commissioners Court of Jefferson County, Texas desires to give authorization for said Contract

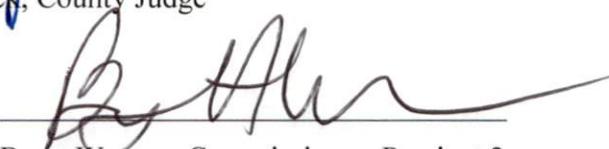
NOW THEREFORE BE IT RESOLVED BY THE COMMISSIONERS COURT OF JEFFERSON, COUNTY, TEXAS, THAT:

Said Commissioners Court authorizes a Joint Contract by and among, Ava Graves, Democratic Party Chair, and Judy Nichols, Republican County Chair, and Carolyn L. Guidry, County Election Officer of Jefferson County, Texas, for the conduct and supervision of the Jefferson County Joint Primary Election on March 3, 2020 and the Jefferson County Joint Primary Runoff Election, if necessary, on May 26, 2020.

PASSED AND APPROVED, THIS 3rd day of December 2019.

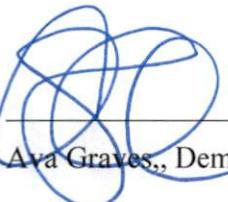

 Eddie Arnold, Commissioner, Precinct 1


 Jeff Branick, County Judge

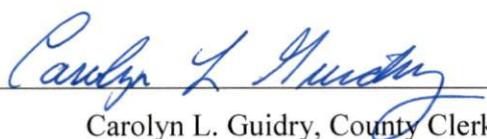

 Breth Weaver, Commissioner, Precinct 2


 Michael Sinegal, Commissioner, Precinct 3


 Everette Alfred, Commissioner, Precinct 4


 Ava Graves, Democratic Party Chair


 Judy Nichols, Republican Party Chair


 Carolyn L. Guidry, County Clerk





***NOTICE OF EARLY VOTING LOCATIONS AND HOURS FOR
March 3, 2020, DEMOCRATIC AND REPUBLICAN JOINT PRIMARY ELECTION***
(ELECCIÓN PRIMARIA CONJUNTA DEMÓCRATAS Y REPUBLICANOS, 03 de marzo
2020)

Early Voting by personal appearance will be conducted each weekday at:
(La votación adelantada en persona se llevará a cabo de lunes a viernes en:)

EARLY VOTING LOCATIONS:

(Localizaciones de Votacion Adelantada):

Beaumont Courthouse-Main location	1085 Pearl St., Beaumont, Texas
Port Arthur Sub-Courthouse	525 Lakeshore Dr., Port Arthur, Texas
Rogers Park Recreation Center	6540 Gladys, Beaumont, Texas
Port Arthur Library	4615 9 th Ave., Port Arthur, Texas
Theodore Johns Library	4255 Fannett Rd., Beaumont, Texas
John Paul Davis Community Center	3580 E Lucas, Beaumont, Texas
Marion & Ed Hughes Public Library	2712 Nederland Ave., Nederland, Texas
Groves Recreation Center	6150 39 th Street, Groves, Texas
Effie & Wilton Hebert Library	2025 Merriman St., Port Neches, Texas
Precinct One Service Center	1201 W. Hwy. 90, China, Texas
Jefferson Co. J.P. Pct 4 Bldg (Judge Chesson's Courtroom)	19217 FM 365, Beaumont, Texas

DATES AND HOURS FOR ALL ABOVE LOCATIONS:

(Fechas y Horas para todas las localizaciones):

February 18 - 21 p.m. <i>(Febrero 18 - 21)</i>	Tuesday - Friday <i>(Martes - Viernes)</i>	8:00 a.m. - 5:00
February 22 p.m. <i>(Febrero 22)</i>	Saturday <i>(Sábado)</i>	8:00 a.m. - 5:00
February 23 p.m. <i>(Febrero 23)</i>	Sunday <i>(Domingo)</i>	12:00 p.m. - 5:00
February 24 – 28 p.m. <i>(Febrero 24-28)</i>	Monday – Friday <i>(Lunes – Viernes)</i>	7:00 a.m. - 7:00

Precincts Voting at Location (Precintos de votación en el Localización)	Election Day Polling Places (Localizaciones)	ADDRESS (Dirección)	City, State, Zip code (Ciudad, Estado, Código postal)	City, State, Zip code (Ciudad, Estado, Código postal)
				Beaumont, TX 77707
ALL (todos)	Amelia Elementary School	565 S. Major Dr	Beaumont, TX 77707	Beaumont, TX 77713
ALL (todos)	Beaumont Municipal Airport	455 Keith Rd.	Beaumont, TX 77713	Bevil Oaks, TX 77713
ALL (todos)	Bevil Oaks Civic Center	7390 Sweetgum Rd.	Bevil Oaks, TX 77713	Beaumont, TX 77706
ALL (todos)	BISD Administration Building	3395 Harrison Ave.	Beaumont, TX 77706	Beaumont, TX 77713
ALL (todos)	New Light Church	3780 Crow Rd.	Beaumont, TX 77706	Beaumont, TX 77707
ALL (todos)	Dishman Elementary	3475 Champions Dr.	Beaumont, TX 77707	Beaumont, TX 77702
ALL (todos)	O.C. Mike Taylor Career Center	2330 North St.	Beaumont, TX 77702	China, TX 77613
ALL (todos)	Precinct 1 Service Center	20205 W. Hwy. 90	China, TX 77613	Beaumont, TX 77706
ALL (todos)	Rogers Park Community Center	6540 Gladys Ave.	Beaumont, TX 77706	Beaumont, TX 77708
ALL (todos)	Roy Guess Elementary	8055 Voth Rd.	Beaumont, TX 77708	Port Neches, TX 77651
ALL (todos)	Hebert Library	2025 Merriman St.	Port Neches, TX 77651	Nederland, TX 77627
ALL (todos)	Central Gardens Fire Station	2026 Spurlock Rd.	Nederland, TX 77627	Groves, TX 77619
ALL (todos)	Groves Public Library	5600 West Washington	Groves, TX 77619	Nederland, TX 77627
ALL (todos)	Nederland City Hall	207 N. 12th Street	Nederland, TX 77627	Beaumont, TX 77705
ALL (todos)	Jerry Ware Airport Terminal	5000 Jerry Ware Dr.	Beaumont, TX 77705	Beaumont, TX 77705
ALL (todos)	JP 4 BLDG	19217 FM 365	Beaumont, TX 77704	Beaumont, TX 77705
ALL (todos)	Jefferson County ESD #4	12880 FM 365	Beaumont, TX 77705	Nederland, TX 77627
ALL (todos)	Marion & Ed Hughes Public Library	2712 Nederland Ave.	Nederland, TX 77627	Port Neches, TX 77651
ALL (todos)	Port Neches City Hall	1005 Merriman	Port Neches, TX 77651	Groves, TX 77619
ALL (todos)	Groves Activity Building	6150 39th Street.	Groves, TX 77619	Port Arthur, TX 77640
ALL (todos)	DeQueen Elementary	740 DeQueen Blvd.	Port Arthur, TX 77640	Port Arthur, TX 77640
ALL (todos)	Jefferson County Sub-Courthouse	525 Lakeshore Dr.	Port Arthur, TX 77640	Port Arthur, TX 77642
ALL (todos)	Memorial 9th Grade Academy	2441 61st St.	Port Arthur, TX 77642	Port Arthur, TX 77642
ALL (todos)	O W COLLINS RETIREMENT CENTER	4440 GULFWAY DR.	Port Arthur, TX 77642	Port Arthur, TX 77642
ALL (todos)	Port Arthur Library	4615 9th Ave	Port Arthur, TX 77642	Port Arthur, TX 77642
ALL (todos)	Port Arthur Recreation Center	1308 9th Ave.	Port Arthur, TX 77642	Sabine Pass, TX 77655
ALL (todos)	R.L. Gabby Eldridge Center	5262 S. Gulfway Dr	Sabine Pass, TX 77655	Port Arthur, TX 77642
ALL (todos)	Travis Elementary	1115 Lakeview Ave.	Port Arthur, TX 77642	Port Arthur, TX 77642
ALL (todos)	Sam Houston Elementary	3245 36th St	Port Arthur, TX 77642	Beaumont, TX 77705
ALL (todos)	Alice Keith Park Recreation Center	4075 Highland Ave.	Beaumont, TX 77705	Beaumont, TX 77701
ALL (todos)	Charlton-Pollard Elementary	825 Jackson St.	Beaumont, TX 77701	Beaumont, TX 77703
ALL (todos)	Dr. Mae Jones-Clark Elementary	3525 Cleveland St.	Beaumont, TX 77703	Hamshire, TX 77622
ALL (todos)	Hamshire-Fannett High School	12702 2nd St	Hamshire, TX 77622	Beaumont, TX 77701
ALL (todos)	Jefferson County Courthouse	1001 Pearl St.	Beaumont, TX 77701	Beaumont, TX 77701
ALL (todos)	MLK Middle School	1400 Avenue A	Beaumont, TX 77701	Beaumont, TX 77703
ALL (todos)	John Paul Davis Community Center	3580 E. Lucas Dr.	Beaumont, TX 77703	Beaumont, TX 77713
ALL (todos)	Precinct 4 Service Center	7780 Boyt Rd.	Beaumont, TX 77713	Beaumont, TX 77703
ALL (todos)	Sterling Pruitt Center	2930 Gulf St.	Beaumont, TX 77703	Beaumont, TX 77705
ALL (todos)	Theodore Johns Library	4255 Fannett Rd.	Beaumont, TX 77705	
**Location Change				



Resolution

STATE OF TEXAS

§

COMMISSIONERS' COURT

COUNTY OF JEFFERSON

§

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED that at a regular meeting of the Commissioners' Court of Jefferson County, Texas, held on the 3rd day of December, 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 Resolution was adopted:

WHEREAS, the Jefferson County Commissioners' Court finds that immediate action is required during times of an emergency; and

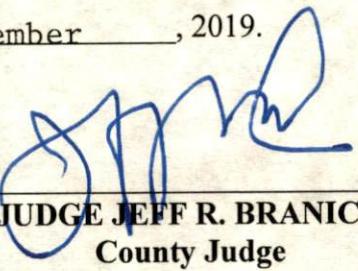
WHEREAS, the Jefferson County Commissioners' Court recognizes that the County Judge did sign a Disaster Declaration for Jefferson County on September 19, 2019; and

WHEREAS, the Jefferson County Commissioners' Court recognizes that this Disaster Declaration must be renewed pursuant to Section 418.108 (b), Government Code; and

WHEREAS, the Jefferson County Commissioners' Court recognizes that Jefferson County remains in a state of disaster as a result of the devastation created by Tropical Storm Imelda and that the renewal of this Declaration of Disaster is necessary for the protection of life and property in Jefferson County;

NOW THEREFORE, BE IT RESOLVED that Commissioners' Court of Jefferson County, Texas, does hereby approve the renewal and extension of the Disaster Declaration entered on September 19, 2019.

SIGNED this 3rd day of December, 2019.


JUDGE JEFF R. BRANICK
County Judge




COMMISSIONER EDDIE ARNOLD
Precinct No. 1


COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3


COMMISSIONER BRENT A. WEAVER
Precinct No. 2


COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



Joleen E. Fregia
 Chief Deputy
 E-Mail
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

November 21, 2019

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

Gentlemen:

Enclosed is the Investment Schedule as of October 31, 2019, including interest earnings.

The weighted average yield to maturity on the County's investments is 1.916%. The 90 day Treasury discount rate on October 31, 2019 was 1.535% and the interest on your checking accounts for the month of October 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 December 3rd, 2019, to be received and filed.

Sincerely,

Charlie Hallmark, CIO
 Enclosure

Agenda should read:

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

JEFFERSON COUNTY MONTH END OCTOBER 31, 2019 INVESTMENT SCHEDULE

SECURITY DESCRIPTION	SETTLEMENT DATE	PAR AMOUNT	PRICE PAID	EXP. YIELD	MATURITY Date	CALL DATE	# Days to mat.	CUSIP/C.D. NUMBER	BROKER DEALER	CURRENT VALUE	Current Price	ACCURED FROM PURCHASE COUPON	Coupon paid to date	BOOK VALUE ACCRUED INT.
INVESTMENTS														
TEXAS CLASS	01-Oct-19	\$16,026,216.67	\$16,026,216.67	100	1.930%	31-Oct-19	None	31	31	TX-01-0485-4001	TEXAS CLASS	\$16,026,216.67		\$97,603.89
CDs and Securities														\$16,026,216.67
FNMA 1.55%	27-Dec-16	\$2,000,000.00	\$2,000,000.00	100	1.550%	27-Dec-19	27-Jun-17	57	1095	3136G4JK0	NATIONAL ALLIANCE	\$1,998,957.96	\$99,947.99	\$10,677.78
FHB 2.50%	27-Feb-19	\$1,000,000.00	\$1,000,138.99	100	2.500%	25-Feb-20	NONE	117	363	3130A邢X77	NATIONAL ALLIANCE	\$1,002,436.60	\$100,243.7	\$4,513.89
FHLMC 1.70%	30-Jun-17	\$2,000,000.00	\$2,000,000.00	100	1.700%	29-Jun-20	29-Sep-17	242	1095	3134GBV76	NATIONAL ALLIANCE	\$2,000,605.28	\$100,030.3	\$11,333.33
FHLB 1.85%	24-Jul-17	\$2,000,000.00	\$2,000,000.00	100	1.850%	24-Jul-20	24-Oct-17	267	1096	3134GBZ5	NATIONAL ALLIANCE	\$2,000,922.14	\$100,046.1	\$8,969.44
FNMA 1.80%	16-Oct-17	\$2,000,000.00	\$2,000,000.00	100	1.800%	16-Oct-20	16-Apr-18	351	1096	3136G4PQ0	COASTAL SECURITIES	\$2,000,595.18	\$100,029.8	\$7,500.00
FHLB 1.95%	06-Nov-17	\$2,000,000.00	\$2,000,650.00	100	1.950%	05-Nov-20	05-Feb-18	371	1095	3130ACLP7	COASTAL SECURITIES	\$2,000,042.38	\$100,002.1	\$18,958.33
FHLMC 1.90%	17-Oct-19	\$2,000,000.00	\$2,000,000.00	100	1.900%	17-Oct-22	17-Apr-20	1082	1096	3134GUGN4	WELLS SECURITIES	\$2,000,109.10	\$100,005.5	\$1,477.78
FHLB 2.00%	26-Sep-19	\$2,000,000.00	\$1,999,900.00	99.995	2.000%	26-Sep-22	26-Jun-20	1061	1096	3130AH5R0	WELLS SECURITIES	\$1,993,812.70	\$99,690.6	\$3,888.89
FHLB 2.00%	01-Oct-19	\$2,000,000.00	\$2,000,588.99	99.985	2.000%	23-Jun-21	23-Mar-20	601	631	3130AH5N9	WELLS SECURITIES	\$1,999,658.52	\$99.98	\$3,333.33
FHLB 1.90%	28-Oct-19	\$2,500,000.00	\$2,500,000.00	100	1.900%	28-Oct-22	28-Apr-20	1093	1096	3130AHF6X	WELLS SECURITIES	\$2,500,051.50	\$100.00	\$395.83
														\$2,500,447.33
* (Investment CDs)														\$0.00
INVESTMENT ACCTS		TOTAL PAR	AMT. INVESTED			WEIGHTED AVG. YLD		WEIGHTED AVG.		MATURITY		TOTAL MARKET VALUE		TOTAL BOOK VALUE
CDs and Securities		\$16,026,216.67	\$16,026,216.67			\$16,026,216.67						\$16,026,216.67		
TOTALS ALL ACCTS:		\$35,526,216.67	\$35,527,494.45									\$35,523,407.03		\$35,589,455.63
PLEDGE COLLATERAL REPORT WELLS FARGO														
ALL COUNTY FUNDS AS OF OCTOBER 31, 2019														
MARKET VALUE OF PLEDGE SECURITIES		\$113,681,766.60												
BALANCE IN ALL ACCOUNTS:		\$64,055,505.98												
OVER OR (UNDER) AMOUNT:		\$49,626,260.62												
		177.47%												
OCTOBER 2019, JEFFERSON COUNTY INVESTMENT MATURITIES														
SECURITY DESCRIPTION	PURCHASE DATE	PAR AMOUNT	PRICE PAID	EXPECT. YIELD	MATURITY DATE	Coupon Pay Date	# DAYS INVEST.	CUSIP/C.D. NUMBER	BROKER DEALER	INTEREST EARNINGS				
INVESTMENTS														
TEXAS CLASS	01-Oct-19	\$16,000,000.00	\$16,000,000.00	1.930%	31-Oct-19		31	TX-01-0485-4001	TEXAS CLASS	\$26,216.67				
FNMA 1.80%	18-Oct-17	\$2,000,000.00	\$2,000,000.00	100	1.800%	16-Oct-20	1096	3136G4PQ0	COASTAL SECURITIES	\$18,000.00	COUPON			
FHLMC 1.30%	18-Oct-16	\$2,000,000.00	\$2,000,000.00	100	1.300%	18-Oct-19	1095	3134GAPF5	NATIONAL ALLIANCE	\$13,000.00	MATURITY			
FHLB 2.20%	29-Jan-18	\$2,500,000.00	\$2,500,000.00	100	2.200%	29-Jan-21	29-Oct-19	1096	3130ADC26	NATIONAL ALLIANCE	\$13,750.00	CALLED		
CHECKING INTEREST														
POOLED CASH ACCT		OCTOBER INTEREST		1.750%				31	7783975381	WELLS FARGO	\$62,303.93			
OTHER COUNTY ACCTS		OCTOBER INTEREST		1.750%				31	7783975274	WELLS FARGO	\$3,847.17			
TAX LICENSE ACCT		OCTOBER INTEREST						31	7783975274	WELLS FARGO	\$324.71			
TOTAL		\$22,500,000.00	\$22,500,000.00									\$137,442.48	\$137,442.48	
11/2/2019														

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

FISCAL YEAR 2018-2019

YIELD TO MATURITY AND INTEREST EARNINGS

MONTH	90 DAY T. BILL YIELD	INVESTMENT INTEREST EARNED	CHECKING ACCOUNT YIELD	TEXAS CLASS INTEREST	TEXAS CLASS YIELD
OCTOBER	1.535%	\$111,225.81	1.750%	\$26,216.67	1.930%
NOVEMBER					
DECEMBER					
JANUARY					
FEBRUARY					
MARCH					
APRIL					
MAY					
JUNE					
JULY					
AUGUST					
SEPTEMBER					
ANNUAL TOTALS		\$111,225.81		\$26,216.67	\$137,442.48

Pepe Dominguez

From: Pepe Dominguez <peped@co.jefferson.tx.us>
Sent: Thursday, November 14, 2019 10:42 AM
To: 'Commissioner Arnold' (eddiearnold@co.jefferson.tx.us)
Cc: 'Commissioner Weaver'; 'Commissioner Sinegal'; 'Commissioner Alfred'; 'Judge Branick'; 'Jody Jannise'; 'Ronda Conlin'; Steve Stafford [stafford@co.jefferson.tx.us]
(stafford@co.jefferson.tx.us); ggross@co.jefferson.tx.us; Doug Canant
<dscanant@dd6.org> (dscanant@dd6.org); 'rbartz'
Subject: Minor Plat of Lewis Estates, John Vanness Survey, Abstract No. 308
Attachments: Minor Plat Lewis Estates_Comm Court.pdf

Commissioner Arnold ,

Attached is a PDF of a Minor Plat of Lewis Estates, John Vanness Survey, Abstract No. 308, Jefferson County, City of Nome, located off F.M. Highway 365 and Florida Street in Precinct #1. This plat is in the City of Nome and has met all of our platting requirements.

I will be placing this plat on the Agenda for Tuesday, November 26, 2019.
See: 3/rd

If you have any questions please contact either Steve 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

3,4250 Water Well at Project of Leng
Enterprise



Sempra LNG
488 8th Avenue
San Diego, CA 92101

November 18, 2019

Jefferson County - Engineering
Attn: Ernest Clement
1149 Pearl Street, 5th Floor
Beaumont, TX 77701
Phone: (409) 835-8584

Re: **Access Road Easement - PALNG Common Facilities Company, LLC**

Dear Mr. Clement,

Enclosed is an easement signed by PALNG for installation of an access road across 107 ft of Jefferson County property between the Keith Lake Boat Ramp Road and PALNG's property. The access road will be utilized initially for transportation of crushed stone and other materials during the construction of the relocated Texas State Highway 87. After the construction phase the road will provide access for operation of facilities associated with the Port Arthur LNG export project. I have also enclosed a check payable to Jefferson County in the amount of \$7,800 for the access road easement. The payment amount was based on a cost of \$1,200 per rod for the easement.

I would appreciate if you could arrange for this easement to be placed on the Commissioners Court agenda for approval and signature. The description of the agenda item should also include a reference to the payment of \$7,800 for the easement as required by the County.

Note that PALNG had previously obtained the Court's approval (November 12, 2019) for a Road Use Agreement and Overweight Vehicle Permit for the Keith Lake Boat Ramp Road associated with this work activity.

Please let me know if you have any questions or require further information.

Regards,

A handwritten signature in blue ink that appears to read "Les W. Bamburg".

NOV 2019
Received
J. Johnson, County
Engineering

EASEMENT AGREEMENT FOR ACCESS ROAD PURPOSES

THIS EASEMENT AGREEMENT FOR ACCESS ROAD PURPOSES (this "Agreement") is entered into as of _____, 2019, by and between **Jefferson County, Texas** ("Grantor") and **PALNG Common Facility Company, LLC**, a Delaware limited liability company ("Grantee"). Grantor and Grantee may hereinafter be referred to individually as a "Party" and collectively as the "Parties." For consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant and convey unto Grantee a perpetual, non-exclusive forty foot (40') wide easement ("Easement"), in such location as more particularly described on Exhibit A attached hereto ("Easement Area"), to construct, operate and maintain one (1) access road.

The Easement and all rights granted herein to the Grantee are expressly subject to and conditioned upon the following terms and conditions:

1. Ingress and Egress. Grantee shall have the right of ingress and egress along then existing roads on or over Grantor's land, for any and all purposes necessary and/or incident to the exercise by the Grantee of the rights granted to it hereunder.
2. Grantor Rights. Grantor may use the Easement Area for any and all purposes not inconsistent with the purposes set forth in this Agreement.
3. No Conveyance of Real Property. It is distinctly understood and agreed that this Agreement does not constitute a conveyance of any part of the land described herein or of the oil, gas and minerals therein and thereunder, but grants to the Grantee only the Easement and related rights expressly enumerated herein.
4. Maintenance of Easement. Following any surface activities undertaken by Grantee or on its behalf upon the Easement, Grantee will remove from the Easement Area all brush and other debris caused by its operations, leaving the Easement Area at all times in presentable condition, all to the satisfaction of Grantor.
5. Assignment. Grantee shall have the right to assign this Agreement and Easement in whole or in part, in which event Grantor hereby acknowledges and agrees that the assignee shall automatically to the rights and obligations of Grantee to the extent conveyed in such assignment.
6. Applicable Laws. At all times, Grantee shall comply with all applicable laws, statutes, codes, ordinances, rules, regulations, directives, permits, approvals, authorizations and orders of all governmental authorities with jurisdiction that are now or hereafter applicable to Grantee's activities in connection with the Easement or on the Easement Area (collectively, "Applicable Laws"). Grantee shall deliver written notice of any violation of Applicable Laws to Grantor within five (5) business days after receiving notice of such violation. Grantee shall commence to resolve any violation of any Applicable Law arising from Grantee's activities within the Easement Area within five (5) business days after receiving actual notice of such violation and shall diligently prosecute such resolution to completion.
7. Taxes. Grantee shall pay all personal property taxes attributable to its facilities in the Easement Area, if any.

8. Indemnification. GRANTEE hereby releases, indemnifies and holds GRANTOR harmless of and from any and all damages and expenses for loss or injury to persons or property that may be caused by GRANTEE, its employees, representatives, agents or contractors and subcontractors while performing its activities on or about GRANTOR'S premises. GRANTEE, PALNG COMMON FACILITIES COMPANY, LLC, INDEMNIFIES AND HOLDS GRANTOR, JEFFERSON COUNTY, TEXAS, HARMLESS OF AND FROM ANY AND ALL CLAIMS, SUITS OR CAUSES OF ACTION FOR INJURY, DAMAGES AND/OR DEATH ARISING FROM GRANTEE'S ACTIVITIES, USE OF OR PRESENCE ON THE EASEMENT AREA OR OTHER ADJACENT PROPERTY OF GRANTOR. THIS INDEMNITY AGREEMENT EXTENDS TO AND INDEMNIFIES GRANTOR/INDEMNITEE FOR THE INDEMNITEE'S CONCURRENT NEGLIGENCE.

9. Attorneys' Fees. If Grantor or Grantee files any action or brings any proceeding against the other party arising from or related to this Easement, the prevailing party shall be entitled to recover from the other party element of its costs of suit and not as damages) reasonable attorneys' fees (including both in-house and outside attorneys' fees), costs and expenses incurred by the prevailing party in such action or proceeding (including any appeals).

10. Default. If Grantee fails to perform any affirmative duty or obligation of Grantee under this Agreement that remains uncured for thirty (30) days after written notice thereof (or if such cure cannot be completed within thirty (30) days, if such cure is not commenced within thirty (30) days or thereafter is not diligently prosecuted to completion), Grantor may pursue any right or remedy available at law or in equity as a result without any requirement of further notice or demand, including but not limited to, termination of this Easement and termination of Grantee's right to possession of the Easement by any lawful means.

11. Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas. Venue shall be proper in the County where the Easement Area is located.

12. Captions for Convenience. All headings and captions used herein are for convenience only and are of no meaning in the interpretation or effect of this Agreement.

13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

14. NO WARRANTIES. THE EASEMENT AND RELATED RIGHTS GRANTED HEREIN AND MADE SUBJECT TO THIS AGREEMENT ARE GRANTED WITHOUT WARRANTY OF TITLE, EITHER EXPRESS OR IMPLIED.

{signatures on following page}

EXECUTED this 3rd day of DECEMBER, 2019.

GRANTOR:

Jefferson County, a Political Subdivision of the State of Texas

By:

Print Name: Jeff R. Branick

Print Title: County Judge

STATE OF TEXAS)
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged on this 3rd day of DECEMBER, 2019,
by JEFF R. BRANSICK, County Judge.

In witness whereof, I hereto set my hand and official seal.

Roma C George
Notary Public, State of Texas

[SEAL]

[SERIE] My commission expires:

02-07-2023



GRANTEE:

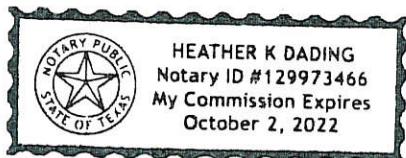
PALNG Common Facilities Company, LLC

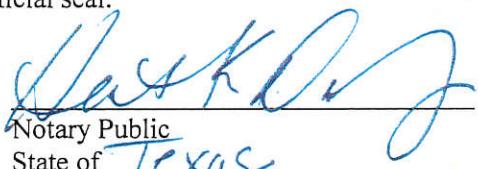
By: Print Name: MICHAEL VANDERMARSPrint Title: VP E&C

STATE OF Texas)
 COUNTY OF Harris)

On this 15th day of November, 2019 before me a notary public, the undersigned officer, personally appeared Michael VanderMars, who acknowledged himself/herself to be the Vice President of PALNG Common Facilities Company, LLC and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the company by himself as Officer on behalf of such company.

In witness whereof, I hereto set my hand and official seal.




Notary Public
State of Texas

[SEAL]

My commission expires:

October 2, 2022

After recording return to:

PALNG Common Facilities Company, LLC
c/o Sempra Energy
488 8th Street, HQ13S3
San Diego, CA 92101
Fax: (619) 699-5150
ATTN: Jennifer DeMarco

EXHIBIT A

Legal Description of Easement

EXHIBIT A
PORT ARTHUR, TEXAS
JEFFERSON COUNTY
N. COLEMAN SURVEY, ABSTRACT NO. 12

<u>LEGEND</u>	
FND.	FOUND
DWG. NO.	DRAWING NUMBER
DOC. NO.	DOCUMENT NUMBER
—  —	PROPERTY LINE
—  —	CENTERLINE (CL)
I.R.	IRON ROD
I.P.	IRON PIPE
P.E.	PERMANENT EASEMENT
P.O.B.	POINT OF BEGINNING
P.O.T.	POINT OF TERMINATION
O.P.R.J.C.T.	OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS
D.R.J.C.T.	DEED RECORDS OF JEFFERSON COUNTY, TEXAS
J.C.C.F.	JEFFERSON COUNTY CLERK'S FILE

SCALE: 1"=300'

TRACT NO. TX-JE-001.000
**PALNG COMMON
FACILITIES COMPANY, LLC**
J.C.C.F. NO. 2006017390
VOLUME 1591, PAGE 468, D.R.J.C.T.
BEING REMAINDER OF
MCFADDIN TRUST
VOLUME 284, PAGE 41, D.R.J.C.T.

This map illustrates a property survey in Jefferson County, Texas, with the following key features and labels:

- STATE HIGHWAY NO. 87 (PUBLIC R.O.W. VARIES)** is shown as a road with a right-of-way width of **R₂**.
- POB.** (Post Office Box) is marked near a cluster of buildings.
- P.A.R.** (Plat of All Rights) is indicated by a dashed line.
- 55°15'06" W - 691.4'** is the bearing and distance from a point to the road.
- FND. 5/8" I.R. "WORTECH"** is marked near the top center.
- FND. 5/8" I.R.** is marked on the road line.
- FND. 5/8" I.R.** is marked near the bottom center.
- 100' WIDE ELECTRICAL EASEMENT** is shown as a line extending from the bottom center.
- TEXAS PARKS AND WILDLIFE DEPARTMENT** is labeled on the right side.
- CALLED 1280 ACRE TRACT**
- CLERKS FILE 1898014380**
- O.P.R.J.C.T.**
- JEFFERSON COUNTY, TEXAS**
- DOCUMENT NO. 2004017256**
- O.P.R.J.C.T.**

JEFFERSON COUNTY, TEXAS
DOCUMENT NO. 2004017255
O.P.R.J.C.T.

JEFFERSON COUNTY, TEXAS
AREA OF PERMANENT EASEMENT: 0.10 ACRE
SHEET 1 OF 1

REV	DWN	CHKD	DATE	SCALE:	AS SHOWN	DATE
				DWN BY:	LG	10/31/19
				CHKD BY:	PH	10/30/19
				FINAL CK:	PRH	11/03/19
				ENGR.:	TS	11/03/19
				APPRV:	PH	10/30/19
				PLANT NAME		
				PALNGH & UTILITIES RELOCATION		
				PORT ARTHUR, TEXAS		
0	LG	PH	11/13/2019			
PREPARED BY: UNIVERSAL ENSCO, INC.				PROJECT NUMBER: 24150		



40' PERMANENT ACCESS ROAD EXHIBIT

JEFFERSON.COUNTY
24150-250-PPL-15800-001

UNIVERSAL ENSCO, INC. TEXAS ENGINEERING FIRM LIC #: F-1942

Commissioners' Court Order No. 09-U-19

Precinct No. 4

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

Date 11-19-2019

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: Route 1, Kilo 80, BC

1 pages of drawings attached

Construction will begin on or after 11-27, 2019.

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 2011, and all subsequent revisions thereof to date.

Company AT&T

By JERRY RICHARDSON

Title ENGINEER

Address 350 PINE ST SUITE 650

BEAUMONT TX. 77701

Telephone 409-291-9286

Fax No. _____

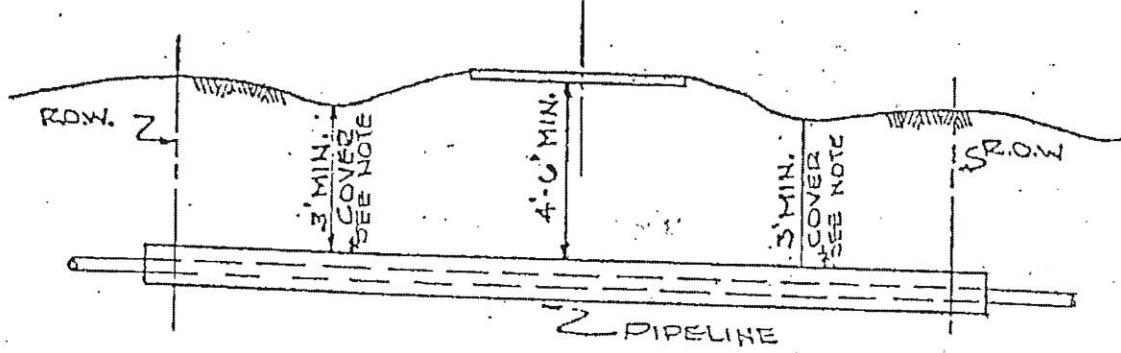
FOR COMMON CARRIER PIPELINE COMPANY ONLY

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>3/4</u>	miles parallel @ \$150.00/mile or fraction	\$ <u>N/A</u>
TOTAL		\$ <u>N/A</u>

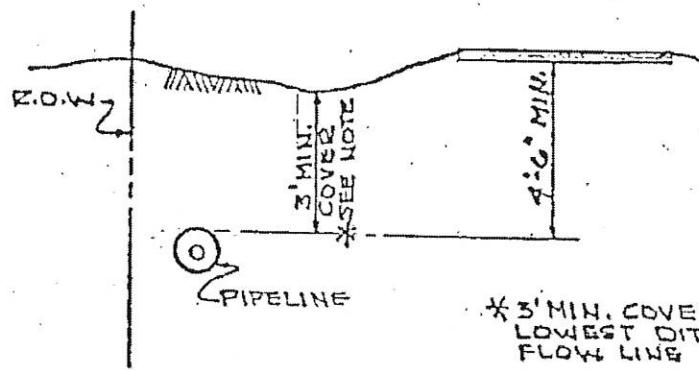
We understand that a Performance Bond will be required to protect against damage to Jefferson County's property. This will be \$5,000.00 per crossing and \$50,000.00 per mile or fraction thereof for parallel construction unless a special hazard to Jefferson County's property is judged to exist. No work 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
SIDE OF ROAD.

1. STANDARD PIPELINE CROSSING



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

2. STANDARD PARALLEL LINE

JEFFERSON COUNTY	
ENGINEERING DEPARTMENT	
PIPELINE DETAILS (STD.)	
12-7-79	NO SCALE

ENGINEERING ACTION FORM

The minimum standard bond required is \$ N/A

Steve Stafford
Director of Engineering

11/19/19
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

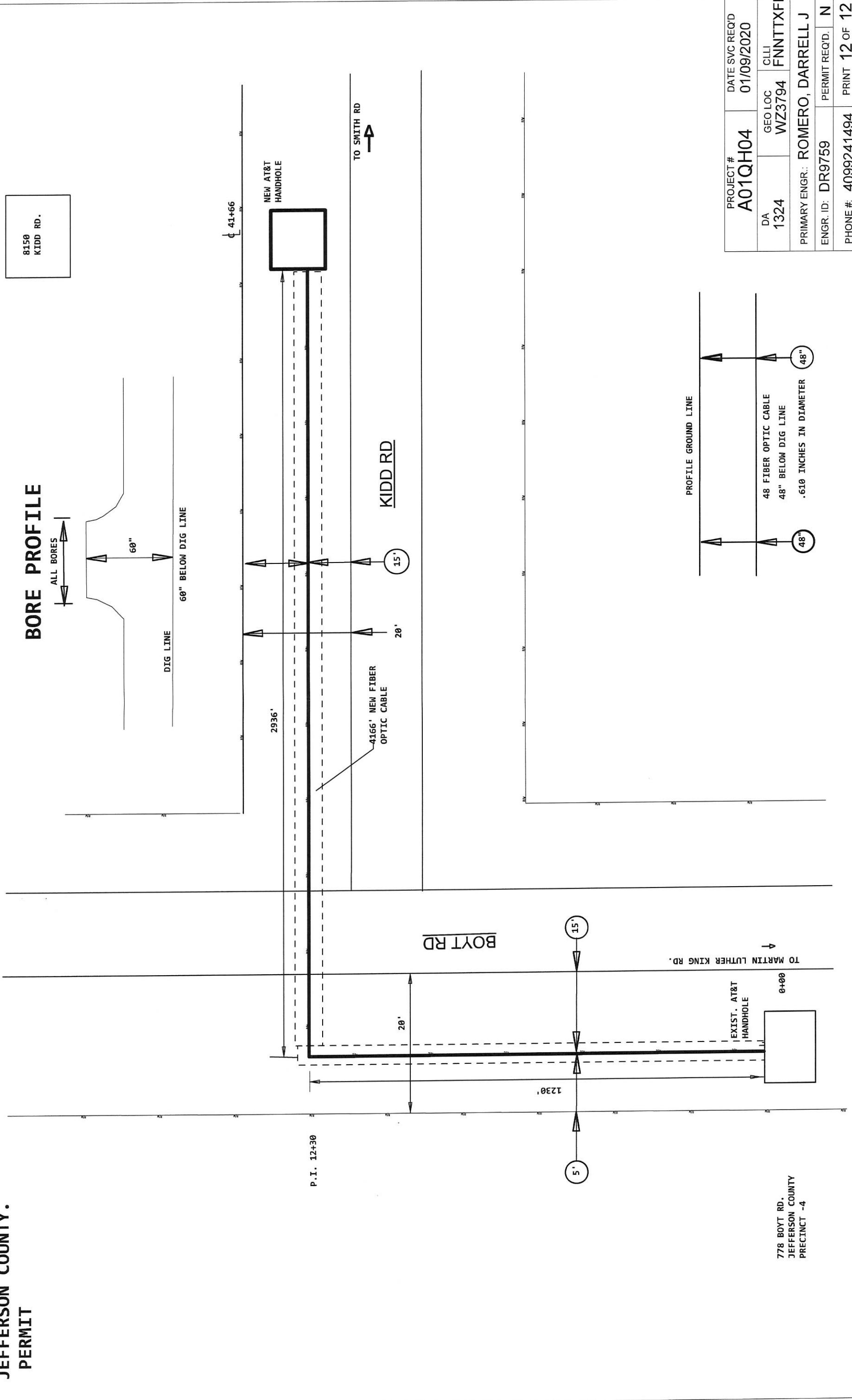
By _____


County Judge

**JEFFERSON COUNTY
PERMIT**

BORE PROFILE

8150
KIDD RD.



AT&T Proprietary (Internal Use Only.) Not for use or disclosure outside of AT&T companies except under written agreement.

NICO-Rate for Texas

National Liability & Fire Insurance Company

Account Summary For JEFFERSON COUNTY PUBLIC HEALTH
DEPARTMENT

Quote #: 10061897

Status: Quoted

Policy Type: AP

Originally Quoted: 1/01/1900 12:00 AM
 Quote Printed: 11/01/2019 4:59 PM EDT
 Proposed Effective: 10/24/2019 12:00 AM
 Proposed Expiration: 10/24/2020 12:00 AM

<u>Symbol</u>	<u>Coverage</u>	<u>Limit (\$)</u>	<u>Premium (\$)</u>
7	Liability	100,000 CSL	867
10	UM - BIPD	N/A	N/A
10	UIM - BIPD	N/A	N/A
7	Medical Payments	N/A	N/A
7	Physical Damage Total Ins Value	See Specific Unit 200,000	6,175
	Assessments		4.00
Total			\$7,046.00

Revision: 73TX2019R04

Vehicle Information

NICO-Rate Version: 8.6.0.248

<u>Unit</u>	<u>Liability</u>	<u>UM</u>	<u>UIM</u>	<u>Med Pay</u>	<u>Phys Dam</u>	<u>Cargo/ In-Tow</u>	<u>AI/Lessor</u>	<u>Unit Sub Total</u>
1 2019 FORETRAVEL LS40 Comp/Coll \$200,000 Radius: Over 500 Miles	867	N/A	N/A	N/A	6,175	N/A	N/A	7,042



Policy Fees, Taxes, and other Assessments	
Premium Sub-Total	7,042.00
Texas Anti-Theft	4.00
Total Premium and Assessment - Annual	<hr/> 7,046.00



Driver Information for JEFFERSON COUNTY PUBLIC HEALTH DEPARTMENT

NICO-Rate for Texas
National Liability & Fire Insurance Company

Quote #: 10061897

Revision: 73TX2019R04

<u>Driver</u>	<u>Date of Birth</u>	<u>License Class</u>	<u>Years Exp.</u>
1 Shameca Malbrough	12/29/1983		



Columbia Insurance Company

National Fire & Marine Insurance Company

National Liability & Fire Insurance Company

National Indemnity Company

National Indemnity Company of the South

National Indemnity Company of Mid-America

Public & Special Types Application

Review the application for accuracy. * denotes information that needs to be completed.

1. Policy Term 10/24/2019 - 10/24/2020
2. Named Insured JEFFERSON COUNTY PUBLIC HEALTH DEPARTMENT
- * 3. DBA _____
4. Entity Type Individual Partnership Corporation Other Other _____
- * 5. Business Phone Number 409.839.2387 Email Address kisaacs@co.jefferson.tx.us
- * 6. Mailing Address 215 Franklin, Suite 202 Website www.jefferson.tx.us
- * 7. City Beaumont State TX Zip 77701
- * 8. Premises Address 1295 Pearl Street
- * 9. City Beaumont State TX Zip 77701
- * 10. Yes No Have you ever had insurance with one of the companies listed above?

Coverages

Liability	\$100,000 Combined Single Limit
Uninsured Motorist	NOT Purchased
Personal Injury Protection	NOT Purchased
Medical Payments	NOT Purchased

Operations

- * 11. Business Description Jefferson County Public Health Department
- * 12. Vehicle Usage Providing Medical Services, Access & Treatment for Citizens of Jefferson County
- * 13. Yes No New Venture? Years experience _____
- * 14. Yes No Is this your primary business? If no, explain This is an extension of our primary business
15. Yes No Is your business for hire/for profit?
- * 16. Yes No Gross receipts last year _____ Estimate for coming year _____
17. Yes No Do you operate in more than one state? If yes, list states _____
- * 18. Yes No What is the largest city entered? _____
- * 19. Yes No Is the transportation of people your primary business?
- * 20. Yes No Are vehicles leased to drivers?
- * 21. Yes No Do you transport physically disabled individuals? If yes, what percentage of the time? _____
- * 22. Yes No Are vehicles equipped with a fare box or meter? If yes, which vehicles? _____
- * 23. Yes No Do you have a scheduled route?
- * 24. Yes No Do you ever transport unscheduled passengers?

Ambulance and Medical Transportation

N/A

25. Yes No Do autos without lights and sirens have lifts, ramps or wheelchair tie downs? If yes, which autos? _____
26. Yes No Are any autos operated 24 hours per day? If yes, which autos? _____
27. Yes No Are you the primary response unit for emergency (911) calls?
28. Yes No What percent of your ambulance dispatches are Emergency (Code 3 or 4)? _____
29. Yes No What percent of your ambulance dispatches are Non-Emergency (Code 1 or 2)? _____

Driver Training

N/A

30. Yes No Is operation part of a school curriculum?
31. Yes No Is class room instruction given?
32. Yes No Are autos equipped with dual controls? If no, which autos do not have dual controls? _____

Loss Experience

- * 33. Yes No Have you ever been declined, canceled or non-renewed for this kind of insurance?
If yes, explain _____
- * 34. Yes No Have you previously had commercial auto insurance?
If yes, name of prior insurance company _____
- * Number of accidents in the past 3 years _____
- * Include loss runs or provide details of losses _____

Drivers

		License			Experience	
Name		Date of Birth	State	Number	Type	Type of Unit # of Years
*	1 Shameca Malbrough	12/29/1983				
2						
3						
4						
5						

		Accidents and Minor Moving Traffic Violations in Past 3 Years				Major convictions (DWI/DUI, hit & run, reckless, driving while suspended/revoked)	
Name		# of Accidents	Date(s)	# of Violations	Date(s)	Describe conviction	Date(s)
*	1 Shameca Malbrough						
2							
3							
4							
5							

* 35. Yes No Are drivers covered by workers compensation?

Vehicles

Year, Make, Model VIN		Body Style (Taxi, Ambulance, Hearse, etc.)	Original Mfg Seating Capacity	Garaging Address	Radius	Annual Mileage	Length of Stretch (Limo)	Emergency Lights & Sirens (S), Wheelchair Equip. (W)
*	1 2019 OTHER - FORETRAVEL LS40 4UZACLF8KCLN4425	MotorCoach	2	Beaumont, TX	Unl.	18K	N/A	N/A
2								
3								
4								
5								
6								

Veh. #	Physical Damage				Loss Payee (L) or Additional Insured-Lessor (A)
	Stated Amount**	Comp (C) Spec (S)	C/S Ded.	Collision Ded.	
1	200,000	C	2,500	2,500	
2					
3					
4					
5					
6					

**Include the value of A/V equipment permanently installed in the vehicle

Filings (complete if filings are being requested) N/A

36. Yes No Is an FHWA filing required? If yes, MC number _____
What authority do you have? Broker Common Contract

37. If you hold a broker's license, identify name filed with FHWA, FHWA docket number, and receipts from brokerage operations _____

38. If you are an interstate regulated carrier, identify your registration or base state _____

39. Yes No Is an intrastate filing needed? If yes, show state and permit number _____

40. Yes No Is MCS 90 endorsement needed?

41. Yes No Is our policy to cover all vehicles owned, operated or under lease to applicant?
If no, explain _____

42. Yes No Do you enter Canada? If yes, where? _____

43. Yes No Do you enter Mexico? If yes, where? _____

44. Yes No Have you ever changed your operating name? If yes, explain _____

45. Yes No Do you operate under any other name? If yes, explain _____

46. Yes No Do you operate as a subsidiary of another company? If yes, explain _____

47. Yes No Do you own or manage any other transportation operations that are not covered?
If yes, explain _____

48. Yes No Do you lease your authority? If yes, explain _____

49. Yes No Do you appoint agents or hire independent contractors to operate on your behalf?
If yes, explain _____

50. Yes No Do you have agreements with other carriers for the interchange of vehicles or transportation of passengers?
If yes, attach a copy of the current agreement and complete the following:
With whom has such agreement(s) been made? _____

51. Yes No Do the parties named above carry automobile liability insurance?
If yes, name of insurance company and limits of liability _____
Under whose permit does each of the parties to the agreement(s) operate? _____

52. Yes No Is there a Hold Harmless in the agreement?

53. Yes No Do you barter, hire or lease any vehicles? If yes, explain _____

Additional Comments: _____

JEFFERSON COUNTY PUBLIC HEALTH DEPARTMENT

M-4458c (08/2009)

National Liability & Fire Insurance Company

Quote #: 10061897

**UNINSURED/UNDERINSURED MOTORISTS COVERAGE
SELECTION/REJECTION FORM
Texas**

In accordance with Texas Insurance Code § 1952.101, I have been given the opportunity to purchase Uninsured/Underinsured Motorists Coverage (UM/UIM Coverage) in amounts up to the automobile liability coverage limits on this policy or to select lower coverage limits, but not less than financial responsibility limits. I have also been given the right to reject Uninsured/Underinsured Motorists Coverage in its entirety, and the right to reject Property Damage Liability Coverage only. My choices are indicated below:

I hereby reject Uninsured/Underinsured Motorists Coverage in its entirety, or
 I hereby elect to purchase Uninsured/Underinsured Motorists Insurance at limits of liability indicated below:

UM/UIM Combined Single Limit (CSL) – Bodily Injury (BI) & Property Damage* (PD): _____ N/A

UM/UIM Split Limit –

BI per person: _____ N/A _____ , BI per accident: _____ N/A _____ , PD* per accident: _____ N/A _____

* Property Damage Uninsured Motorists Coverage is subject to a \$250 deductible.



Signature of Named Insured



11/04/2019

Date

UNTIL YOU ADVISE US OTHERWISE IN WRITING, YOUR CHOICES INDICATED ABOVE WILL CONTINUE REGARDLESS OF ANY ADDITION OR CHANGE IN AUTO COVERAGE ON YOUR CURRENT POLICY OR ADDITION OF ANY SCHEDULED AUTOS.

Quote #: 10061897

M-5415 (06/2010)
National Liability & Fire Insurance CompanyPERSONAL INJURY PROTECTION COVERAGE REJECTION FORM
TexasNamed Insured: JEFFERSON COUNTY PUBLIC HEALTH DEPARTMENT
Policy Number (if assigned): _____

In accordance with Texas Insurance Code § 1952.152, which permits the insured named in the policy to reject the Personal Injury Protection (PIP) Coverage, the undersigned rejects such coverage.



Signature of Named Insured11/04/2019
Date

UNTIL YOU ADVISE US OTHERWISE IN WRITING, YOUR CHOICES INDICATED ABOVE WILL CONTINUE REGARDLESS OF ANY ADDITION OR CHANGE IN AUTO COVERAGE ON YOUR CURRENT POLICY OR ADDITION OF ANY SCHEDULED AUTOS.

MUST BE SIGNED BY THE APPLICANT PERSONALLY

No coverage is bound until the Company advises the Applicant or its representative that a policy will be issued and then only as of the policy effective date and in accordance with all policy terms. The Applicant acknowledges that the **Applicant's Representative named below is acting as Applicant's agent and not on behalf of the Company. The Applicant's Representative has no authority to bind coverage, may not accept any funds for the Company, and may not modify or interpret the terms of the policy.**

The Applicant agrees that the foregoing statements and answers are true and correct. The Applicant requests the Company to rely on its statements and answers in issuing any policy or subsequent renewal. The Applicant agrees that if its statements and answers are materially false, the Company may rescind any policy or subsequent renewal it may issue.

If any jurisdiction in which the Applicant intends to operate or the Federal Highway Administration requires a special endorsement to be attached to the policy which increases the Company's liability, the Applicant agrees to reimburse the Company in accordance with the terms of that endorsement.

The Applicant agrees that any inspection of autos, vehicles, equipment, premises, operations, or inspection of any other matter relating to insurance that may be provided by the Company, is made for the use and benefit of the Company only, and is not to be relied upon by the Applicant or any other party in any respect.

The Applicant understands that an inquiry may be made into the character, finances, driving records, and other personal and business background information the Company deems necessary in determining whether to bind or maintain coverage. Upon written request, additional information will be provided to the Applicant regarding any investigation.

The Applicant represents that she/he has completed all relevant sections of this Application prior to execution and that the Applicant has personally signed below (or if Applicant is a Corporation, a corporate officer has signed below).

Yes No Will premium be financed? If yes, with whom _____

Witness

Applicant's Signature

11/04/2019

Date

Insured Contact Information

Name Kim Isaacs
 Phone Number 409.839.2387
 Email Address kisaacs@co.jefferson.tx.us
 Relationship Risk & Benefits Manager

Name Commissioner Alfred
 Phone Number 409-835-8443
 Email Address _____
 Relationship County Commissioner

TO BE COMPLETED BY APPLICANT'S REPRESENTATIVE

Yes No Is this direct business to your office? If not, explain _____
 Yes No Is this new business to your office? If not, how long have you had the account? 10+ Years
 How long have you known applicant? 10+ Years

REQUEST TO COMPANY GENERAL AGENT:

Please quote Please bind at earliest possible date and issue policy
 Please issue policy effective _____ Coverage was bound by Susan Golla for Johnny Fontenot
(Time and Date Bound by General Agent) (Name of Person in Company General Agency's Office Binding Coverage)

McGriff, Seibels & Williams, Inc. / Addison, TX

210.247.4290 or 210.602.4840

Applicant's Representative's Name and Address

Phone No.



Breckenridge IS
222 Las Colinas Blvd. W. Suite 1300
Irving, TX 75039

QUOTATION CONFIRMATION

DATE: 10/30/2019

ATTENTION: Susan Golla
McGriff, Seibels & Williams, Inc.

RE: Jefferson County, Texas
POLICY TYPE: Professional Liability-

CARRIER Landmark American Insurance Company

We are pleased to provide the attached QUOTATION for the above insured. Please review this quotation carefully as the terms and conditions may be different than those requested. A specimen copy of the policy is available upon request. You must contact us in writing prior to the quote expiration date to bind coverage. If we have not received a written request to bind coverage by the quote expiration date, our file will be closed and there will be no coverage bound.

Premium:	\$4,582.00
Policy Fee:	\$250.00
Texas SL Tax:	\$234.35
Texas Stamping Fee:	\$7.25
Total:	\$5,073.60

CONDITIONS:

- Terms, conditions & exclusions are included but not limited to those set forth in the attached carrier quote.
- Certificates of Insurance: It is the agent's responsibility to issue certificates of insurance according to the terms of the binder/policy. Any requests to modify the terms of the binder/policy via a certificate of insurance must be submitted to the insurance company for advance approval. Specific company permission and/or authority to issue certificates are subject to carrier discretion. Breckenridge Insurance Services takes no responsibility for incorrectly issued certificates.

Prior to Binding

- The application must be signed & dated by the applicant.



RSUI Group, Inc.
945 East Paces Ferry Road
Suite 1800
Atlanta, GA 30326-1160

October 30, 2019

Breckenridge Insurance Services, LLC
222 Las Colinas Blvd. West
Suite 1300
Irving, TX 75039

ATTENTION: VICKY DEARING

RE: Professional Liability Quote (Combo - Medical Professional)

Submission Number:	461330
Company:	Landmark American Insurance Company (A.M. Best rating: A+ XIV and S&P rating: A+)
Insured:	JEFFERSON COUNTY PUBLIC HEALTH BEAUMONT, TX
Professional Services:	Public Health Clinic (including Mobile Unit)
Policy Dates:	October 17, 2019 - October 17, 2020
Form:	RSG 51044 0217 Medical Professional Liability Coverage Part Claims Made and Reported Basis - Broad RSG 51039 1017 Commercial General Liability Coverage Form - Occurrence
Retroactive Date (PL):	Policy Inception
Each Claim Limit (PL):	\$1,000,000
Aggregate Limit (PL):	\$3,000,000
Occurrence Limit (GL):	\$1,000,000
EBL Limit (GL):	Excluded
Products / Comp Operation Aggregate:	\$1,000,000
Personal Injury and Advertising Limit:	\$1,000,000
Medical Payments (Any one Person):	\$5,000
Damage to Premises Rented to You:	\$100,000

Deductible

Per Claim: \$2,500 Applies to Indemnity and Expense

Policy Attachments

- RSG 51031 0705 Common Policy Conditions
- RSG 56136 0319 Cross Coverage Exclusion - Medical - Broad
- RSG 94016 0916 Deductible Liability Insurance - Comb. Policy - Multiple Ded
- RSG 56114 0609 Exclusion - Designated Professional Services
- RSG 54025 0405 Minimum Retained Premium
- RSG 56058 0903 Nuclear Energy Liability Exclusion
- RSG 56191 0719 Opioid and Controlled Substance Exclusion
- RSG 99022 0415 State Fraud Statement
- RSG 54207 0719 Supplementary Coverages Endorsement (Broad)
- RSG 92008 0604 Texas - Service Of Suit (Landmark)
- RSG 99014 0816 Texas Important Notice
- RSG 99031 0409 Texas Surplus Lines Disclosure Notice
- RSG 56121 0319 Violation of Consumer Protection Laws Exclusion

Terms and Conditions

Claim Expenses In Addition to Limits of Liability - subject to \$1,000,000 limit

Extended Reporting Period Options: 12, 24, or 36 months for an additional premium not to exceed 100%, 150%, or 175% of the annual / policy premium

Consent to Settle with no hammer clause

Punitive Damages included

Defendants Reimbursement Coverage (\$500 per day / \$5,000 agg)

Defense of disciplinary proceedings: \$25,000 sublimit

HIPAA coverage: \$100,000 sublimit

Sexual abuse and molestation coverage: \$250,000/\$500,000 sublimit

Good Samaritan coverage: \$25,000 sublimit

Damage or Loss to Patients Property: \$500 per loss/\$5,000 aggregate

Evacuation Expense Coverage: \$25,000 sublimit

Legal/Media Expense Reimbursement: \$25,000 sublimit

Additional Information Required

The application must be signed & dated by the applicant.

Premium Amount

Gross Premium:	\$7,082.00
Minimum Earned Premium:	\$1,770.50
Policy Fee	\$ 250.00
Surplus Lines Tax & Fee	<u>\$ 366.60</u>
Total Annual Premium:	\$7,698.60

Optional Quote

A stand alone PL will cost \$4,582

Comments:

25% MINIMUM EARNED PREMIUM UPON BINDING.

THE PREMIUM AMOUNT DOES NOT INCLUDE SURPLUS LINES TAX.
YOUR OFFICE IS RESPONSIBLE FOR THE COLLECTION AND FILINGS.

Based on the insured mailing address we have tentatively identified the Home State as TX. If there are no exposures in TX we will identify the state with the largest exposure as the Home State.

Please read all terms and conditions shown above carefully as they may not conform to specifications shown on your submission.

This Quote is valid for 30 days or current policy expiration date.

We greatly appreciate your business.



MEDICAL PROFESSIONAL LIABILITY

- RSUI is a **dedicated wholesale market** by choice. Our wholesale only approach preserves the compelling reason for the wholesaler to exist.
- RSUI is staffed with experienced underwriters who **understand the urgency** with which your quotes are needed and have authority to make decisions.
- RSUI is owned by Alleghany Corp, a publicly traded and financially sound corporation.

Enhanced Features of our Medical Professional Liability Broad Policy form

- Coverage included for Medical Directors
- Incident Sensitive Form
- Broad wording for Covered Persons and Entities including volunteers, educators and students.
- 3 year Bi-Lateral Extended Reporting Period options
- 60 day basic reporting period in the Insuring Agreement
- Consent to Settle with No Hammer Clause
- Claims Expenses are in addition to the limits of liability maxed out with the same amount of the per claim limit.
- Worldwide Suits Territory is included
- Punitive Damages coverage is now included.
- Supplementary Coverage section included for:
 - Defendants Reimbursement Coverage (\$500 per day / \$5,000 policy aggregate)
 - \$25,000 Sub Limit for Defense of Disciplinary Proceedings
 - \$100,000 sub limit for HIPAA coverage
 - \$250,000/\$500,000 sub limit for sexual abuse coverage

Optional Coverages

- Network Security and Privacy Coverage Endorsement
- Combination policy including CGL/Products Liability with ability to provide separate or combined limits
- Ability to add coverage for employed or contracted physicians, surgeons and dentists
- Aggregate Deductibles
- Additional Sublimit amounts for Sexual Abuse Coverage if needed
- Coverage for Independent Contractors is available

Additional Advantages

Landmark American Insurance Company, rated "A+ XIII" (Superior) by A.M. Best
 Limits Capacity of \$10,000,000
 Primary or Excess Capability
 Competitive Minimum Premiums
 Highest Service Standards in the Industry
 Dedicated In-house claims professionals



RSUI Group, Inc.
945 East Paces Ferry Road
Suite 1800
Atlanta, GA 30326-1160

OFFER OF TERRORISM COVERAGE

In accordance with the Terrorism Risk Insurance Act, we are required to offer the insured coverage for losses resulting from an act of terrorism, not otherwise excluded by this policy and as covered by the Terrorism Risk Insurance Act. All other policy provisions will apply to coverage for such act of terrorism. The insured must choose whether or not to pay the premium described below under **DISCLOSURE OF PREMIUM** for coverage for acts of terrorism that are *certified by the Secretary of the Treasury* as covered acts under the Terrorism Risk Insurance Act, or not to pay the premium, and reject this offer of coverage at the time of binding.

In any case, if the insured rejects terrorism coverage in any scheduled underlying policy, this policy is written to exclude terrorism.

If the premium shown in the **DISCLOSURE OF PREMIUM** is not collected and the insured does not reject coverage for terrorism this policy will be issued excluding acts of terrorism.

DISCLOSURE OF PREMIUM

If you accept this offer, the portion of your premium for the policy term attributable to coverage for all acts of terrorism covered under this policy including terrorist acts certified under the Act is

\$ 0.00

DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020, of covered terrorism losses that exceed the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

CAP INSURER PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and the Insurer has met our Insurer deductible under the Terrorism Risk Insurance Act, the Insurer will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of Treasury.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is an Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle or defend any "claim" or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or "claim", knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or "claim", includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or "claim":

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

- (2) Receives a written or verbal demand or "claim" for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

- (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) "Claim" or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such "claim" or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Asbestos

"Bodily injury" or "property damage" for past, present or future claims arising in whole or in part either directly or indirectly, out of the manufacture, distribution, sale, re-sale, re-branding, installation, repair, removal, encapsulation, abatement, disposal of, replacement or handling of, exposure to, testing for or failure to disclose the presence of, asbestos or products containing asbestos whether or not the asbestos is or was at any time airborne as a fiber or particle, contained in a product, carried on clothing, inhaled, transmitted in any fashion or found in any form whatsoever.

It is further agreed that this insurance does not apply to "bodily injury" or "property damage" including expenses for;

- (1) The costs of clean up or removal of asbestos or products and materials containing asbestos;
- (2) The cost of such actions as may be necessary to monitor, assess and evaluate the release or threat of asbestos or products and material containing asbestos;
- (3) The cost of disposal of asbestos substances or the taking of such other action as may be necessary to temporarily or permanently prevent, minimize or mitigate damage to the public health or welfare or to the environment, which may otherwise result; or
- (4) The cost of compliance with any law or regulation regarding asbestos.

r. Biological Contaminants

Any "claim" arising out of a "biological contaminant".

"Biological contaminant" means any biological irritant or contaminant including but not limited to any form of mold, mildew, mushroom, yeast, fungus, bacteria, virus, insect, allergen and any other type of biological agent, including any substance produced by, emanating from, or arising out of such "biological contaminant".

s. Employment Practices

Any "claim" arising out of or in any way related to:

- (1) Refusal to employ;
- (2) Termination of employment;
- (3) Coercion, demotion, performance evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment related practices, procedures, policies, acts or omissions; or
- (4) Consequential "bodily injury" or "personal and advertising injury" as a result of (1) through (3) above.

This exclusion applies whether the Insured may be held liable as an employer or in any other capacity and to any obligation to share "damages" with or to repay someone else who must pay "damages" because of the injury.

It is further agreed that no coverage shall apply under this policy to any "claim" brought by or against any spouse, child, parent, brother or sister of the Insured or any other person.

The Company shall not have a duty to defend any "claim", "suit", arbitration or any other form of a trial court proceeding.

t. Lead

"Bodily injury" or "property damage" for past, present or future claims arising in whole or in part, either directly or indirectly, out of the manufacture, distribution, sale, resale, re-branding, installation, repair, removal, encapsulation, abatement, disposal of, replacement or handling of, exposure to, ingestion of or testing for, lead or products containing lead whether or not the lead is or was at any time airborne as a particle, contained in a product, carried on clothing, inhaled, transmitted in any fashion or found in any form whatsoever.

It is further agreed that this insurance does not apply to "bodily injury" or "property damage" including expenses for:

- (1) The costs of clean up or removal of lead or products and materials containing lead;
- (2) The cost of such actions as may be necessary to monitor, assess and evaluate the release or threat of same, of lead or products and material containing lead;
- (3) The cost of disposal of lead substances or the taking of such other action as may be necessary to temporarily or permanently prevent, minimize or mitigate damage to the public health or welfare or to the environment, which may otherwise result; or
- (4) The cost of compliance with any law or regulation regarding lead.

u. Sexual Abuse

Any "claims" involving the use of excessive influence or power on any individual, or the actual or alleged inappropriate physical contact or contact that is deemed by or alleged by the individual to be sexual or in any way unwelcome.

v. Prior Knowledge

Any alleged act, error, omission, or circumstance likely to give rise to a "claim" that an Insured had knowledge of prior to the effective date of this policy. This exclusion includes, but is not limited to any prior "claim" or possible "claim" referenced in the Insured's application.

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III – Limits Of Insurance.**

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle or defend any "claim" or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section **III – Limits Of Insurance;** and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B.**

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 15.a., b. and c. of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) "Claim" or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. Asbestos

"Personal and advertising injury" for past, present or future claims arising in whole or in part either directly or indirectly, out of the manufacture, distribution, sale, resale, re-branding, installation, repair, removal, encapsulation, abatement, disposal of, replacement or handling of, exposure to, testing for or failure to disclose the presence of, asbestos or products containing asbestos whether or not the asbestos is or was at any time airborne as a fiber or particle, contained in a product, carried on clothing, inhaled, transmitted in any fashion or found in any form whatsoever.

It is further agreed that this insurance does not apply to "personal and advertising injury" including expenses for:

- (1) The costs of clean up or removal of asbestos or products and materials containing asbestos;
- (2) The cost of such actions as may be necessary to monitor, assess and evaluate the release or threat of asbestos or products and material containing asbestos;
- (3) The cost of disposal of asbestos substances or the taking of such other action as may be necessary to temporarily or permanently prevent, minimize or mitigate damage to the public health or welfare or to the environment, which may otherwise result; or
- (4) The cost of compliance with any law or regulation regarding asbestos.

p. Biological Contaminants

Any "claim" arising out of a "biological contaminant".

"Biological contaminant" means any biological irritant or contaminant including but not limited to any form of mold, mildew, mushroom, yeast, fungus, bacteria, virus, insect, allergen and any other type of biological agent, including any substance produced by, emanating from, or arising out of such "biological contaminant".

q. Employment Practices

Any "claim" arising out of or in any way related to:

- (1) Refusal to employ;
- (2) Termination of employment;
- (3) Coercion, demotion, performance evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment related practices, procedures, policies, acts or omissions; or
- (4) Consequential "bodily injury" or "personal and advertising injury" as a result of (1) through (3) above.

This exclusion applies whether the Insured may be held liable as an employer or in any other capacity and to any obligation to share "damages" with or to repay someone else who must pay "damages" because of the injury.

It is further agreed that no coverage shall apply under this policy to any "claim" brought by or against any spouse, child, parent, brother or sister of the Insured or any other person.

The Company shall not have a duty to defend any "claim", "suit", arbitration or any other form of a trial court proceeding.

r. Lead

"Personal and advertising injury" for past, present or future claims arising in whole or in part, either directly or indirectly, out of the manufacture, distribution, sale, resale, re-branding, installation, repair, removal, encapsulation, abatement, disposal of, replacement or handling of, exposure to, ingestion of or testing for, lead or products containing lead whether or not the lead is or was at any time airborne as a particle, contained in a product, carried on clothing, inhaled, transmitted in any fashion or found in any form whatsoever.

It is further agreed that this insurance does not apply to "personal and advertising injury" including expenses for:

- (1) The costs of clean up or removal of lead or products and materials containing lead;
- (2) The cost of such actions as may be necessary to monitor, assess and evaluate the release or threat of same, of lead or products and material containing lead;
- (3) The cost of disposal of lead substances or the taking of such other action as may be necessary to temporarily or permanently prevent, minimize or mitigate damage to the public health or welfare or to the environment, which may otherwise result; or
- (4) The cost of compliance with any law or regulation regarding lead.

s. Sexual Abuse

Any "claims" involving the use of excessive influence or power on any individual, or the actual or alleged inappropriate physical contact or contact that is deemed by or alleged by the individual to be sexual or in any way unwelcome.

t. Prior Knowledge

Any alleged act, error, omission, or circumstance likely to give rise to a "claim" that an Insured had knowledge of prior to the effective date of this policy. This exclusion includes, but is not limited to any prior "claim" or possible "claim" referenced in the Insured's application.

u. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

v. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;provided that:
 - (a) The accident takes place in the "coverage territory" and during the policy period;
 - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
 - (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletics contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any occurrence we investigate or any "claim" or "suit" against an insured that we settle or defend:
 - a. All expenses we incur.

- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "claim" or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will reduce the limits of insurance.

- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" but will reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by;
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker") or any organization while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.
- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- 3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

- 1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. "Claims" made or "suits" brought; or
 - c. Persons or organizations making "claims" or bringing "suits".
- 2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - b. Damages under Coverage **B**.
- 3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
- 4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
- 5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for Damages under Coverage **A** because of all "bodily injury" and "property damage" arising out of any one "occurrence".
- 6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or offense which may result in a "claim". To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a "claim" is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the "claim" or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or a "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builders' Risk, Installation Risk or similar coverage for "your work";
 - (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

- (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
- (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

Premium for this coverage is computed in accordance with the Company's rules and rates. Any premium shown as advance premium may be a deposit premium only. If the premium is a deposit premium, at the close of each audit period, the Company will compute the earned premium for that period. Audit premiums are due and payable upon notice.

The Company may examine and audit the Insured's books and records at any time during the policy period and within three years after the final termination of this policy, as far as they relate to the subject matter of this policy.

The first Named Insured as shown in the Declarations must keep records of information the Company will need for premium computation and upon request must send the Company copies of the information.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and

- b. Separately to each insured against whom "claim" is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Claim" is a written demand for damages because of actual or alleged "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. "Claim" includes any "suit" as defined in this Policy.

5. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined only by actual law suits filed and maintained within the territory described in Paragraph a. above. This policy does not apply to "claims" pursued elsewhere.

6. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

7. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

8. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

9. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

10. "Insured contract" means:

- A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- A sidetrack agreement;
- Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- An elevator maintenance agreement;
- That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

11. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

12. "Loading or unloading" means the handling of property:

- After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- While it is in or on an aircraft, watercraft or "auto"; or
- While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

13. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

14. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

15. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. The use of another's advertising idea in your "advertisement".

16. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

17. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

18. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from, computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

19. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

20. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

21. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

22. "Your product":

- a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

- (a) You;
- (b) Others trading under your name; or
- (c) A person or organization whose business or assets you have acquired; and

- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

- b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

23. "Your work":

- a. Means:
 - (1) Work or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.
- b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2) The providing of or failure to provide warnings or instructions.

*This Form Provides Claims-Made Coverage.
Please Read The Entire Form Completely.*

MEDICAL PROFESSIONAL LIABILITY COVERAGE PART – CLAIMS MADE AND REPORTED BASIS – BROAD FORM

Throughout this document, the word "Insured" means any person or entity qualified as such under **Part I. E. Covered Persons and Entities**. The word "Company" refers to the Company providing the insurance shown on the Declarations.

Other words and phrases that appear in **bold** have special meaning. Refer to **Part III. Definitions**.

Part I. Insuring Agreement

A. Covered Services

The Company will pay on behalf of the Insured, as shown in the Declarations, all sums that the Insured becomes legally obligated to pay as **Damages** and associated **Claim Expenses** arising out of a negligent act, error or omission, even if the **Claim** asserted is groundless, false or fraudulent, in the rendering of or failure to render professional services as described in the Business Description on the Declarations, provided that the:

1. **Claim** is first made against the Insured during the **Policy Period**, and reported to the Company no later than sixty (60) days after the end of the **Policy Period**;
2. Negligent act, error or omission took place in a covered territory;
3. Negligent act, error or omission took place after the **Retroactive Date** as shown in the Declarations.

B. Defense and Settlement

The Company will have the right and duty to defend any **Claim** against an Insured seeking **Damages** to which this policy applies, even if any of the allegations of the **Claim** are groundless, false or fraudulent. The Company's right and duty to defend any **Claim** shall end when the Company's Limit of Liability has been exhausted by payment of **Damages** and/or **Claim Expenses**, or has been tendered to the Insured or to a court of competent jurisdiction.

The Company shall not settle any **Claim** without the Insured's written consent. The Insured shall not admit any liability for or settle any **Claim** or incur any costs, charges or expenses without the written consent of the Company.

C. Policy Limits

Regardless of the number of persons or entities insured or included in **Part I. E. Covered Persons and Entities**, or the number of claimants or **Claims** made against the Insured:

1. The maximum liability of the Company for **Damages** resulting from each **Claim** first made against the Insured during the **Policy Period** and the Extended Reporting Period, if purchased, shall not exceed the amount shown in the Declarations as each **Claim**;
2. The maximum liability of the Company for all **Damages** as a result of all **Claims** first made against the Insured during the **Policy Period** and the Extended Reporting Period, if purchased, shall not exceed the amount shown in the Declarations as Aggregate.

The inclusion of more than one Insured, or the making of **Claims** by more than one person or organization, does not increase the Company's Limit of Liability. All **Claims** arising out of a single negligent act, error or omission, or a series of related negligent acts, errors or omissions by one or more Insureds shall be treated as a single **Claim** for all purposes of this policy. All **Claims** shall be deemed first made when the earliest of such **Claims** is first made, regardless of whether such date is before or during the **Policy Period** and all such **Claims** shall be subject to the same Each Claim Limit of Liability during that **Policy Period**.

Claim Expenses shall be paid by the Company in addition to the applicable Limits of Liability stated in the Declarations. The Company's obligation to pay **Claim Expenses** in addition to the applicable Limits of Liability as shown in the Declarations shall be limited to an additional **Claims Expense** Limits of Liability equal to the amount as shown in the Declarations as the Each Claim Limit of Liability.

The Company shall not be obligated to pay any **Claim for Damages** or defend any **Claim** after the Limit of Liability has been exhausted by payment of judgments, settlements, **Claim Expenses** or any combination thereof.

D. Deductible Provisions

The deductible amount as shown in the Declarations shall be paid by the Insured and applies to each **Claim** and includes **Damages** or **Claim Expenses**, whether or not a loss payment is made. If the deductible amount is initially paid by the Company, the Named Insured shall reimburse the amount paid within thirty (30) days, upon written request of the Company.

E. Covered Persons and Entities

1. Named Insured as shown in the Declarations, and if the Named Insured is an individual, his or her spouse, or domestic partner, but only with respect to the professional services rendered by or on behalf of the Named Insured;
2. Any present or former principal, partner, officer, director, member, employee or volunteer worker of the Named Insured, but only as respects professional services rendered on behalf of the Named Insured;
3. Heirs, Executors, Administrators, and in the event of an Insured's death, incapacity or bankruptcy, legal representatives of any Insured, but only with respect to professional services rendered prior to such Insured's death, incapacity or bankruptcy;
4. Any Medical Director while acting within the scope of his/her administrative and supervisory duties for the Named Insured. It is further agreed that coverage does not apply to the Medical Director while acting within his/her capacity as a Physician, Surgeon or Dentist in the treatment, or direction of the treatment, of any patient;
5. Any student enrolled in a training program, but only while acting within the scope of their duties as such and under the direct supervision of faculty members or educators of such training program;
6. Any faculty member or educator of a training program, but only while acting within the scope of their duties as such.

F. Covered Territory

This policy applies to covered **Claims** arising out of negligent acts, errors or omissions committed anywhere in the world. However, the policy does not provide coverage for **Claims** made against the Insured in countries where the United States of America has declared or imposed a trade embargo or sanctions, or in countries where the United States of America does not maintain diplomatic relations.

G. Extended Reporting Period

If the policy is not renewed for any reason, or is cancelled for any reason other than for nonpayment of premium or deductible (whether cancelled by the Company or by the Named Insured), the Named Insured as shown on the Declarations, has the right to purchase, within sixty (60) days of policy termination, an extension of the coverage granted by this policy. This reporting period extension shall remain in force for a period of either twelve (12), twenty-four (24), or thirty-six (36) months after the policy terminates, but only for **Claims** resulting from negligent acts, errors or omissions committed before the effective date of the cancellation or nonrenewal, and otherwise covered by this policy. Increased premiums or deductibles or modifications of coverage terms or conditions upon renewal do not constitute cancellation or nonrenewal.

The premium for this Extended Reporting Period will not exceed one hundred percent (100%) for twelve months, one hundred fifty percent (150%) for twenty-four months or one hundred seventy-five percent (175%) for thirty-six months of the full annual premium set forth in the Declarations and any attached endorsements, and must be elected and paid within sixty (60) days after the effective date of the policy's

termination. Such additional premium is deemed fully earned immediately upon the inception of the Extended Reporting Period.

The Extended Reporting Period is added by endorsement and, once endorsed, cannot be cancelled. The Extended Reporting Period does not reinstate or increase the Limits of Liability. The Company's Limits of Liability during the Extended Reporting Period are part of, and not in addition to, the Company's Limits of Liability stated in the Declarations.

H. Supplementary Coverages

It is agreed that any and all payments made for the following is included within, and shall not be in addition to, the Policy Limits as described in this Policy.

1. The Company will provide for the defense of any complaint, investigation or other action (**Claim Expenses** only) first brought against an Insured during the **Policy Period** by any licensing board, disciplinary board, peer review committee, or similar entity alleging professional misconduct or violation of the rules of professional conduct that occurred after the Policy's **Retroactive Date** and that arises out of the Insured's performance of professional services as described in the Declarations. The Company's obligation to pay **Claim Expenses** to defend an Insured under this supplementary coverage is subject to a sub-Limit of Liability in an aggregate amount of \$25,000. **Damages** are not covered by this supplementary coverage.

This sub-Limit of Liability is the maximum amount payable under this provision for the **Policy Period**, regardless of the number of disciplinary proceedings first commenced during the **Policy Period** or the number of Insureds subject to disciplinary proceedings. There will be no deductible for payments made under this provision, and any such payments are a part of, and not in addition to, the Company's Limits of Liability as described in the Declarations.

2. The Company will pay reasonable expenses incurred by the Insured at the Company's request to assist in the investigation of the **Claim** or defense of the suit, including actual loss of earnings up to \$500 a day for each Insured because of time off from work, subject to an aggregate amount of \$5,000 for each individual Insured for each **Claim**, not to exceed an aggregate amount of \$10,000 per **Policy Period**. There will be no deductible for payments made under this provision, and any such payments are a part of, and not in addition to, the Company's Limits of Liability as described in the Declarations.
3. The Company will pay fines and penalties specified in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Health Information Technology for Economic and Clinical Health Act (HITECH) as assessed against the Insured, or assessed against third parties who make a claim on the Insured for indemnification or contribution for such fines and penalties based on violations and breaches of the privacy and security provisions of HIPAA, and HITECH, and/or regulations promulgated under said statutes relating to Protected Health Information (PHI) and electronic Protected Health Information (ePHI), but only if such violations or breaches arise out of professional services as described in the Declarations or from the handling of PHI or ePHI of the Insured's own personnel.

For the purposes of this coverage, **Claim** shall also include the notice of investigation, audit, and/or assessment of fines or penalties by the U.S. Department of Health and Human Services or the Office of Civil Rights in connection with violations or breaches under HIPAA and/or HITECH.

For the purposes of this coverage, **Damages** shall also include HIPAA and/or HITECH fines and penalties.

The coverage described above is subject to a sub-Limit of Liability in an aggregate amount of \$100,000. This sub-Limit of Liability is the maximum amount payable under this provision for the **Policy Period**, regardless of the number of violations and/or breaches by the Insured of the privacy and security provisions of HIPAA and HITECH and the regulations established thereunder arising from the performance of or failure to perform professional services as described in the Declarations. Any payments made under this provision are a part of, and not in addition to, the Company's Limits of Liability as described in the Declarations.

4. The Company will pay **Damages** or **Claims Expenses** as a result of **Claims** arising out of circumstances involving the use of excessive influence of power on any patient, or the actual

or alleged inappropriate physical contact or contact that is deemed by or alleged by the plaintiff to be sexual or in any way unwelcomed, is limited to a sub-Limit of Liability of \$250,000 each claim and \$500,000 in the aggregate. This sub-limit of liability is part of and not in addition to the applicable Limits of Liability as shown in the Declarations. Payment of **Damages** or **Claim Expenses** by the Company reduces the applicable Limits of Liability as shown in the Declarations.

Once the sub-Limit of Liability is exhausted, no additional coverage shall be afforded by this coverage provision and the following Exclusion will be added to the policy:

It is agreed that no coverage shall apply under this policy to any **Claim** or **Claim Expenses** arising out of or involving the use of excessive influence or power on any patient, or the actual or alleged inappropriate physical contact or contact that is deemed by or alleged by the plaintiff to be sexual or in any way unwelcomed.

Part II. Exclusions

This policy does not apply to any **Claim** or **Claim Expenses** based upon or arising out of:

- A. Personal and Advertising Liability.**
- B. Obligations of any Insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.**
- C. Bodily Injury** to any of the following:
 - 1. Officers, directors, partners, employees or volunteer workers of the Insured arising out of and in the course of employment by the insured;
 - 2. The spouse, child, parent, or sibling of **C. (1.)** above.
- D. The insolvency or bankruptcy of an Insured or of any other person, firm or organization.**
- E. Dishonest, fraudulent, criminal, malicious, or intentional acts, errors or omissions committed by or at the direction of any Insured.**
- F. Any business enterprise not named in the Declarations which is owned, controlled, operated or managed by any Insured.**
- G. A Claim by one Insured under this policy against another Insured under this policy, unless such **Claim** arises solely out of professional services performed for that party.**
- H. Any obligation or liability assumed by the Insured under any contract or any oral or written agreement, unless liability would have attached in the absence of such a contract or agreement.**
- I. The ownership, rental, leasing, maintenance, use (including operation, loading and unloading), or repair of any real or personal property, including **Damage** to property owned, occupied or used by, rented to or leased to an Insured.**
- J. The rendering or failure to render professional services by the Insured as a physician, surgeon or dentist.**
- K. The performance of any service by any Insured while under the influence of intoxicants or illegal drugs.**
- L. The ownership, maintenance, use (including operation, loading and unloading), or entrustment to others of any aircraft, automobile, motor vehicle, mobile vehicles or watercraft owned or operated by or rented or loaned to any insured. This exclusion includes the movement of patients in and out of any motor vehicle, aircraft, automobile or watercraft.**
- M.**
 1. The actual, alleged or threatened presence, discharge, dispersal, seepage, migration, release or escape of **Pollutants** or asbestos;
 2. The failure to discover or disclose the existence or amount of **Pollutants** or asbestos;
 3. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with **M. (1.) or (2.)** above;
 4. Any request, demand or order that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or, in any way respond to or assess the effects of **Pollutants** or asbestos;

5. Any **Claim** or suit by or on behalf of a governmental authority for **Damages** because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or, in any way, responding to, or assessing the effect of **Pollutants** or asbestos.

N. 1. Refusal to employ;

2. Termination of employment;

3. Coercion, demotion, performance evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, retaliation or other employment related practices, procedures, policies, acts or omissions;

4. Consequential **Bodily Injury** or **Personal Injury** as a result of N. (1.) through (3.) above.

This exclusion applies whether the Insured may be held liable as an employer or in any other capacity and to any obligation to share **Damages** with or to repay someone else who must pay **Damages** because of the injury.

It is further agreed that no coverage shall apply under this policy to any **Claim** brought by or against any spouse, child, parent, brother or sister of the Insured or any other person. The Company shall not have a duty to defend any **Claim**, suit, arbitration or any other form of trial court proceeding.

O. Any alleged act, error, omission, or circumstance likely to give rise to a **Claim** that an Insured had knowledge of prior to the effective date of this policy. This exclusion includes, but is not limited to, any prior **Claim** or possible **Claim** referenced in the Insured's application.

P. Infringement of copyright, patent, trademark, trade name, trade dress, service mark, title or slogan.

Q. Experimental procedures and experimental products, including procedures using experimental products. Experimental procedures and products are those not approved by the United States Food and Drug Administration (FDA).

R. Obstetrical procedures, including but not limited to any emergency obstetrical procedures.

Part III. Definitions

A. **Advertisement** means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

1. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
2. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

B. **Bodily Injury** means physical or mental harm, sickness or disease sustained by a person including death resulting from any of these at any time.

C. **Claim** means a written demand for monetary or non-monetary relief received by the Insured during the **Policy Period**, including the service of suit, or the institution of an arbitration proceeding. Additionally, Claims that arise from an incident, occurrence or offense first reported by the Insured during the **Policy Period** and accepted by the Company in accordance with **Part IV. A. Notice of Claim** will be considered a **Claim** first made during the **Policy Period**.

D. **Claim Expense** means expenses incurred by the Company or the Insured with the Company's consent in the investigation, adjustment, negotiation, arbitration, mediation and defense of covered **Claims**, whether paid by the Company or the Insured with the Company's consent, and includes:

1. Attorney fees;
2. Costs taxed against the Insured in any **Claim** defended by the Company;
3. Interest on the full amount of any judgment that accrues after entry of the judgment and before the Company has paid, offered to pay or deposited in court the part of the judgment that is within the applicable Limit of Liability;

- 4. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the available applicable policy limit and only if said **Claims** are covered by the policy;
- 5. Reasonable expenses incurred by the Insured at the Company's request other than:
 - a. Loss of earnings;
 - b. Salaries or other compensation paid to the Insured or any employee of the Insured.
- E. **Damages** means compensatory judgment, award or settlement, including punitive or exemplary damages, except damages for which insurance is prohibited by law. **Damages** does not include disputes over fees, deposits, commissions or charges for goods or services.
- F. **Policy Period** means the period of time stated in the Declarations or any shorter period resulting from policy cancellation or amendment to the policy.
- G. **Personal and Advertising injury** means injury, including consequential **Bodily Injury**, arising out of one or more of the following offenses:
 - 1. False arrest, detention or imprisonment;
 - 2. Malicious prosecution or abuse of process;
 - 3. Wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - 4. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - 5. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - 6. Use of another's advertising idea in your **Advertisement**; or
 - 7. Infringing upon another's copyright, trade dress or slogan in your **Advertisement**.
- H. **Retroactive Date** means the date stated in the Declarations on or after which any alleged or actual negligent act, error or omission must have first taken place in order to be considered for coverage under this policy.
- I. **Pollutants** means any solid, liquid, gaseous or thermal irritant, contaminant or toxin, whether live or inanimate; including, but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals, metals, silica, lead, lead compounds or materials containing lead, asbestos, asbestos compounds or materials containing asbestos, radon, waste or any like substances. Waste includes materials to be recycled, reconditioned or reclaimed.

Part IV. General Conditions. The following Conditions are a precedent to coverage under the Policy:

A. Notice of Claim

The Insured must notify the Company as soon as practicable of an incident, occurrence or offense that may reasonably be expected to result in a **Claim**. Where notice to the Company of such incidents, occurrences or offenses has been acknowledged as adequate by the Company in writing, subsequent **Claims** derived from such incidents, occurrences or offenses will be deemed as first made at the time the incident, occurrence or offense giving rise to such **Claim** was first provided. The Insured also must immediately send copies to the Company of any demands, notices, summonses or legal papers received in connection with any **Claim**, and must authorize the Company to obtain records and other information. Please send all claim information to:

Attention: **Claims** Dept.
 RSUI Group, Inc.
 945 East Paces Ferry Road, Suite 1800
 Atlanta, Georgia 30326-1160
 Or Via Email:
reportclaims@rsui.com

B. Prohibition of Voluntary Payments and Settlements

With respect to any **Claim** covered under this policy, the Insured will not make payment, admit liability, settle **Claims**, assume any obligation, agree to arbitration or any other means of resolution of any dispute, waive any rights or incur **Claim Expenses** without prior written Company approval, except at the Insured's own cost.

C. Cooperation

The Insured will cooperate with the Company in the conduct of a **Claim** and, upon the Company's request, submit to examination and interrogation by the Company representative, under oath if required, and will attend hearings and trials and assist in effecting settlements, securing and giving evidence, and obtaining the attendance of witnesses. The Insured shall further cooperate with the Company and do whatever is necessary to secure and effect any rights of indemnity, contribution or apportionment that the Insured may have, and the Company may exercise those rights in the name of the Insured.

D. Nonrenewal

The Company will give the Named Insured sixty (60) days written notice prior to nonrenewal of this policy by mailing or delivering the notice to the first Named Insured's last known mailing address as shown in the Declarations.

E. Premium and Audit

Premium for this coverage is computed in accordance with the Company's rules and rates. Any premium shown as advance premium may be a deposit premium only. If the premium is a deposit premium, at the close of each audit period, the Company will compute the earned premium for that period. Audit premiums are due and payable upon notice.

The Company may examine and audit the Insured's books and records at any time during the **Policy Period** and within three years after the final termination of this policy, as far as they relate to the subject matter of this policy.

The first Named Insured, as shown in the Declarations, must keep records of information the Company will need for premium computation and, upon request, must send the Company copies of the information.

F. Authorization

The first Named Insured listed in the Declarations agrees to act as the Named Insured with respect to giving and receiving of all notices, exercising the Extended Reporting Period option, canceling the policy, paying all premiums and deductibles and receiving any return premiums that may become due.

G. Subrogation

In the event of any **Claim** under this policy, the Company will be subrogated to all the Insured's rights of recovery against any person or organization, and the Insured will execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured will do nothing after the loss to prejudice such rights.

H. Other Insurance

This policy will be excess over, and will not contribute with, any other existing insurance, unless such other insurance is specifically written to be excess of this policy.

When this insurance is excess, the Company shall have no duty under this policy to defend any **Claim** or suit that any other insurer has a duty to defend. If such other insurer refuses to defend such **Claim** or suit, the Company shall be entitled to the Insured's rights against all such insurers for any **Claim Expenses** incurred by the Company.

If it is determined that both this insurance and other insurance or self insurance apply to any **Claim** on the same basis, whether primary, excess or contingent, the Company will not be liable under this policy for a greater proportion of the **Damages** or **Claim Expenses** than the applicable Limit of Liability under the policy for such **Damages** bears to the total applicable Limit of Liability of all other insurance or self insurance, whether or not collectible against such **Claims**.

I. Actions Against the Insurer

No action will be taken against the Company unless, as a condition precedent, the Insured is in full compliance with all of the terms of this policy, and until the amount of the Insured's obligations to pay shall have been finally determined, either by judgment against the Insured after actual trial, or by written agreement of the Insured, the claimant and the Company.

J. Coverage in Bankruptcy

Bankruptcy or insolvency of the Insured or of the Insured's estate does not relieve the Company of its obligations under this policy.

K. False or Fraudulent Claims

If an Insured knowingly makes any **Claim** that is false or fraudulent, this insurance shall become void and entitlement to coverage for all **Claims** hereunder shall be forfeited.

L. Application

The Insured agrees that the statements in the application are personal representations, that they shall be deemed material and that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between the Insured and the Company, or any of its agents, relating to this insurance. The signed application, and any attachments thereto, submitted in connection with this Policy are incorporated herein and constitute a part of this Policy.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 60 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. INSPECTIONS AND SURVEYS

We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give you reports on the conditions we find; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

E. PREMIUMS

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

This Endorsement Changes The Policy. Please Read It Carefully.

CROSS COVERAGE EXCLUSION – MEDICAL BROAD FORM

This endorsement modifies insurance provided under the following:

The Medical Professional Liability coverage and the Commercial General Liability coverage provided in this Policy are mutually exclusive.

It is agreed that any claim, damages, Supplementary Payments, or any amounts covered under the Commercial General Liability Coverage Form _____ shall not also be covered under the Medical Professional Liability Coverage Part Claims Made and Reported Basis-Broad-RSG 51044.

It is further agreed that any **Claim, Damages, or Claim Expenses** or any amounts covered under the Medical Professional Liability Coverage Part Claims Made and Reported Basis-Broad-RSG 51044 shall not also be covered under the Commercial General Liability Coverage Form _____. Whenever any **Claim** is determined to be covered, either wholly or in part, by the Medical Professional Liability Coverage Part Claims Made and Reported Basis-Broad-RSG 51044, the Commercial General Liability Coverage Form shall not apply and the maximum liability of the Company shall not exceed the Professional Liability Each Claim limit of liability shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

This endorsement effective
Forms part of Policy Number
Issued to
by

Endorsement No.:

This Endorsement Changes The Policy. Please Read It Carefully.

DEDUCTIBLE LIABILITY INSURANCE (COMBINATION POLICY – MULTIPLE DEDUCTIBLES)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Coverage	Amount and Basis of Deductible
	PER CLAIM or PER OCCURRENCE
1) Bodily Injury Liability OR	
2) Property Damage Liability OR	
3) Personal and Advertising Injury Liability OR	
4) Bodily Injury Liability, Property Damage Liability, Personal and Advertising Injury Liability	

APPLICATION OF ENDORSEMENT (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to damages for all "Bodily Injury", "Property Damage" and "Personal and Advertising Injury" Liability, however caused):

1. Our obligation under the Bodily Injury Liability, Property Damage Liability, and Personal and Advertising Injury Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule above as applicable to such coverages.
2. The deductible applies to the coverage option and to the basis of the deductible indicated by the placement of the deductible amount in the Schedule above. The deductible amount stated in the Schedule above applies as follows:
 - A. **PER CLAIM BASIS.** If the deductible amount indicated in the Schedule above is on a per claim basis, that deductible applies as follows:
 - 1) Under Bodily Injury Liability coverage, to all damages sustained by any one person because of "Bodily Injury";
 - 2) Under Property Damage Liability Coverage, to all damages sustained by any one person because of "Property Damage";

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- 3) Under Personal and Advertising Injury Liability Coverage, to all damages sustained by any one person because of "Personal and Advertising Injury".
- 4) Under Bodily Injury Liability, Property Damage Liability, and Personal and Advertising Injury Liability Coverages Combined, to all damages sustained by any one person because of:
 - a) "Bodily Injury";
 - b) "Property Damage";
 - c) "Personal and Advertising Injury".

If damages are claimed for care, loss of services or death resulting at any time from "Bodily Injury", a separate deductible amount will be applied to each person making a claim for such damages.

With respects to "Property Damage" and "Personal and Advertising Injury" Liability, person includes an organization.

- B. PER OCCURRENCE BASIS. If the deductible amount indicated in the Schedule above is on a "per occurrence" basis, that deductible amount applies as follows:
 - 1) Under Bodily Injury Liability Coverage, to all damages because of "Bodily Injury";
 - 2) Under Property Damage Liability Coverage, to all damages because of "Property Damage";
 - 3) Under Personal and Advertising Injury Liability Coverage, to all damages sustained by any one person because of "Personal and Advertising Injury".
 - 4) Under Bodily Injury Liability, Property Damage Liability, and Personal and Advertising Injury Liability Coverages Combined, to all damages sustained by any one person because of:
 - a) "Bodily Injury";
 - b) "Property Damage";
 - c) "Personal and Advertising Injury".
- 3. The terms of this insurance, including those with respect to:
 - a) Our right and duty to defend any "suits" seeking those damages; and
 - b) Your duties in the event of any "occurrence", claim, or "suit"apply irrespective of the application of the deductible amount.
- 4. We may pay any part of all of the deductible amount to effect settlement of any claims or "suit" and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.
- 5. When used in this endorsement, damages includes any payments made under the Supplementary Payments provisions of this policy.
- 6. If you do not promptly reimburse us for any deductible amount owned, then any cost incurred by us in collection of the deductible amount will be added and applied in addition to the applicable deductible amount without limitation. These costs include, but are not limited to, collection agency fees, attorney's fees and interest.

All other terms and conditions of this policy remain unchanged.

This Endorsement Changes The Policy. Please Read It Carefully.

EXCLUSION – DESIGNATED PROFESSIONAL SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Description Of Professional Services:

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

With respect to any professional services shown in the Schedule, the following exclusion is added to Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2., **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability**:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" due to the rendering of or failure to render any professional service.

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This Endorsement Changes The Policy. Please Read It Carefully.

MINIMUM RETAINED PREMIUM

This endorsement modifies insurance provided under the following:

In the event of cancellation of this policy by the Insured, return premium shall be computed at .90 of the pro rata unearned policy premium, subject however to a retention by the company of not less than \$

Nothing in this endorsement is deemed to affect the Company's cancellation rights which remain as indicated in the coverage form.

It is further agreed that return premium may be allowed on a pro rata basis if cancelled for non payment of premium or deductible, subject however to retention by the company of the minimum retained premium as shown above.

All other terms and conditions of this policy remain unchanged.

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by

Endorsement No.:

This Endorsement Changes The Policy. Please Read It Carefully.

NUCLEAR ENERGY LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

This policy does not apply;

- a. **Under any Liability Coverage**, to bodily injury or property damage:
 - (1) with respect to which an Insured under the policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, or Nuclear Insurance Associates of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization;
- b. **Under any Medical Payments Coverage** or any Supplemental Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization;
- c. **Under any Liability Coverage** to bodily injury or property damage resulting from the hazardous properties of nuclear material, if:
 - (1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured, or (b) has been discharged or dispersed therefrom;
 - (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (3) the bodily injury or property damage arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility but if such facility is located within the United States of America, its territories or possessions, or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat;
- d. **As used in this Endorsement:**
 - (1) "Hazardous properties" include radioactive, toxic, or explosive properties;
 - (2) "Nuclear material" means source material, special nuclear material or byproduct material;
 - (3) "Source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
 - (4) "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor,

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- (5) "Waste" means any waste material (a) containing byproduct material and (b) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (6), (a) or (b) thereof;
- (6) "Nuclear facility" means:
 - (a) any nuclear reactor;
 - (b) any equipment or device designed or used for (i) separating the isotopes of uranium or plutonium, (ii) processing or utilizing spent fuel, or (iii) handling, processing, or packaging waste;
 - (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
 - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste; and includes the site on which any of the foregoing is located, all operations conducted on such site, and all premises used for such operations;
- (7) "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
- (8) "Property damage" includes all forms of radioactive contamination of property.

All other terms and conditions of this policy remain unchanged.

This Endorsement Changes The Policy. Please Read It Carefully.

OPIOD AND CONTROLLED SUBSTANCE EXCLUSION

This endorsement modifies insurance provided under the following:

All Coverages without Limitation

In consideration of the premium charged, it is agreed that this Policy will not be triggered or apply and will provide no coverage for indemnity, defense, supplemental or any other exposure where **Claims**, suits, occurrences or demands of any sort, without limitation, against any Insured are:

1. Based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving:
 - a. Any actual or alleged abuse, misuse, illicit use, overuse, addiction, dependency, unlawful distribution, or diversion of any **Controlled Substance**;
 - b. Any supervision, instruction, training, education, recommendation, or guideline given, or which should have been given, in connection with any **Controlled Substance**; or
 - c. Inadequate or inaccurate evaluation, control or reporting of, or the failure to evaluate, control or report, the conduct or suspected conduct described in paragraph 1.a. above.
2. Brought by or on behalf of any state, municipality or other governmental entity or agency seeking damages, fines, penalties or any other type of relief, whether monetary or not, arising from or in any way related to any Insured manufacturing, selling, distributing, or dispensing **Controlled Substances**.

For the purposes of this exclusion, **Controlled Substances** shall mean:

- a. any opioid or narcotic drug, narcotic medication, or narcotic substance of any type, nature or kind, including, but not limited to, buprenorphine, codeine, fentanyl, hydrocodone, morphine, oxymorphone, tapentadol, oxycontin, hydromorphone, medperidine, methadone, oxycodone, or naloxone;
- b. any substance that is a controlled substance defined by or included in the Schedules of the Controlled Substance Act of the United States of America (21 U.S.C. § 801 et seq.) or any other judicial, statutory, regulatory or other legal measure of any nation, province, state, municipality or other governmental division or subdivision; or
- c. any substance that is in the future labelled or determined to be any of the substances described in a. or b. of this definition.

This exclusion applies even if the **Claims** or suits against any Insured allege negligence, including but not limited to negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by any Insured.

This exclusion also applies to any **Claim** or suit by or on behalf of any individual or entity seeking certification at any time as a class action, whether or not such action is actually certified, arising from or in any way related to any Insured manufacturing, selling, distributing, or dispensing **Controlled Substances**.

However, this exclusion shall not apply to any **Claim** by or on behalf of a patient, arising out of an actual or alleged negligent act, error or omission by the Insured in the prescribing, administering, or dispensing of a **Controlled Substance** for its intended use.

All other terms and conditions of this policy remain unchanged.

This endorsement effective
Forms part of Policy Number
Issued to
by

Endorsement No.:

State Fraud Statements
Fraud Statements – Signature Required for New York Only

ARKANSAS, LOUISIANA, RHODE ISLAND, TEXAS AND WEST VIRGINIA FRAUD STATEMENT

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

ALASKA FRAUD STATEMENT

A person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete, or misleading information may be prosecuted under state law.

ALABAMA FRAUD STATEMENT

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

ARIZONA FRAUD STATEMENT

For your protection Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

CALIFORNIA FRAUD STATEMENT

For your protection, California law requires that you be made aware of the following: Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

COLORADO FRAUD STATEMENT

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

DELAWARE FRAUD STATEMENT

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

DISTRICT OF COLUMBIA FRAUD STATEMENT

WARNING: It is a crime to provide false, or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

FLORIDA FRAUD STATEMENT

Any person who knowingly and with intent to injure, defraud or deceive any insurer, files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

HAWAII FRAUD STATEMENT

For your protection, Hawaii law requires you to be informed that any person who presents a fraudulent claim for payment of a loss or benefit is guilty of a crime punishable by fines or imprisonment, or both.

IDAHO FRAUD STATEMENT

Any person who knowingly, and with intent to defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

INDIANA FRAUD STATEMENT

Any person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete, or misleading information commits a felony.

KANSAS FRAUD STATEMENT

Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

KENTUCKY FRAUD STATEMENT

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

MAINE FRAUD STATEMENT

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

MARYLAND FRAUD STATEMENT

Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

MINNESOTA FRAUD STATEMENT

Any person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

NEW HAMPSHIRE FRAUD STATEMENT

Any person who, with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

NEW JERSEY FRAUD STATEMENT

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NEW MEXICO FRAUD STATEMENT

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

OHIO FRAUD STATEMENT

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

OKLAHOMA FRAUD STATEMENT

WARNING: Any person who knowingly and with intent to injure, defraud, or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

OREGON FRAUD STATEMENT

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents materially false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

PENNSYLVANIA FRAUD STATEMENT

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

PUERTO RICO FRAUD STATEMENT

Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances be present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

TENNESSEE, VIRGINIA, AND WASHINGTON FRAUD STATEMENT

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

SIGNATURE REQUIRED

NEW YORK FRAUD STATEMENT

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Insured/Applicant/Claimant

By (Authorized Representative)

Title

Date

This Endorsement Changes The Policy. Please Read It Carefully.

SUPPLEMENTARY COVERAGES ENDORSEMENT

This endorsement modifies insurance provided under the following:

In consideration of the premium charged, it is agreed that:

1. Part I. Insuring Agreements, H. Supplementary Coverages is amended to include:

The Company will pay **Damages** or **Claims Expenses** as a result of **Claims** arising out of an insured's professional services performed during the rendering of emergency medical treatment without remuneration, at the scene of an accident, medical crisis or disaster. This coverage is subject to a sub-Limit of Liability in an aggregate amount of \$25,000. There will be no deductible for payments made under this provision, and any such payments are a part of, and not in addition to, the Company's Limits of Liability as described in the Declarations.

The Company will reimburse the Insured for **Evacuation Expenses** actually incurred in connection with an **Evacuation** which first takes place during the **Policy Period** and which is reported to the Company as soon as practicable, but in no event later than thirty (30) days after you first incur **Evacuation Expenses** for which coverage will be requested. You are not required to obtain the Company's prior written approval or consent before incurring any **Evacuation Expenses**.

This coverage is subject to a sub-Limit of Liability in an aggregate amount of \$25,000. There will be no deductible for payments made under this provision, and any such payments are a part of, and not in addition to, the Company's Limits of Liability as described in the Declarations.

No coverage will be available for **Evacuation Expenses** arising out of any:

- a. strike or bomb threat, unless the **Evacuation** was ordered by a civil authority;
- b. false fire alarm or planned evacuation drill;
- c. vacating of one or more residents because of their individual medical condition;
- d. nuclear reaction, radiation, or any radioactive contamination, however caused;
- e. seizure or destruction of property by order of a governmental authority, provided that this exclusion shall not apply to an order of evacuation by a governmental authority due to a condition described above; or
- f. war, including undeclared or civil war, warlike action by a military force, insurrection, rebellion, or revolution.

The Company will pay up to \$500 for loss that is due to **Property Damage** to your patient's tangible property if resulting directly from or during the performance of professional services as described in the Declarations. The Company will make these payments regardless of fault. These payments will not exceed \$5,000 for all such losses resulting from all professional services, regardless of the number of patients whose tangible property is injured. There will be no deductible for payments made under this provision, and any such payments are a part of, and not in addition to, the Company's Limits of Liability as described in the Declarations.

The Company will reimburse the Insured for **Legal/Media Expenses** actually incurred in connection with a **Legal Defense Proceeding** first brought against an Insured during the **Policy Period** that occurred after the Policy's **Retroactive Date** and that arises out of the Insured's performance of professional services as described in the Declarations.

This endorsement effective
Forms part of Policy Number
Issued to
by

Endorsement No.:

This coverage is subject to a sub-Limit of Liability in an aggregate amount of \$25,000. There will be no deductible for payments made under this provision, and any such payments are a part of, and not in addition to, the Company's Limits of Liability as described in the Declarations.

2. The following Definitions are in addition to Policy Definitions contained in **Part III.** and apply only to this endorsement:

Evacuation means the removal of all or the majority of patients from one or more of your locations or facilities in response to an actual or threatened, natural or man-made condition that is unexpected and unforeseen and causes the patients of such location or facility to be in imminent danger of loss of life or physical harm.

Such condition must be in the form of an emergency or sudden crisis requiring immediate action, and not the result of a latent or hidden condition at the location or facility.

Evacuation Expenses means reasonable costs and expenses actually incurred by you in connection with the **Evacuation**, including the costs associated with transporting and lodging patients who have been evacuated. **Evacuation Expenses** shall not include any remuneration, salaries, overhead, fees, or benefit expenses of the Named Insured or any Insured.

Property Damage means:

1. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
2. Loss of use of tangible property of others that is not physically injured. All such loss of use shall be deemed to occur at the time of the accident, including continuous or repeated exposure to substantially the same general harmful conditions that caused it.

For the purposes of this coverage, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

Legal Defense Proceeding means:

1. A hearing or disciplinary action against an Insured before a state or other licensing board or governmental regulatory body;
2. A civil or criminal proceeding in which the Insured is not a defendant but has been ordered to offer deposition testimony regarding treatment rendered to a patient;
3. A civil or criminal proceeding in which the Insured is not a party but has received a subpoena for record production regarding treatment rendered to a patient; or
4. A HIPAA proceeding.

Legal/Media Expenses means reasonable fees and costs of attorneys, experts and consultants incurred by the Insured in the investigation and defense of a **Legal Defense Proceeding**. **Legal/Media Expenses** also includes reasonable costs incurred by the Insured in the management of public relations with respect to a **Legal Defense Proceeding**, including reasonable fees and costs of third-party media consultants. Solely with respect to a HIPAA proceeding, **Legal/Media Expenses** shall include civil fines and penalties resulting from any HIPAA proceeding. **Legal/Media Expenses** shall not include any remuneration, salaries, overhead, fees, loss of earning reimbursement or benefit expenses of an Insured.

All other terms and conditions of this policy remain unchanged.

This Endorsement Changes The Policy. Please Read It Carefully.

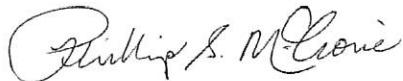
SERVICE OF SUIT (TEXAS)

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

It is agreed that, as an eligible surplus lines insurance company in the State of Texas, Landmark American Insurance Company (LAIC) accepts the irrevocable appointment of the Secretary of State as binding on LAIC and its successors in interest, to be the lawful attorney for the service of LAIC. The Secretary of State may be served with any process, notice, or demand arising out of doing insurance business in Texas by LAIC, except in an action, suit, or proceeding by the State Board of Insured or by the State of Texas. LAIC further agrees that legal process served in the above manner shall have the same legal force and validity as personal service of process in Texas on LAIC or its successor in interest.

In the event service is tendered to the Secretary of State, service of process in such suit may be made by the Commissioner upon the Senior Claims Officer of RSUI Group, Inc., 945 East Paces Ferry Rd., Atlanta, GA 30326-1160 or his designee.



Phillip S. McCrorie, President
Landmark American Insurance Company

IMPORTANT NOTICE

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call RSUI Group, Inc. collect for information or to make a complaint at:

(404) 231-2366

You may also write to RSUI Group, Inc. at:

945 East Paces Ferry Road
Suite 1800
Atlanta, GA 30326

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
FAX # (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de RSUI Group, Inc. para informacion o para someter una queja al

(404) 231-2366

Usted tambien puede escribir a RSUI Group, Inc.:

945 East Paces Ferry Road
Suite 1800
Atlanta, GA 30326

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
FAX # (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

IMPORTANT NOTICE

TEXAS SURPLUS LINES DISCLOSURE NOTICE

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462, Insurance Code. Chapter 225, Insurance Code, requires payment of a 4.85 percent tax on gross premium.

This Endorsement Changes The Policy. Please Read It Carefully.

VIOLATION OF CONSUMER PROTECTION LAWS EXCLUSION

This endorsement modifies insurance provided under the following:

This insurance does not apply to any **Claim** based upon or arising directly, or indirectly, out of any actual or alleged violation of consumer protection laws including, but not limited to, the following:

1. The False Claims Act (FCA), including any amendment of or addition to such law;
2. The Dodd-Frank Wall Street Reform and Consumer Protection Act (Dodd-Frank), including any amendment of or addition to such law;
3. The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA);
4. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
5. The Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (CAN-SPAM Act), including any amendment of or addition to such law;
6. Any federal, state or local statute, ordinance or regulation that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information;
7. Any other law, ordinance, regulation or statute relating to any communication, distribution, publication, sending or transmission via telephone, telephone facsimile machine, computer or other telephonic or electronic devices, including claims asserted under the common law;
8. **Claims** brought by any state or federal government agency, or any person or entity on their behalf, including qui tam **claims**, seeking to enforce any consumer protection law; or
9. Actual or alleged violation of any laws, regulations or guidelines relating to the accessibility of the Insured's website.

All other terms and conditions of this policy remain unchanged.

This endorsement effective
Forms part of Policy Number
Issued to
by

Endorsement No.:

Special, December 03, 2019

There being no further business to come before the Court at this time,
same is now here adjourned on this date, December 03, 2019