

Notice of Meeting and Agenda
November 15, 2022

Special, 11/15/2022 10:30:00 AM

BE IT REMEMBERED that on November 15, 2022, 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 (ABSENT)

Absent

Commissioner Vernon Pierce, Commissioner Pct. No. 1

Commissioner Darrell Bush, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff

Honorable Laurie Leister, County Clerk

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

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Jeff R. Branick, County Judge
Vernon Pierce, Commissioner, Precinct One
Darrell Bush, 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
November 15, 2022**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **15th** day of **November 2022** 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** meeting 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:

10:00 am - Announcement of an executive (closed) session pursuant to Texas Government Code Section` 551.0725 to deliberate business and financial issues relating to a contract being negotiated for economic development and real property, and security that deliberation in open meeting, would have a detrimental effect on the Commissioners Court in negotiations with a third person

Jefferson County has taken steps to minimize the exposure of COVID-19 by implementing the following steps to allow the public to view the Commissioner's Court meeting. The following options are available: View live with audio from the County Webpage:

https://co.jefferson.tx.us/comm_crt/commlink.htm Listen to audio by calling 346-248-7799 Meeting ID: 917 160 6532# Participant ID: # The

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court will also have a question and answer session at the end of the meeting. If you would like to ask any questions of the Court, please be on the phone call. The Court will give a question and answer session at the end of the meeting as time allows. You will be called upon by your last 4 digits of your phone number. If you do not have any questions, you can pass. Please be mindful that the audio portion of this meeting will be of better quality from the website.

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

PLEDGE OF ALLEGIANCE: Vernon Pierce, Commissioner, Precinct One

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PURCHASING:

- (a). Consider and approve specifications for Invitation for Bid (IFB 22-071/JW) Mesquite Point Public Boat Ramp (Texas Parks and Wildlife Department Contract No. CA-0000997); pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326. This project is funded by a combination of Texas Parks and Wildlife Department grant funds, Chenier donation funds, and County ARPA revenue replacement funds

SEE ATTACHMENTS ON PAGES 14 - 97

Action: TABLED

- (b). Consider and approve, execute, receive and file an Engagement Letter with Milliman to update (PROF 22-072/DC) for OPEB Actuarial Valuations GASB 75 for Jefferson County for fiscal years 2023 and 2024 in the amount of \$ 21,250.00.

SEE ATTACHMENTS ON PAGES 98 - 99

Motion by: Bush

Second by: Pierce

In Favor: Pierce, Bush, Sinegal, Alfred

Action: APPROVED

- (c). Consider and approve, execute, receive and file Job Order Contract (JOC 22-073/DC) with McInnis Construction for the LaBelle Road Reconstruction in the amount of \$699,310.78; in accordance with 20150803-Region 5 JOC ESC Contract.

SEE ATTACHMENTS ON PAGES 100 - 107

Motion by: Bush

Second by: Pierce

In Favor: Pierce, Bush, Sinegal, Alfred

Action: APPROVED

- (d). Consider and approve renewal for (IFB 19-060/YS) Re-Bid Term Contract for Mowing for Jefferson County for a third one (1) year renewal with Universal Operations, LLC from November 30, 2022 to November 29, 2023.

NO ATTACHMENTS

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Motion by: Bush
Second by: Pierce
In Favor: Pierce, Bush, Sinegal, Alfred
Action: APPROVED

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

SEE ATTACHMENTS ON PAGES 108 - 109

Motion by: Bush
Second by: Pierce
In Favor: Pierce, Bush, Sinegal, Alfred
Action: APPROVED

- (f). Consider and approve disposition of salvage property as authorized by Local Government code §263.152 (3), for broken or obsolete computer equipment

SEE ATTACHMENTS ON PAGES 110 - 113

Motion by: Bush
Second by: Pierce
In Favor: Pierce, Bush, Sinegal, Alfred
Action: APPROVED

- (g). Consider and approve disposal of scrap metal. 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 114 - 115

Motion by: Bush
Second by: Pierce
In Favor: Pierce, Bush, Sinegal, Alfred
Action: APPROVED

COUNTY AUDITOR:

- (a). Consider and approve FY 2023 budget transfer – Road & Bridge Pct. 4 – additional cost for contract to clean service center building.

SEE ATTACHMENTS ON PAGES 116 - 116

114-0402-431-5077	CONTRACTUAL SERVICE	\$17,160.00	
114-0402-431-1028	LABORERS		\$17,160.00

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Motion by: Sinegal
Second by: Pierce
In Favor: Pierce, Bush, Sinegal, Alfred
Action: APPROVED

- (b). Consider and approve FY 2022 budget transfer– Road & Bridge Pct. 3 – additional cost for repairs.

SEE ATTACHMENTS ON PAGES 117 - 117

113-0305-431-4018	ROAD MACHINERY	\$2,500.00	
113-0302-431-1028	LABORERS		\$2,500.00

Motion by: Sinegal
Second by: Pierce
In Favor: Pierce, Bush, Sinegal, Alfred
Action: APPROVED

- (c). Consider and approve FY 2023 budget amendment – Mosquito Control – replacement of truck.

SEE ATTACHMENTS ON PAGES 118 - 119

124-5081-448-6042	TRUCKS & TRAILERS	\$25,950.00	
120-9999-415-9999	CONTINGENCY APPROPRIATION		\$25,950.00

Motion by: Sinegal
Second by: Pierce
In Favor: Pierce, Bush, Sinegal, Alfred
Action: APPROVED

- (d). Consider and approve FY 2023 budget transfer – Service Center– additional amount needed for heating/cooling unit.

SEE ATTACHMENTS ON PAGES 120 - 120

120-8095-417-6014	BUILDINGS AND STRUCTURES	\$500.00	
120-8095-417-4009	BUILDINGS AND GROUNDS		\$500.00

Motion by: Sinegal
Second by: Pierce
In Favor: Pierce, Bush, Sinegal, Alfred
Action: APPROVED

- (e). Consider and approve FY 2023 budget amendment– Risk Management – purchase of TV and mount.

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SEE ATTACHMENTS ON PAGES 121 - 121

120-1016-415-3084	MINOR EQUIPMENT	\$852.00	
120-1016-415-5062	TRAVEL EXPENSE		\$426.00
120-1012-415-5099	MISCELLANEOUS		\$426.00

Motion by: Sinegal
Second by: Pierce
In Favor: Pierce, Bush, Sinegal, Alfred
Action: APPROVED

- (f). Receive and file Amendment Number 3 to Contract CA -0000997 with the Texas Parks and Wildlife Department for the project “Mesquite Point Public Boat Ramp”. Amendment updates the additional funding from Chenier Energy related to this contract.

SEE ATTACHMENTS ON PAGES 122 - 124

Motion by: Sinegal
Second by: Pierce
In Favor: Pierce, Bush, Sinegal, Alfred
Action: APPROVED

- (g). Consider and approve expenditure by the Road & Bridge Pct. 2 & Mid-County maintenance in accordance with order pursuant to section 130.908 of Texas Local Government Code. Purchase of computer and upgrade equipment in the amount of \$1,330.00 and cost for pest control contract.

NO ATTACHMENTS

Motion by: Sinegal
Second by: Pierce
In Favor: Pierce, Bush, Sinegal, Alfred
Action: APPROVED

- (h). Consider and approve expenditure by the District Attorney in accordance with order pursuant to section 130.908 of Texas Local Government Code. Purchase of notary bonds and supplies in the amount of \$251.20.

NO ATTACHMENTS

Motion by: Sinegal
Second by: Pierce
In Favor: Pierce, Bush, Sinegal, Alfred
Action: APPROVED

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- (i). Consider, approve and ratify electronic disbursement for \$1,353,277.04 to Tender Loving Care Center Children dba Legacy Community Development Corp for payment of claims.

NO ATTACHMENTS

Motion by: Sinegal
Second by: Pierce
In Favor: Pierce, Bush, Sinegal, Alfred
Action: APPROVED

- (j). Consider and approve acceptance of State Criminal Alien Assistance Program (SCAAP) 2021 grant for \$48,004 through the Justice Grant System portal Consider and approve acceptance of State Criminal Alien Assistance Program (SCAAP) 2021 grant for \$48,004 through the Justice Grant System portal.

SEE ATTACHMENTS ON PAGES 125 - 132

Motion by: Sinegal
Second by: Pierce
In Favor: Pierce, Bush, Sinegal, Alfred
Action: APPROVED

- (k). Discuss and approve filing second appeal with FEMA regarding emergency closure policy premium pay related to Texas severe winter storm of February 2021.

NO ATTACHMENTS

Motion by: Sinegal
Second by: Pierce
In Favor: Pierce, Bush, Sinegal, Alfred
Action: APPROVED

- (l). Regular County Bills – check #500531 through check #500737(11/08/22) and check #500738 through check #500985(11/15/22).

SEE ATTACHMENTS ON PAGES 133 - 150

Motion by: Sinegal
Second by: Pierce
In Favor: Pierce, Bush, Sinegal, Alfred
Action: APPROVED

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CONSTABLE PRECINCT 6:

- (a). Consider and possibly approve the hiring of Everett Demon Cormier as a Deputy Constable with Constable Precinct 6 in accordance with Local Government Code (LGC) 86.011.

NO ATTACHMENTS

Motion by: Bush
Second by: Sinegal
In Favor: Pierce, Bush, Sinegal, Alfred
Action: APPROVED

COUNTY COMMISSIONERS:

- (a). Consider, possibly approve and authorize the County Judge to execute the Inter-local Agreement between Jefferson, Hardin, Jasper Counties, and the cities of Beaumont and Port Arthur to utilize funding provided to the Motor Vehicle Crime Prevention Authority (MVCPA) pursuant to Chapter 791 of the Texas Government Code.

SEE ATTACHMENTS ON PAGES 151 - 169

Motion by: Pierce
Second by: Sinegal
In Favor: Pierce, Bush, Sinegal, Alfred
Action: APPROVED

- (b). Conduct a Public Hearing to consider and possibly approve an order designating the Arkema Project Strawberry property the Beaumont, TX as the Arkema 2022 reinvestment zone, pursuant to Sec. 312. 401, Tax Code (The Property Redevelopment and Tax Abatement Act). Clerk's Note: Commissioner Alfred opened the floor for Public Hearing. Being no comments, the hearing was closed.

Motion by: Pierce
Second by: Sinegal
In Favor: Pierce, Bush, Sinegal, Alfred
Action: APPROVED

- (c). Consider and possibly approve an Order designating the Arkema Project Strawberry property the Beaumont, TX as a reinvestment zone, pursuant to Sec. 312. 401, Tax Code (The Property Redevelopment and Tax Abatement Act).

SEE ATTACHMENTS ON PAGES 170 - 173

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Motion by: Pierce
Second by: Sinegal
In Favor: Pierce, Bush, Sinegal, Alfred
Action: APPROVED

- (d). Conduct a Public Hearing regarding approval of a Property Tax Agreement between Jefferson County and Arkema for Project Strawberry property the Beaumont, TX pursuant to Sec. 312. 401, Tax Code (The Property Redevelopment and Tax Abatement Act). Clerk's Notes: Commissioner Alfred opened the floor for Public Hearing. Being no comments, the hearing was closed.

Motion by: Pierce NO ATTACHMENTS
Second by: Sinegal
In Favor: Pierce, Bush, Sinegal, Alfred
Action: APPROVED

- (e). Consider, possibly approve authorize County Judge to execute, receive and file a Property Tax Agreement between Jefferson County and Arkema for Project Strawberry property the Beaumont, TX pursuant to Sec. 312. 401, Tax Code (The Property Redevelopment and Tax Abatement Act).

SEE ATTACHMENTS ON PAGES 198 - 216

Motion by: Pierce
Second by: Sinegal
In Favor: Pierce, Bush, Sinegal, Alfred
Action: APPROVED

- (f). Receive and file executed Order Implementing Requirements of Jefferson County's Participation in a County Health Care Provider Participation Program, Health Care Provider Participation Program Model Rules and Procedures, and the Jefferson County LPPF FY 2023 Rate Proposal.

SEE ATTACHMENTS ON PAGES 174 - 186

Motion by: Pierce
Second by: Sinegal
In Favor: Pierce, Bush, Sinegal, Alfred
Action: APPROVED

- (g). Consider, possibly approve and authorize the County Judge to execute an Order adding the properties contained in the Petitions for Addition of Certain Land to be included into the Jefferson County Assistance District No. 4 which was approved by Commissioners' Court on September 6, 2022.

SEE ATTACHMENTS ON PAGES 187 - 187

Motion by: Pierce
Second by: Sinegal
In Favor: Pierce, Bush, Sinegal, Alfred
Action: APPROVED

ENGINEERING DEPARTMENT:

- (a). Consider and possibly approve a Minor Plat of a 3.81 Acre Tract (Called 3.799 Acres, C.F. # 2021024618, O.P.R.J.C.T.) into Tract 1 & Tract 2, Lying in the Sophia Dean League Abstract No. 16, Jefferson County, Texas. This Minor Plat is located off of Blanch Road in Jefferson County in Precinct #1. Additionally, this Minor Plat is partially located in the City of China City Limits and the City of China ETJ. This Minor Plat has met all of Jefferson County and City of China requirements.

SEE ATTACHMENTS ON PAGES 188 - 188

Motion by: Sinegal
Second by: Bush
In Favor: Pierce, Bush, Sinegal, Alfred
Action: APPROVED

- (b). Consider and possibly approve an Amended Final Plat of Madison Oaks Subdivision, being 52.572 Acres out of the W.H. Aldridge Survey Abstract No. 813 & G.W. Paine Survey Abstract No. 188 Jefferson County, Texas. This subdivision is located off of FM Highway 365 in Precinct #4. The Amended Final Subdivision Plat has been reviewed by the Jefferson County Engineering Department and has met our platting requirements.

SEE ATTACHMENTS ON PAGES 189 - 190

Motion by: Sinegal
Second by: Bush
In Favor: Pierce, Bush, Sinegal, Alfred
Action: APPROVED

HISTORICAL COMMISSION:

- (a). Consider, possibly approve, receive and file the executed Antiquities Permit: Historical Buildings and Structures Permit #HS 1187 and photographs for the installation of the TV monitor for the 58th Judicial District Courtroom.

SEE ATTACHMENTS ON PAGES 191 - 197

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Motion by: Pierce
Second by: Sinegal
In Favor: Pierce, Bush, Sinegal, Alfred
Action: APPROVED

OTHER BUSINESS:

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

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

Jeff R. Branick
County Judge

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Special, November 15, 2022

There being no further business to come before the Court at this time, same is now here adjourned on this date, November 15, 2022.



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
 1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
 FAX: (409) 835-8456

LEGAL NOTICE

Advertisement for Invitation for Bids

November 15, 2022

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **(IFB 22-071/JW) Mesquite Point Public Boat Ramp** (Funding provided by the Texas Department of Parks and Wildlife, Contract No. CA-0000997). Specifications, Plans, and Bidding Documents for this project may be obtained via the Jefferson County Purchasing webpage at: <https://www.co.jefferson.tx.us/Purchasing/>

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

BID NAME: Mesquite Point Public Boat Ramp
BID NUMBER: IFB 22-071/JW
DUE BY TIME/DATE: 11:00 AM CT, Wednesday, December 14, 2022
MAIL OR DELIVER TO: Jefferson County Purchasing Department
 1149 Pearl Street, 1st Floor
 Beaumont, Texas 77701

There will be a **Pre-Bid Conference** at **10:00 AM CT on Wednesday, November 30, 2022**, at the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701.

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

Any questions relating to these bid requirements should be directed to at Jamey West, Contract Specialist at 409-835-8593 or via email at: Jamey.West@jeffcotx.us

Jefferson County encourages Disadvantaged Business Enterprises (DBEs), Minority/Women Business Enterprises (M/WBEs), and Historically Underutilized Businesses (HUBs) to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment, or the provisions of services. Individuals requiring special accommodations are requested to contact our office at least seven (7) days prior to the bid due date at 409-835-8593.

All interested firms are invited to submit a bid in accordance with the terms and conditions stated in this bid.

Bidders are strongly encouraged to carefully read the entire invitation, as failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Deborah L. Clark, Purchasing Agent
 Jefferson County, Texas

PUBLISH:

Beaumont Enterprise & Port Arthur News:

November 16, 2022 and November 23, 2022

The Examiner: **November 17, 2022**

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BID SUBMISSIONS:

One (1) Original and Two (2) Bid Copies; with all copies to include a Completed Copy of this specifications packet, in its entirety.

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

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. <https://www.co.jefferson.tx.us/Purchasing/>

Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT

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

1. BIDDING.

1.1 BIDS.

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

1.2 AUTHORIZED SIGNATURES.

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

1.3 LATE BIDS.

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

1.4 WITHDRAWAL OF BID PRIOR TO OPENING.

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

1.5 WITHDRAWAL OF BID AFTER OPENING.

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

1.6 BID AMOUNTS.

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

1.7 EXCEPTIONS AND/OR SUBSTITUTIONS.

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

1.8 ALTERNATES.

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

1.9 DESCRIPTIONS.

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

1.10 BID ALTERATIONS.

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

1.11 TAX EXEMPT STATUS.

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

1.12 QUANTITIES.

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

1.13 BID AWARD.

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

Jefferson County reserves the right to award based upon individual line items, sections or total bid.

1.14 SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS.

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

1.15 ADDENDA.

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

1.16 GENERAL BID BOND/SURETY REQUIREMENTS.

Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.17 GENERAL INSURANCE REQUIREMENTS.

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

1.18 RESPONSIVENESS.

A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered

non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

1.19 RESPONSIBLE STANDING OF BIDDER.

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

1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.

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

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

1.21 PUBLIC BID OPENING.

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

2. PERFORMANCE.

2.1 DESIGN, STRENGTH, AND QUALITY.

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

2.2 AGE AND MANUFACTURE.

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

2.3 DELIVERY LOCATION.

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

2.4 DELIVERY SCHEDULE.

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

2.5 DELIVERY CHARGES.

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

2.6 INSTALLATION CHARGES.

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

2.7 OPERATING INSTRUCTIONS AND TRAINING.

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

2.8 STORAGE.

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

2.9 COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS.

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

2.10 OSHA.

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

2.11 PATENTS AND COPYRIGHTS.

The successful Vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

2.12 SAMPLES, DEMONSTRATIONS, AND TESTING.

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

2.13 ACCEPTABILITY.

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

2.14 MAINTENANCE.

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

2.15 MATERIAL SAFETY DATA SHEETS.

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

2.16 EVALUATION.

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

3. PURCHASE ORDERS AND PAYMENT.

3.1 PURCHASE ORDERS.

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

3.2 INVOICES.

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

3.3 PROMPT PAYMENT.

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

3.4 FUNDING.

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

4. CONTRACT.

4.1 CONTRACT DEFINITION.

The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson

County, shall constitute a contract equally binding between the successful Bidder and Jefferson County.

4.2 CHANGE ORDER.

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

4.3 PRICE RE-DETERMINATION.

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

4.4 TERMINATION.

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

4.5 CONFLICT OF INTEREST.

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

4.6 INTEREST BY PUBLIC OFFICIALS.

No public official shall have interest in this contract, in accordance with Texas Local Government Code.

4.7 PRE-AWARD/CONTRACT CONTACT BETWEEN COUNTY AND VENDORS.

The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions may not be initiated by vendors.

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer. **Vendors shall not contact any Jefferson County personnel during the IFB process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.**

All correspondence relating to this IFB, from advertisement to award shall be sent to the Jefferson County Purchasing Department. All presentations and/or meetings between Jefferson County and the vendor relating to this IFB shall be coordinated by the Jefferson County Purchasing Department.

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

4.8 INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE.

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

4.9 WARRANTY.

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

4.10 UNIFORM COMMERCIAL CODE.

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

4.11 VENUE.

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

4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.

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

4.13 SILENCE OF SPECIFICATIONS.

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

5. REJECTION OR WITHDRAWAL.

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

6. EMERGENCY/DECLARED DISASTER REQUIREMENTS.

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during

such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s).

Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

7. AWARD.

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected.

Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment.

In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

Jefferson County reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and/or to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

8. CONTRACT.

A response to an IFB is an offer to contract with Jefferson County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Jefferson County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions is modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

9. WAIVER OF SUBROGATION.

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

10. FISCAL FUNDING.

A multi-year contract (if requested by the specifications) continuing as a result of an extension option must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

11. BID RESULTS.

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page at <https://www.co.jefferson.tx.us/Purchasing/> as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Department.

12. CHANGES AND ADDENDA TO BID DOCUMENTS.

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

13. SPECIFICATIONS.

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid.

Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

14. DELIVERY.

Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder (in writing on the included Bid Form), prices bid will be considered as being based on F.O.B. destination/delivered freight included.

15. INTERPRETATION OF BID AN/OR CONTRACT DOCUMENTS.

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

16. CURRENCY.

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

17. PRICING.

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

18. NOTICE TO PROCEED/PURCHASE ORDER.

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

19. CERTIFICATION.

By signing the offer section of the Offer and Acceptance page, Bidder certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.

- The Bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
- The Bidder hereby certifies that the individual signing the bid is an authorized agent for the Bidder and has the authority to bind the Bidder to the contract.

20. DEFINITIONS.

“County” – Jefferson County, Texas.

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

21. MINORITY-OWNED (MWBE), WOMEN-OWNED (WBE) AND HISTORICALLY UNDERUTILIZED (HUB) BUSINESS ENTERPRISE PARTICIPATION.

It is the desire of Jefferson County to increase the participation of Minority-Owned (MBE) , Women-Owned (WBE), and Historically Underutilized (HUB) business enterprises in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

**SECTION 2: FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)
MANDATED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS
REQUIRED BY 2 C.F.R. §200.326 APPENDIX II TO 2 CFR §200**

(REVISED JUNE 2022)

REMEDIES

(For all awarded contracts with a value greater than \$150,000.00)

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. Any violation or breach of terms of this contract of the Contractor or the Contractor's sub-contractors will be subject to the remedies, including liquidated damages, described in the bid specifications or Request for Proposal and the Client rules and regulations and special conditions which are incorporated herein by reference in their entirety.

TERMINATION FOR CAUSE AND CONVENIENCE

(For all awarded contracts with a value greater than \$10,000.00)

The Client reserves the right to terminate this contract for cause or convenience pursuant to the rules and regulations and special conditions which are incorporated herein by reference in their entirety.

EQUAL EMPLOYMENT OPPORTUNITY

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3) ***Contractor must complete enclosed certification***

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT

(The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

1. *Minimum wages.*

- i. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1 (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- ii. (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - 1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - 2) The classification is utilized in the area by the construction industry; and
 - 3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

- i. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- ii. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. *Withholding.*

The Federal Agency and/or Client shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. *Payrolls and basic records.*

- i. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1 (b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

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

- 1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a) (3) (ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a) (3) (i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- 2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- 3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

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

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

4. **Apprentices and trainees.**

- i. **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- ii. **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

5. Compliance with Copeland Act requirements.

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (I) through (10) and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment.

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

8. Compliance with Davis-Bacon and Related Act requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Breach.

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

10. Disputes concerning labor standards.

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

11. Certification of eligibility.

- 1) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(I).
- 2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(I).
- 3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(For all awarded contracts related to "mechanics and laborers" with a value greater than \$100,000.00)

- 1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the

case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

- 3) **Withholding for unpaid wages and liquidated damages.** The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- 4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

(This requirement **does not apply** to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households - Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement." If FEMA federal award meets definition of "funding agreement" under 37 CFR §401.2(a), for all awarded contracts related to experimental, developmental, or research work type contracts)

(a) Definitions

- (1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of *et seq.*
- (2) *Subject invention* means any invention of the *contractor* conceived or first actually reduced to practice in the performance of work under this *contract*, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401 (d)) must also occur during the period of *contract* performance.
- (3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.
- (4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.
- (5) *Small Business Firm* means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3- 12, respectively, will be used.
- (6) *Nonprofit Organization* means a university or other institution of higher education or an organization of the type described in section 501 (c) {3} of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights

The *Contractor* may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the *Contractor* retains title, the Federal government shall have a nonexclusive, non-transferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by *Contractor*

- (1) The *contractor* will disclose each subject invention to the *Federal Agency* within two months after the inventor discloses it in writing to *contractor* personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the *contract* under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the *agency*, the *Contractor* will promptly notify the *agency* of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the *contractor*.
- (2) The *Contractor* will elect in writing whether or not to retain title to any such invention by notifying the *Federal agency* within two years of disclosure to the *Federal agency*. However, in any case where publication, on sale or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the *agency* to a date that is no more than 60 days prior to the end of the statutory period.
- (3) The *contractor* will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The *contractor* will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.
- (4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the *agency*, be granted.

(d) Conditions When the Government May Obtain Title

The *contractor* will convey to the *Federal agency*, upon written request, title to any subject invention-

- (1) If the *contractor* fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the *agency* may only request title within 60 days after learning of the failure of the *contractor* to disclose or elect within the specified times.
- (2) In those countries in which the *contractor* fails to file patent applications within the times specified in (c) above; provided, however, that if the *contractor* has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the *Federal agency*, the *contractor* shall continue to retain title in that country.
- (3) In any country in which the *contractor* decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to *Contractor* and Protection of the *Contractor* Right to File

- (1) The *contractor* will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the *contractor* fails to disclose the invention

within the times specified in (c), above. The *contractor's* license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the *contractor* is a party and includes the right to grant sublicenses of the same scope to the extent the *contractor* was legally obligated to do so at the time the *contract* was awarded. The license is transferable only with the approval of the *Federal* to which the invention pertains.

- (2) The *contractor's* domestic license may be revoked or modified by the *funding Federal agency* to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and *agency* licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the *contractor* has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the *funding Federal agency* to the extent the *contractor*, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.
 - (3) Before revocation or modification of the license, the *funding Federal agency* will furnish the *contractor* a written notice of its intention to revoke or modify the license, and the *contractor* will be allowed thirty days (or such other time as may be authorized by the *funding Federal agency* for good cause shown by the *contractor*) after the notice to show cause why the license should not be revoked or modified. The *contractor* has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and *agency* regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.
- (f) *Contractor* Action to Protect the Government's Interest
- (1) The *contractor* agrees to execute or to have executed and promptly deliver to the *Federal agency* all instruments necessary to
 - (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the *contractor* elects to retain title, and
 - (ii) convey title to the *Federal agency* when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.
 - (2) The *contractor* agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the *contractor* each subject invention made under *contract* in order that the *contractor* can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c) (l), above. The *contractor* shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.
 - (3) The *contractor* will notify the *Federal agency* of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.
 - (4) The *contractor* agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the *contract*) awarded by (identify the *Federal agency*). The government has certain rights in the invention."

(g) Subcontracts

- (1) The *contractor* will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work. The subcontractor will retain all rights provided for the *contractor* in this clause, and the *contractor* will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.
- (2) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the *agency*, subcontractor, and the *contractor* agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (i) of this clause.

(h) Reporting on Utilization of Subject Inventions

The *Contractor* agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the *contractor* or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the *agency* may reasonably specify. The *contractor* also agrees to provide additional reports as may be requested by the *agency* in connection with any march-in proceeding undertaken by the *agency* in accordance with paragraph (i) of this clause. As required by 35 U.S.C. 202(c) (5), the *agency* agrees it will not disclose such information to persons outside the government without permission of the *contractor*.

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the *contractor* agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the *Federal agency* upon a showing by the *contractor* or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The *contractor* agrees that with respect to any subject invention in which it has acquired title, the *Federal agency* has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the *agency* to require the *contractor*, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the *contractor*, assignee, or exclusive licensee refuses such a request the *Federal agency* has the right to grant such a license itself if the *Federal agency* determines that:

- (1) Such action is necessary because the *contractor* or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.
- (2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the *contractor*, assignee or their licensees;
- (3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the *contractor*, assignee or licensees; or
- (4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for *Contracts* with Nonprofit Organizations

If the *contractor* is a nonprofit organization, it agrees that:

- (1) Rights to a subject invention in the United States may not be assigned without the approval of the *Federal agency*, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the *contractor*;
- (2) The *contractor* will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;
- (3) The balance of any royalties or income earned by the *contractor* with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and
- (4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the *contractor* determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the *contractor* is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the *contractor*. However, the *contractor* agrees that the Secretary applicants, and the *contractor* will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the *contractor* could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication

Any communications to be given hereunder by either party to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested, **as follows:**

Written notices hereunder delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated five (5) days after deposit in the mail, post prepaid, certified, in accordance with this Paragraph.

CLEAN AIR ACT

(For all awarded contracts with a value greater than \$150,000.00)

- (m) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (n) The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (o) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

(For all awarded contracts with a value greater than \$150,000.00)

- (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

DEBARMENT AND SUSPENSION ***Contractor must complete enclosed certification***

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by Client. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING AMENDMENT

(For all awarded contracts with a value greater than \$100,000.00.) ***Contractor must complete enclosed certification***

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

The Contractor certifies, to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress,

an officer or employee of Congress, or an employee of a member of Congress in connection with this

federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- (3) Contractor will include language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000.00 shall certify and disclose accordingly.

PROCUREMENT OF RECOVERED MATERIALS

(The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.)

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:
 - a) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b) Meeting contract performance requirements; or
 - c) At a reasonable price.
- (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines website, <http://www.epa.gov/cpg/>.
The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the "Solid Waste Disposal Act."

ACCESS TO RECORDS

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide the Client, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the Client and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

CHANGES

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, prohibits the Contractor from using equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate and to the extent consistent with law, the Contractor agrees, to the greatest extent practicable, prefer the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

AFFIRMATIVE SOCIOECONOMIC STEPS

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2_C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

COPYRIGHT AND DATA RIGHTS

"License and Delivery of Works Subject to Copyright and Data Rights"

The Contractor grants to the Client a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Client or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Client data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Client."

BYRD ANTI-LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor _____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C.Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

DEBARMENT/SUSPENSION CERTIFICATION

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E .O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and <https://acquisition.gov/far/index.html> see section 52.209-6.

The Contractor _____ certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM
Bidder: Please complete this form
and include with bid submission.

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

During the performance of this contract, the contractor agrees as follows:

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order.

In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM
Bidder: Please complete this form
and include with bid submission.

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

The following requirements and instructions **supersede** General Requirements where applicable.

1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

One (1) Original and Two (2) Bid Copies; with all copies to include a Completed Copy of this specifications packet, in its entirety.

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

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

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. <https://www.co.jefferson.tx.us/Purchasing/>

Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Bids must be submitted in complete original form by mail or messenger to the following address:

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

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

All submissions must be received by 11:00 am CT, Wednesday, December 14, 2022.

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

Jefferson County will not accept any responsibility for bids being delivered by third party carriers.

Late bids will not be accepted and will be returned unopened to the Bidder.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB.

All bid responses submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

COURTHOUSE SECURITY: All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver proposals must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal. Mondays and Tuesdays are particularly heavy days.

In response to the Covid-19 pandemic, Jefferson County has implemented precautionary measures as currently recommended by the CDC within its facilities. Bidders are strongly urged to plan accordingly.

COUNTY HOLIDAYS (2022):

January 17, 2022	Martin Luther King, Jr. Day	Monday
February 21, 2022	President's Day	Monday
April 15, 2022	Good Friday	Friday
May 30, 2022	Memorial Day	Monday
July 4, 2022	Independence Day	Monday
September 5, 2022	Labor Day	Monday
November 11, 2022	Veteran's Day	Friday
November 24 & 25, 2022	Thanksgiving	Thursday & Friday
December 23 & 26, 2022	Christmas	Friday & Monday
January 2, 2023	New Year's	Monday

Submissions During Time of Inclement Weather, Disaster, or Emergency:

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

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

2. PRE-BID MEETING

There will be a Pre-Bid Meeting at **10:00 am CT on Wednesday, November 30, 2022**, at the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701.

3. QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may only be submitted via email to **Jamey West, Contract Specialist** with the Jefferson County Purchasing Department at: Jamey.West@jeffcotx.us

The Deadline for asking questions or requesting additional information is **5:00 pm, CT, Monday, November 5, 2022.**

4. VENDOR REGISTRATION (System for Award Management).

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

In instances where a vendor has either an "Inactive" SAM Registration or is not currently registered with the System for Award Management, the Purchasing Department may *initially* accept proof (printout from the SAM website) that the vendor has begun the registration process in order for the IFB/RFQ/RFP submission to be considered as "responsive" to the specifications for the project.

However, the SAM Registration must be completed (showing "active" status, with no exclusions) prior to the award and/or execution of an agreement or contract for the project.

BIDDER: INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT (SAM) BEHIND THIS PAGE.

5. FORM 1295 (Texas Ethics Commission) SUBMISSION REQUIREMENT/INSTRUCTIONS FOR BIDDERS.

All Non-Exempt Bidders are required to submit a completed FORM 1295 with bid submission.

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

Vendors must enter the required information on Form 1295, and print a copy of the completed form.

The form will include a certification of filing that will contain a unique certification number.

2. Submit a FORM 1295 **hard copy** (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department **with bid submission**.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A sample of a completed FORM 1295 is included on **PAGE 34**.

FORM 1295 Implementation Background:

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

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

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

Question: Will the date of birth and address provided appear on the TEC’s website when the form is filed?

Answer: No. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application. Although the TEC does not capture the date of birth and street address of the signatory, the contracting state agency or governmental agency will have a physical copy of the form that includes the date of birth and address of the signatory. The TEC cannot answer whether the contracting state agency or governmental agency may release such information. Questions regarding the Texas Public Information Act may be directed to the Office of the Attorney General. See also *Paxton v. City of Dall.*, No. 03-13-00546-CV, 2015 Tex. App. LEXIS 5228, at *10-11 (App.—Austin May 22, 2015) (mem. op.) (pet. denied) (available here)

FORM 1295 EXEMPTIONS:

What type of contracts are exempt from the Form 1295 filing requirement under the amended law?

The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement.

A completed Form 1295 is not required for:

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

SAMPLE COMPLETED FORM 1295

CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
<p>Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.</p>		<p>OFFICE USE ONLY</p> <p style="font-size: 2em; transform: rotate(-45deg); opacity: 0.5;">Must file online at www.ethics.state.tx.us/File</p>	
<p>1 Name of business entity filing form, and the city, state and country of the business entity's place of business. **YOUR FIRM NAME HERE**</p>			
<p>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. **JEFFERSON COUNTY, TEXAS*</p>			
<p>3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. **BID/CONTRACT/PO NUMBER GOES HERE**</p>			
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
NAME OF PERSON/PERSONS THAT OWN BUSINESS GOES HERE. MUST LIST ANY PERSON THAT DOES NOT WORK FOR THE COMPANY LISTED IN #1 THAT WILL PROFIT FROM THE BID/CONTRACT/PO			
<p>5 Check only if there is NO Interested Party. <input type="checkbox"/></p>		<p>**ONLY CHECK IF NO CONTROLLING OR INTERMEDIARY PARTY**</p>	
<p>6 UNSWORN DECLARATION Vendor is to complete #6 - Unsworn Declaration</p>			
<p>My name is _____, and my date of birth is _____.</p>			
<p>My address _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)</p>			
<p>I declare under penalty of perjury that the foregoing is true and correct.</p>			
<p>Executed in _____ County, State of _____, on the _____ day of _____, 20____.</p> <p style="text-align: right;">(month) (year)</p>			
<p>_____ Signature of authorized agent of contracting business entity (Declarant)</p>			
<p>ADD ADDITIONAL PAGES AS NECESSARY</p>			

BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS (CONTINUED)

6. MULTIPLE VENDOR AWARD.

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

7. DELIVERY.

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

8. PAYMENT.

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

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

Invoices shall be submitted to:

Jefferson County Auditing Department
 Attention: Accounts Payable
 1149 Pearl Street, 7th floor
 Beaumont, TX 77701.

9. USAGE REPORTS.

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

10. INSURANCE.

The contractor (including any and all subcontractors as defined in Section 11.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

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

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

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations	\$1,000,000
Excess Liability	\$1,000,000

Property Insurance (policy below that is applicable to this project):

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation

Statutory Coverage (See Section 9 Below)

11. WORKERS' COMPENSATION INSURANCE

11.1 Definitions:

11.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

11.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

11.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

11.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

11.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 10 above.

11.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

11.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

11.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

11.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

11.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

11.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

- 11.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 11.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 11.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
 - 11.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
 - 11.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - 11.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 11.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 11.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
 - 11.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - 11.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - 11.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 11.1. – 11.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 11.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 11.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

BIDDER: INSERT COPY OF CERTIFICATE OF INSURANCE (COI) BEHIND THIS PAGE.

Note: For bid purposes, a general COI will suffice. However, a COI that includes the notation that “Jefferson County as an additional insured” will be required from Awarded Bidder(s) prior to the issuance of a Purchase Order.

BIDDER INFORMATION FORM

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

Bid Number & Name: Invitation for Bid (IFB 22-071/JW) Mesquite Point Public Boat Ramp

Bidder's Company/Business Name: _____

Bidder's TAX ID Number: _____

If Applicable: HUB Vendor No. _____ DBE Vendor No. _____

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

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

Fax Number (with area code): _____

Email Address: _____

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

Address

City, State, Zip Code

REQUIRED FORM
**Bidder: Please complete this form
and include with bid submission.**

SECTION 4: MINIMUM SPECIFICATIONS / SCOPE

The following requirements and specifications supersede General Bid Requirements where applicable.

Any questions relating to bid submission or bid item specifications requirements should be directed to Jamey West, Contract Specialist/Jefferson County Purchasing Department at 409-835-8593 or via email at: Jamey.West@jeffcotx.us Please reference Bid Number: IFB 22-071/JW.

GENERAL SCOPE OF PROJECT:

Jefferson County is soliciting bids for the construction of the Mesquite Point Public Boat Ramp Project consisting of replacing boat ramps and finger piers, dredging, civil site work, and retro fitting adjacent existing timber bulkheads with steel sheet piling.

1. **SUMMARY**

- A. Construct Work as described in the Contract Documents.
1. Provide the materials, equipment, and incidentals required to make the Project completely and fully operable.
 2. Provide the labor, equipment, tools, and consumable supplies required for a complete Project.

2. **DESCRIPTION OF WORK**

- A. Work is described in general, non-inclusive terms as:
1. A boat ramp facility reconstruction project consisting of ramp and finger pier replacement, bulkhead work, channel dredging, and civil site work, to include:
 - a. Replacement of two existing ramps and adjacent finger piers with concrete ramps and finger piers, including fendering and mooring bitts
 - b. Steel sheet piling over existing timber bulkheads adjacent to ramps, including concrete caps and adjacent sidewalk replacement
 - c. All necessary demolition and excavation to replace ramps, finger piers, and sidewalks
 - d. Mechanical and/or hydraulic dredging of approaches to ramps
 - e. Signage, striping, trash cans, and other parking lot appurtenances
 - f.

3. **WORK UNDER OTHER CONTRACTS**

- A. The Owner has no knowledge of work under other contracts, other than the Work included in this Contract, which may impact construction scheduling, testing, and startup.

4. **WORK BY OWNER**

No work is proposed to be performed by the Owner for this Project, other than light pole replacement noted in Section 5.

5. **CONSTRUCTION OF UTILITIES**

The Owner will coordinate with the utility provider to replace or relocate two existing light poles and associated wiring.

BID FORM

BIDDER INSTRUCTIONS: Please print clearly and complete Bid Form in its entirety.

Project:	Mesquite Point Public Boat Ramp		Project No.:		
Owner:	Jefferson County, Texas				
Design Professional:	Freese and Nichols, Inc.				
Offeror:					
Base Bid					
Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Extended Amount
Items in Base Bid (excluding Allowances) per Section 01 29 01 "Measurement and Basis for Payment"					
Part A - Demolition					
A1	DEMOLISH FINGER PIERS & BULKHEADS TO PROPOSED GRADE	LF	140		
A2	DEMOLISH FINGER PIER & SIDEWALK TO 3' AND 2' BELOW CURRENT GRADE	LF	129		
A3	DEMOLISH CONCRETE BOAT RAMP	CY	61		
A4	SAWCUT AND REMOVE EXISTING ASPHALT	SY	284		
SUBTOTAL Part A					
Part B - Earthwork					
B1	LANDSIDE GRADING RAMP APPROACHES	SY	196		
B2	DREDGING RAMP APPROACHES & PLACEMENT IN UPLAND COUNTY SITE	LS	1		
B3	FLOWABLE FILL FOR NORTH RAMP	CY	10		
B4	EXCAVATE AND CLEAN TOPSOIL FILL in S OF S RAMP	CY	33		
B5	GRADING & BERMUDA BROADCAST SEED & WATERING - S OF S RAMP	SY	100		
B6	RAMP EXCAVATION	CY	575		
SUBTOTAL Part B					
Part C - Boat Ramp					
C1	CIP BOAT RAMP SLAB	CY	90		
C2	RAMP GRAVEL BASE	CY	371		
C3	MIRAFI 1100N FILTER FABRIC	SY	550		
C4	DEWATERING (COFFERDAMMING ETC.)	LS	1		
C5	RAMP TOE RIPRAP	CY	34		
SUBTOTAL Part C					
Part D - Finger Piers					
D1	CIP COLUMNS	CY	5		
D2	CIP RETAINING WALLS	CY	45		
D3	CIP PIER BEAMS	CY	55		
D4	VERTICAL & HORIZONTAL DOCK FENDERING	LS	1		
D5	STAINLESS STEEL BITTS	EA	8		
SUBTOTAL Part D					

BID FORM (CONTINUED)

Part E - Bulkhead and Sidewalks						
E1	SIDEWALK PAVING (5000 PSI)	SY	52			
E2	8" COMPACTED SUBGRADE	SY	84			
E3	NZ-26 SHEET PILE	SF	3,166			
E4	COAL TAR EPOXY ON BOTH SIDES OF SHEE PILE (2 COATS)	SF	2,971			
E5	CONCRETE CAP (5,000 PSI)	CY	34			
E6	CRUSHED STONE BACKFILL (AASHTO NO. 57 STONE)	CY	60			
SUBTOTAL Part E						
Part F - Parking						
F1	EXTEND PAVEMENT (6" CONCRETE, 5000 PSI)	SY	85			
F2	PARKING TIES (CURB STOPS)	EA	3			
F3	TRAILER PARKING LIMIT STRIPING	LF	300			
SUBTOTAL Part F						
Part G - Miscellaneous						
G1	TRASH CAN RECEPTACLE	EA	1			
G2	HANDICAP SIGN AND PAINTED SYMBOL	EA	2			
G3	STORMWATER SWPP MEASURES	LS	1			
SUBTOTAL Part G						
A	Total Base Bid Items Amount (Sum of Extended Amounts for each Base Bid Line Item)					\$ -
PART H - Allowances in Base Bid per Section 01 23 10 "Alternates and Allowances"						
H1	ALLOWANCE FOR CONSTRUCTION MATERIALS TESTING	LS	1	\$10,000.00		\$10,000.00
H2	ALLOWANCE FOR UNANTICIPATED IMPROVEMENTS	LS	1	\$25,000.00		\$25,000.00
B	Total Allowance Amount (Sum of Extended Amounts for Each Allowance Line Item)					\$35,000.00
C	Total Base Bid with Allowances (Sum of A and B)					

Contract Time

L	Offeror agrees to reach Substantial Completion in	142	days
M	Offeror agrees to reach Final Completion in	152	days

BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):

Addendum 1 _____ Date Received _____
 Addendum 2 _____ Date Received _____
 Addendum 3 _____ Date Received _____

BIDDER: INCLUDE FULL, SIGNED, & ATTESTED COPY OF EACH ADDENDUM ISSUED WITH BID SUBMISSION.

REQUIRED FORM

Bidder: Please complete this form and include with bid submission.

BIDDER: INSERT COPY OF BID SURETY BEHIND THIS PAGE.

BIDDER: INSERT COMPLETED, SIGNED, AND ATTESTED ADDENDA BEHIND THIS PAGE.

VENDOR REFERENCES FORM

Bidder: 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.

REQUIRED FORM

Bidder: Please complete this form and include with bid submission.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work:

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work:

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

SIGNATURE PAGE

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

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

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

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

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

Bidder (Entity Name)

Signature

Street & Mailing Address

Print Name

City, State & Zip

Date Signed

Telephone Number

Fax Number

E-mail Address

REQUIRED FORM
Bidder: Please complete this form
and include with bid submission.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

<p>_____</p> <p>Signature of Contractor's Authorized Official</p> <p>_____</p> <p>Name and Title of Contractor's Authorized Official <i>(Please Print)</i></p> <p>_____</p> <p>Date</p>
--

<p>REQUIRED FORM</p> <p><u>Bidder:</u> Please complete this form and include with bid submission.</p>

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	Date Received	
<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>		
<p>3 Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center;">_____</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</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity Date</p>		

Adopted 8/7/2015

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

**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
1	Name of Local Government Officer	Date Received
2	Office Held	
3	Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code	
4	Description of the nature and extent of employment or other business relationship with vendor named in item 3	
5	<p>List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p align="center">(attach additional forms as necessary)</p>	
6	<p>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 align="right">_____</p> <p align="right">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 Printed name of officer administering oath Title of officer administering oath</p>	

Adopted 8/7/2015

**THIS FORM IS FOR
OFFICE USE ONLY**

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

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 contact within the Prime Contractor/Consultant’s organization)?
- Yes No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive Bidders?
- Yes No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
- Yes No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

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

Printed Name of Authorized Representative

Signature

Title

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

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

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

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

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

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

* This is the property amount identification number assigned by the Jefferson County Appraisal District.
 ** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HOUSE BILL 89 VERIFICATION

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

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

Pursuant to Section 2270.002, Texas Government Code:

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

Signature of Company Representative

Date

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

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

Notary Seal

Notary Signature

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

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

SAMPLE CONTRACT

ARTICLE 1 – 00 52 13

ARTICLE 2 – SAMPLE AGREEMENT

This Agreement is between **[specify name of Owner]** (Owner) and **[name of Contractor to be inserted at time of Contract execution]** (Contractor).

Owner and Contractor agree as follows:

WORK

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is designated as follows:

[Name of Project]
[Owner's Project Identification No.]

DESIGN PROFESSIONAL

The Design Professional for this Project is:

[Name of Design Professional]
[Office address]
[City, state, zip code]

CONSTRUCTION MANAGER

The Construction Manager for this Project is:

[Name of Construction Manager]
[Office address]
[City, state, zip code]

CONTRACT TIMES

Contract Times

The Work is required to be substantially complete within **[specify number]** days after the date when the Contract Times commence to run as provided in the General Conditions and complete and ready for final payment in accordance with the General Conditions within **[specify number]** days after the date of Substantial Completion.

Liquidated Damages

Owner and Contractor recognize that the Contract Times specified for **[Milestones, Critical Operations, and]** Substantial Completion and Final Completion are of the essence in the Contract. Owner and Contractor recognize that the Owner will suffer financial loss if the Work is not completed within the Contract Times specified in this Agreement **[and in Section 01 35 00 "Special Procedures"]** as may be adjusted in accordance with the General Conditions. Owner and Contractor also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed within the Contract Times. Accordingly, instead of requiring proof

of the amount of these damages, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

Contractor agrees to pay Owner \$[specify amount] for each day that expires after the time specified in this Agreement for Substantial Completion until the Work is substantially complete.

Contractor agrees to pay Owner \$[specify amount] for each day that expires after the time specified in this Agreement for Final Completion until the Work is completed and ready for final payment in accordance with the General Conditions.

Liquidated damages for failing to timely attain Substantial Completion and Final Completion are not additive and will not be imposed concurrently.

OPT will determine whether the Work has been completed within the Contract Times. Assessment of liquidated damages by the Owner does not waive the Owner's right to assess or collect additional damages which the Owner may sustain by the failure of the Contractor to perform in accordance with the terms of the Contract.

CONTRACT PRICE

Owner will pay the Contractor the following amount for completion of the Work in accordance with the Contract Documents:

A	Lump Sum Base Bid Amount excluding Allowances	\$
B	Allowance [Designation [Brief Description]	\$
C	Allowance [Designation [Brief Description]	\$
D	Lump Sum Contract Price (Sum of A through C)	\$
Allowances will be adjusted per the General Conditions		

PAYMENT PROCEDURES

Submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by the Construction Manager per Section 01 29 00 "Application for Payment Procedures."

Owner will make progress payments on or about the [25th] day of each month during performance of the Work. Payment is based on the total earned value of Work completed in the previous month in accordance with the Schedule of Values established as provided in the General Conditions.

Payment will be made for the total earned value of Work completed in the previous month after deducting:

Retainage calculated per this Agreement;

Set-offs determined in accordance with the General Conditions; and

The total amount of payments previously made.

Retainage

Progress payments will be made in an amount equal to 90 percent of the total earned value to date for completed Work and properly stored materials. The remaining 10 percent of the total earned value to date will be held as retainage in accordance with Tex. Gov't Code Chapter 2252.

Release or reduction in retainage is contingent upon the consent of surety to the reduction in retainage. Submit a Consent of Surety Company to Reduction of or Partial Release of Retainage form as provided by or approved by the Construction Manager.

Owner will pay the remainder of the Contract Price as recommended by Construction Manager in accordance with the General Conditions upon Final Completion and acceptance of the Work.

PAYMENT OF INTEREST

No interest payments will be paid to the Contractor for invoices not paid when due as provided in the General Conditions.

CONTRACTOR'S REPRESENTATIONS

The Contractor makes the following representations:

Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

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

Contractor is familiar with Laws and Regulations that may affect cost, progress, and performance of the Work.

Contractor has carefully studied the following Site related reports and drawings as identified in the Supplementary Conditions:

Geotechnical Data Reports regarding subsurface conditions at or adjacent to the Site;

Drawings of physical conditions relating to existing surface or subsurface structures at the Site;

Underground Facilities referenced in reports and drawings;

Reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site; and

Technical Data related to each of these reports and drawings.

Contractor has considered the:

Information known to Contractor;

Information commonly known to contractors doing business in the locality of the Site;

Information and observations obtained from visits to the Site; and

The Contract Documents.

Contractor has considered the items identified in this Article with respect to the effect of such information, observations, and documents on:

The cost, progress, and performance of the Work;

The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and

Contractor's safety precautions and programs.

Based on the information and observations referred to in the preceding paragraphs, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

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

Contractor has correlated the information known to the Contractor, **[information and observations obtained from visits to the Site,]** reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

Contractor has given the Construction Manager written notice of all conflicts, errors, ambiguities, or discrepancies that the Contractor has discovered in the Contract Documents, and the written resolution provided by the Construction Manager is acceptable to the Contractor.

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

Contractor's entry into this Agreement constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ACCOUNTING RECORDS

Accounting Record Availability: Contractor is to establish and maintain, in accordance with generally accepted accounting practices, full and detailed accounting records of materials incorporated into the Project, and labor, tools, materials, and equipment used for the Work, consistent with the requirements of the General Conditions and as necessary for proper financial management under this Agreement. Subject to prior written notice, provide Owner reasonable access during normal business hours to Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and the Contractor's fee. Preserve all such documents for a period of 3 years after the final payment by the Owner.

OTHER REQUIREMENTS

Ineligibility to Receive State Grants or Loans or Receive Payment on State Contracts: As required by Tex. Fam. Code Section 231.006, Contractor certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

Workers' Compensation Insurance

By signing this Agreement, Contractor certifies that it provides workers' compensation insurance coverage for all employees employed on this Project pursuant to Tex. Lab. Code Section 406.096(a).

As required by Section 406.096(b), Contractor must require each Subcontractor to certify in writing to the Contractor that the Subcontractor provides workers' compensation insurance coverage for all of the employees it employs on this Project. Contractor must provide these certifications to the Owner within **[10]** days of the Effective Date of the Agreement.

Prohibition on Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organizations

Tex. Gov't Code Chapter 2252, Subchapter F, prohibits the award of governmental contracts to companies engaged in business with Iran, Sudan, or foreign terrorist organizations.

By signing this Agreement, Contractor certifies that it is not ineligible to be awarded this Contract under Chapter 2252, Subchapter F.

Prohibition on Contracts with Certain Companies that Boycott Israel

Tex. Gov't Code Chapter 2271 prohibits a governmental entity from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

By signing this Agreement, Contractor certifies that it does not boycott Israel and will not boycott Israel during the term of this Contract.

Prohibition on Contracts with Companies Boycotting Certain Energy Companies

Tex. Gov't Code Chapter 2274, as added by SB 13 during the 87th Leg., prohibits a governmental entity from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract.

By signing this Agreement, Contractor certifies that it does not boycott energy companies and will not boycott energy companies during the term of this Contract.

Prohibition on Contracts with Companies Boycotting Certain Energy Companies

Tex. Gov't Code Chapter 2274, as added by SB 19 during the 87th Leg., prohibits a governmental entity from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

By signing this Agreement, Contractor certifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of the contract.

Certificate of Interested Parties: Contractor must complete and submit a Certificate of Interested Parties (Form 1295) to the Owner with the signed Agreement as required by Tex. Gov't Code Section 2252.908.

VENUE

Contractor agrees that venue lies exclusively in **[specify county]** County, Texas for any legal action.

CONTRACT DOCUMENTS

Contract Documents

Specifications Sections listed in Section 00 01 10 "Table of Contents" except as specifically excluded in Paragraph **[12.02]**.

Drawings listed in the **[Sheet Index on the Drawings.] [Section 00 01 15 "List of Drawings."]**

Addenda (Numbers 00 91 01 to 00 91 **[XX]**, inclusive).

Appendices listed in Section 00 01 10 "Table of Contents" except as specifically excluded in Paragraph [12.02].

Include the paragraph below if there are funding agency documents that are required to be a part of the Contract Documents.

The following Funding Agency forms are Contract Documents:

[List Funding Agency forms which are to be included as Contract Documents by Section Number or by Title.]

The following are also Contract Documents which may be delivered or issued on or after the Effective Date of the Contract:

Notice to Proceed.

Contract Amendment(s).

Change Order(s).

Field Order(s).

Work Change Directive(s).

There are no Contract Documents other than those listed above in this Paragraph. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

Bidding Requirements and Informational Documents

The following Bidding Requirements are not Contract Documents:

[Specify/list each Section listed in Section 00 01 10 "Table of Contents" prior to Section 00 52 13 "Agreement" and other excluded documents as necessary for each project.]

The following documents are provided for information only and are not part of the Contract Documents:

[Geotechnical Investigation Report.]

[Specify/list other documents as necessary for each project.]

The Effective Date of the Contract is **[date to be inserted at the time of contract execution]**.

Owner: _____
(typed or printed)

Contractor: _____
(typed or printed)

By: _____
(individual's signature)

By: _____
(individual's signature)

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Title: _____
(typed or printed)
(Attach evidence of authority to sign)

Address for giving notice:

Address for giving notice:

Designated representative:

Designated representative:

Name: _____

Name: _____

Title: _____

Title: _____

Address:

Address:

Phone: _____

Phone: _____

Email: _____

Email: _____

END OF SECTION

BID AFFIDAVIT

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

STATE OF _____ COUNTY OF _____

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

on this day personally appeared _____, who
(name)

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

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

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

Name and address of Bidder: _____

Fax: _____ Telephone# _____

by: _____ Title: _____
(print name)

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named

_____ on

this the _____ day of _____, 20__.

REQUIRED FORM
Bidder: Please complete this form
and include with bid submission.

Notary Public in and for
the State of _____

CALL BEFORE YOU DIG!



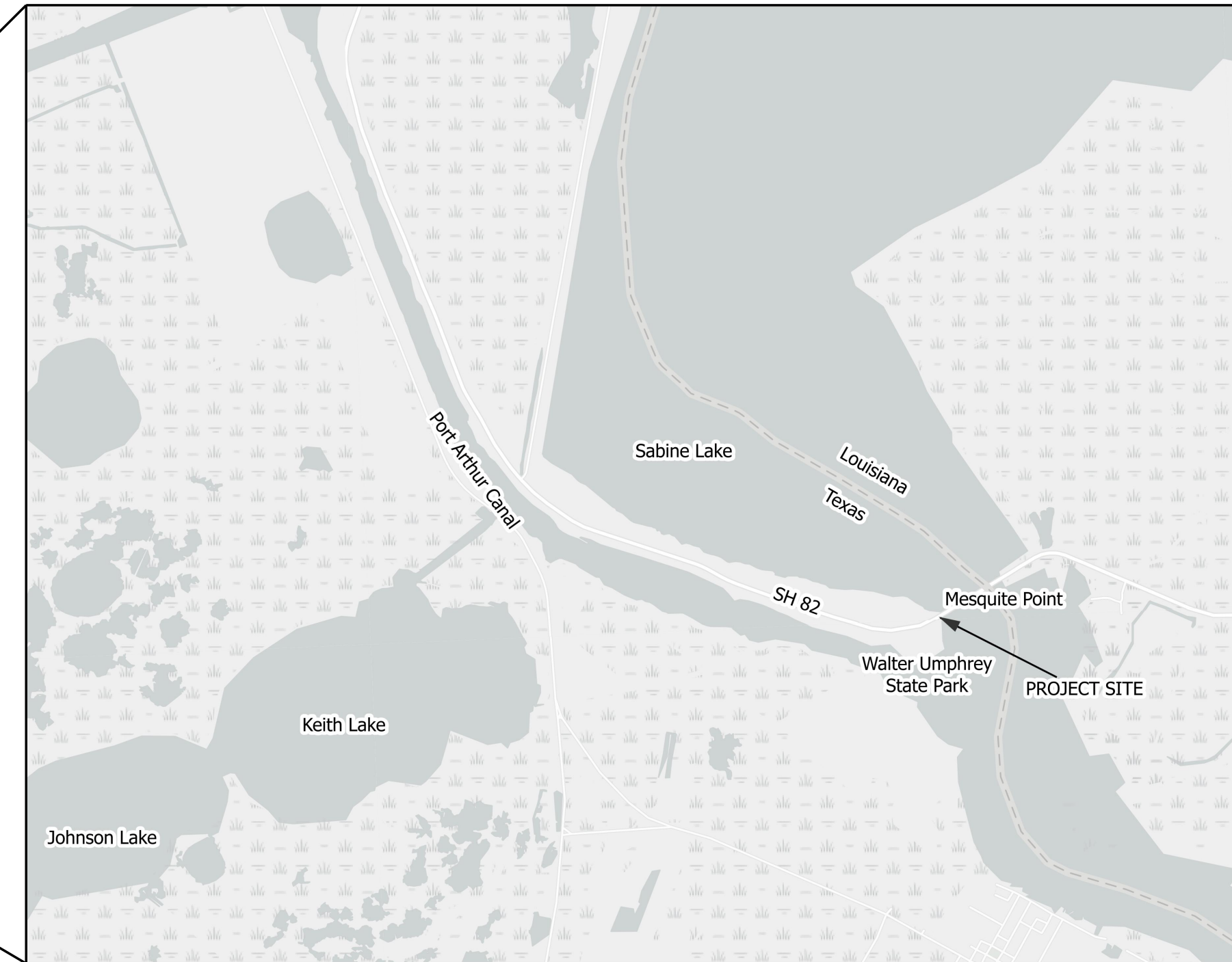
PARTICIPANTS REQUEST
48 HOURS NOTICE BEFORE YOU DIG,
DRILL, OR BLAST - STOP AND CALL

811

THE LONE STAR
NOTIFICATION COMPANY
AT 1-800-669-8344



1 LOCATION MAP
G-01 NOT TO SCALE



2 VICINITY MAP
G-01 1" = 50,000'



MESQUITE POINT PUBLIC BOAT RAMP

SABINE PASS
JEFFERSON COUNTY, TX

PREPARED BY:

FREESE & NICHOLS
10497 Town and Country Way,
Suite 500
Houston, Texas 77024
Phone - (713) 600-6800
Web - www.freese.com
Engineering Firm F-2144



NOVEMBER 2022

11/02/2022

SHEET INDEX		
SEQ.	SHEET	DRAWING TITLE
GENERAL		
1	G-01	COVER SHEET
2	G-02	GENERAL NOTES, LEGEND, & QUANTITIES
3	G-03	EXISTING OVERALL TOPOGRAPHY PLAN
CIVIL		
4	C-01	DEMOLITION (SOUTH)
5	C-02	PROPOSED SITE PLAN LAYOUT
6	C-03	CIVIL PLANS (SOUTH)
7	C-04	GRADING PLAN (SOUTH)
8	C-05	DREDGING
9	C-06	DREDGE MATERIAL PLACEMENT
10	C-07	MISCELLANEOUS SECTIONS
STRUCTURAL		
11	S-01	GENERAL STRUCTURAL NOTES
12	S-02	RAMP FOUNDATION PLAN
13	S-03	SECTIONS I
14	S-04	SECTIONS II
15	S-05	BULKHEAD SECTION AND DETAILS

CONTROL POINT TABLE				
POINT #	NORTHING	EASTING	ELEVATION	RAW DESCRIPTION
1001	13,861,611.51	3,586,877.22	3.30'	IRON ROD W/ PLASTIC CAP "CONTROL POINT"
1002	13,861,433.68	3,586,542.79	6.46'	IRON ROD W/ PLASTIC CAP "CONTROL POINT"
1003	13,861,964.25	3,586,720.91	2.15'	IRON ROD W/ PLASTIC CAP "CONTROL POINT"
1004	13,861,602.97	3,586,402.97	8.13'	IRON ROD W/ PLASTIC CAP "CONTROL POINT"

BORING TABLE		
BORING NUMBER	SURFACE ELEVATION	COORDINATES
LB-1	2.0'	N 29° 45' 51.81" W 93° 53' 53.54"
MB-1	-6.0'	N 29° 45' 54.80" W 93° 53' 52.90"
MB-2	-6.0'	N 29° 45' 54.00" W 93° 53' 52.40"
MB-3	-10.0'	N 29° 45' 51.50" W 93° 53' 51.90"

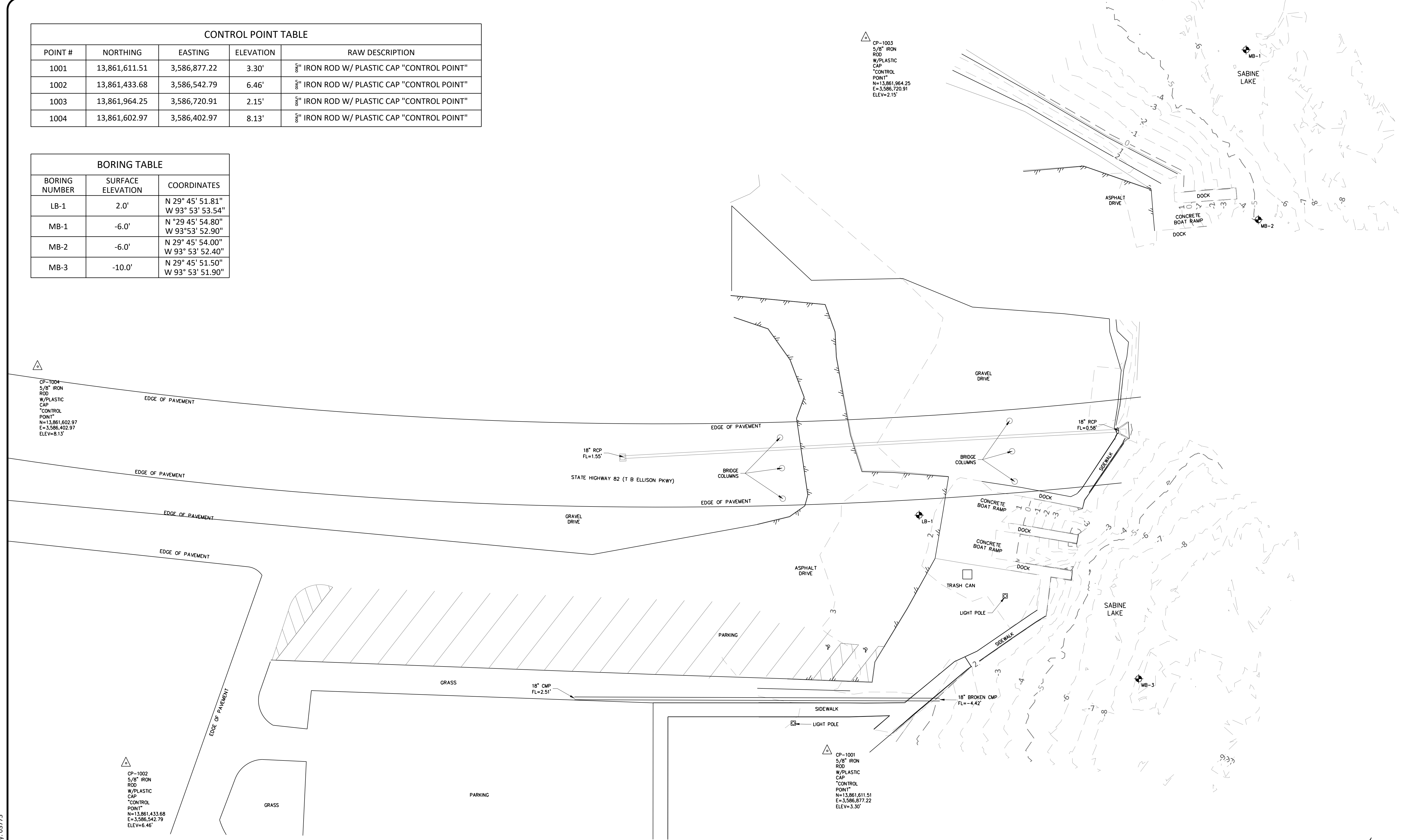
Freeze and Nichols, Inc.
Texas Registered Engineering Firm F-2144

11/02/2022

FREEZE & NICHOLS
10497 Town and Country Way,
Suite 500 Houston, Texas 77024
Phone - (713) 600-6800
Web - www.freeze.com

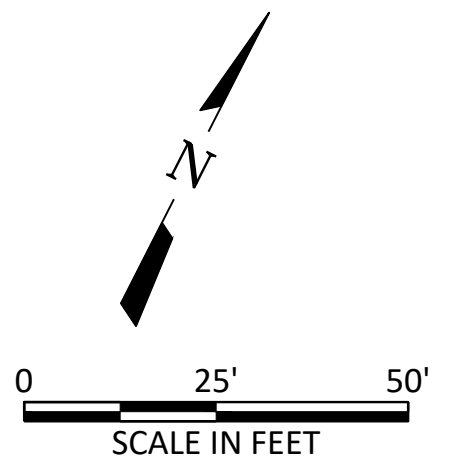
JEFFERSON COUNTY, TX
MESQUITE POINT PUBLIC BOAT RAMP
GENERAL
EXISTING OVERALL TOPOGRAPHY PLAN

NO.	ISSUE	DATE	BY	FILE NAME
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DESIGNED	CAS	DATE	11/17/2022	FILE NAME
DRAWN	KBH	DATE	11/17/2022	FILE NAME
REVISIONS	KBH	DATE	11/17/2022	FILE NAME
CHECKED	NAC	DATE	11/17/2022	FILE NAME
PROJECT NO.	JFF21789	DATE	11/17/2022	FILE NAME
PROJECT NAME		DATE	11/17/2022	FILE NAME
PROJECT LOCATION		DATE	11/17/2022	FILE NAME
PROJECT DESCRIPTION		DATE	11/17/2022	FILE NAME
PROJECT STATUS		DATE	11/17/2022	FILE NAME
PROJECT OWNER		DATE	11/17/2022	FILE NAME
PROJECT CONTACT		DATE	11/17/2022	FILE NAME
PROJECT ADDRESS		DATE	11/17/2022	FILE NAME
PROJECT PHONE		DATE	11/17/2022	FILE NAME
PROJECT FAX		DATE	11/17/2022	FILE NAME
PROJECT EMAIL		DATE	11/17/2022	FILE NAME
PROJECT WEBSITE		DATE	11/17/2022	FILE NAME
PROJECT SOCIAL MEDIA		DATE	11/17/2022	FILE NAME
PROJECT OTHER		DATE	11/17/2022	FILE NAME

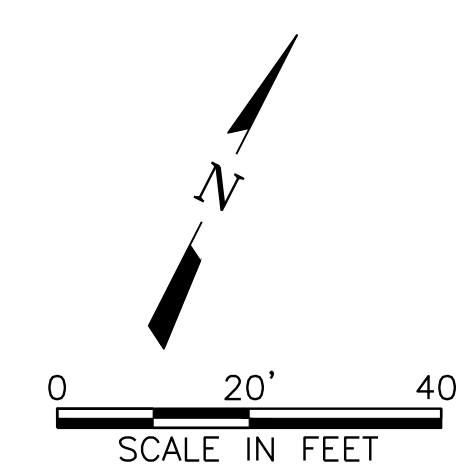
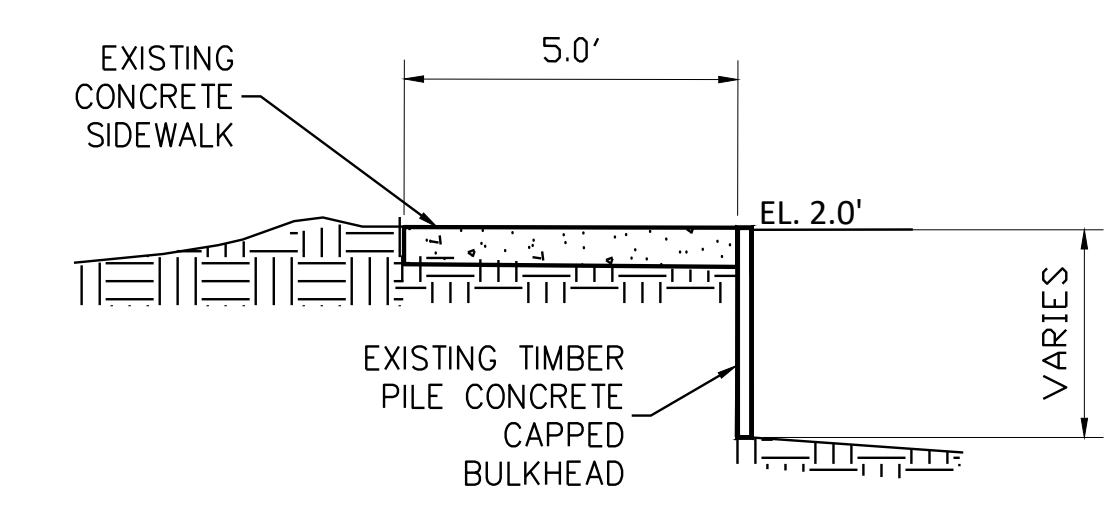
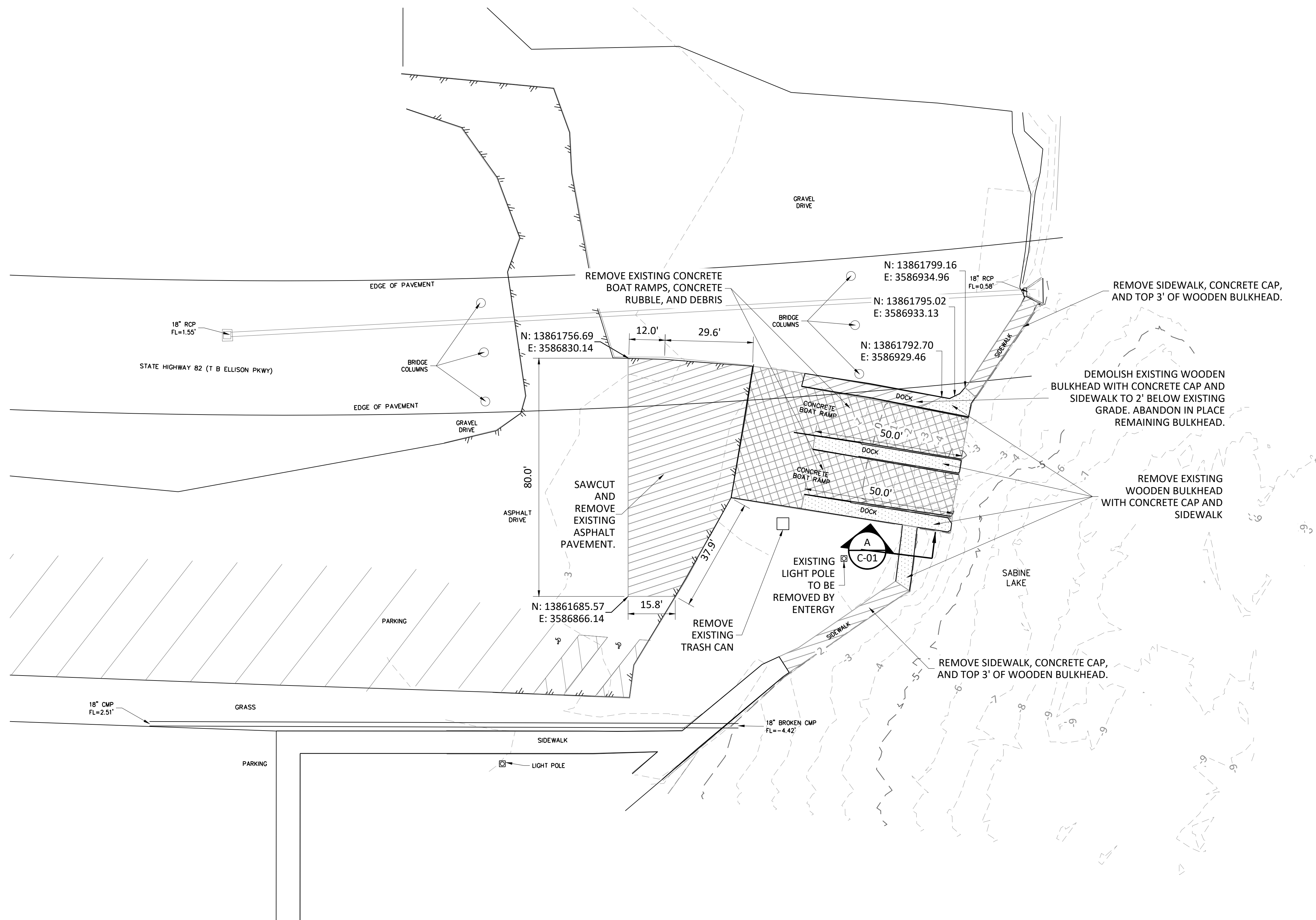


1
G-03
EXISTING OVERALL TOPOGRAPHY PLAN
1" = 25'

- NOTES**
- ALL BEARINGS AND COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204) NAD 83 (2001 ADJ.; EPOCH 2010.0) USING THE TXDOT VRS SYSTEM. ALL COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A TXDOT SURFACE ADJUSTMENT FACTOR OF 1.00007.
 - ALL PROJECT ELEVATIONS ARE REFERENCED TO NAVD88, GEOID 12B AND BASED ON GPS OBSERVATION MEANS USING THE TXDOT VRS SYSTEM AT THE TIME OF THE SURVEY.
 - ALL MEASUREMENTS ARE U.S. SURVEY FEET.
 - SURVEY WAS PERFORMED IN DECEMBER 2021.



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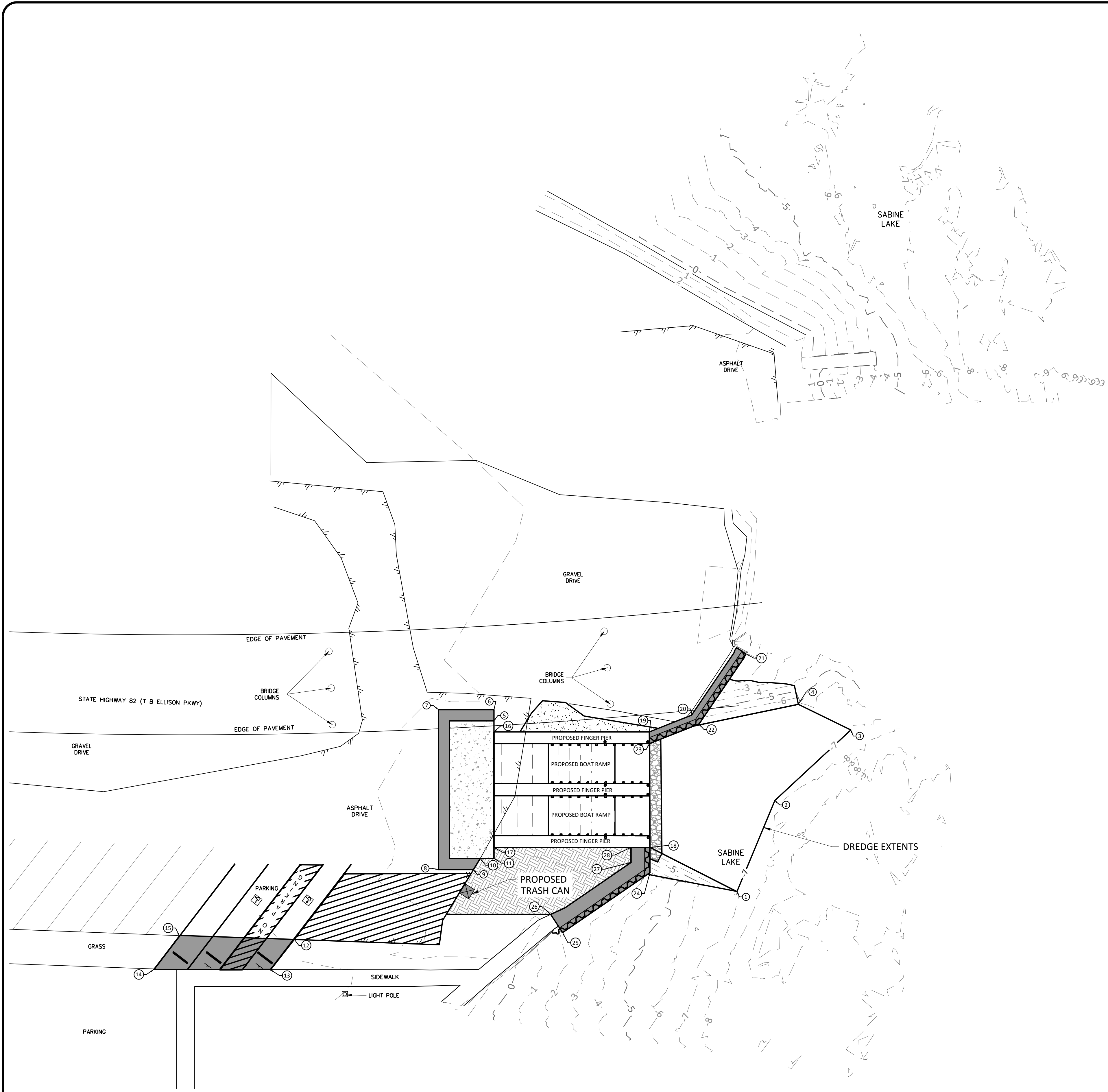


1
 C-01
 DEMOLITION PLAN (SOUTH)
 1"=20'

JEFFERSON COUNTY, TX
MESQUITE POINT PUBLIC BOAT RAMP
 CIVIL
DEMOLITION SOUTH

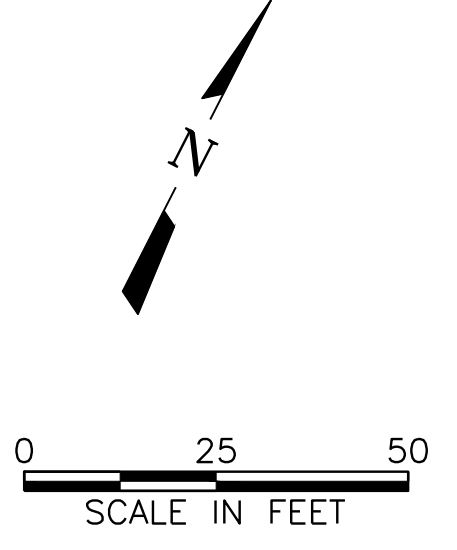
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SHEET								C-01
SEQ.								4

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1
 C-02
PROPOSED SITE LAYOUT
 1"=25'

POINT TABLE		
DREDGING EXTENTS		
POINT #	NORTHING	EASTING
1	13,861,737.75	3,586,990.42
2	13,861,782.03	3,586,987.03
3	13,861,825.88	3,587,003.10
4	13,861,825.43	3,586,976.78
CONCRETE PAVEMENT		
POINT #	NORTHING	EASTING
5	13,861,756.62	3,586,858.01
6	13,861,761.07	3,586,855.74
7	13,861,749.72	3,586,833.46
8	13,861,685.57	3,586,866.14
9	13,861,692.72	3,586,880.19
10	13,861,698.55	3,586,880.62
11	13,861,701.37	3,586,886.15
12	13,861,628.09	3,586,822.57
13	13,861,611.07	3,586,819.15
14	13,861,587.10	3,586,772.24
15	13,861,606.09	3,586,775.67
BOAT RAMP		
POINT #	NORTHING	EASTING
16	13,861,752.16	3,586,860.28
17	13,861,705.83	3,586,883.88
18	13,861,737.65	3,586,946.48
19	13,861,783.93	3,586,922.65
SIDEWALK		
POINT #	NORTHING	EASTING
20	13,861,799.28	3,586,936.16
21	13,861,834.96	3,586,945.41
22	13,861,797.25	3,586,940.95
23	13,861,779.27	3,586,925.05
24	13,861,727.53	3,586,951.62
25	13,861,685.68	3,586,928.83
26	13,861,690.54	3,586,920.35
27	13,861,727.80	3,586,941.96
28	13,861,733.84	3,586,938.87



Freeze and Nichols, Inc.
 Texas Registered Engineering Firm F-2144

11-2-2022

FREEZE & NICHOLS
 Town and Country Way,
 Suite 500
 Houston, Texas 77024
 Phone: (713) 600-6800
 Web: www.freeze.com

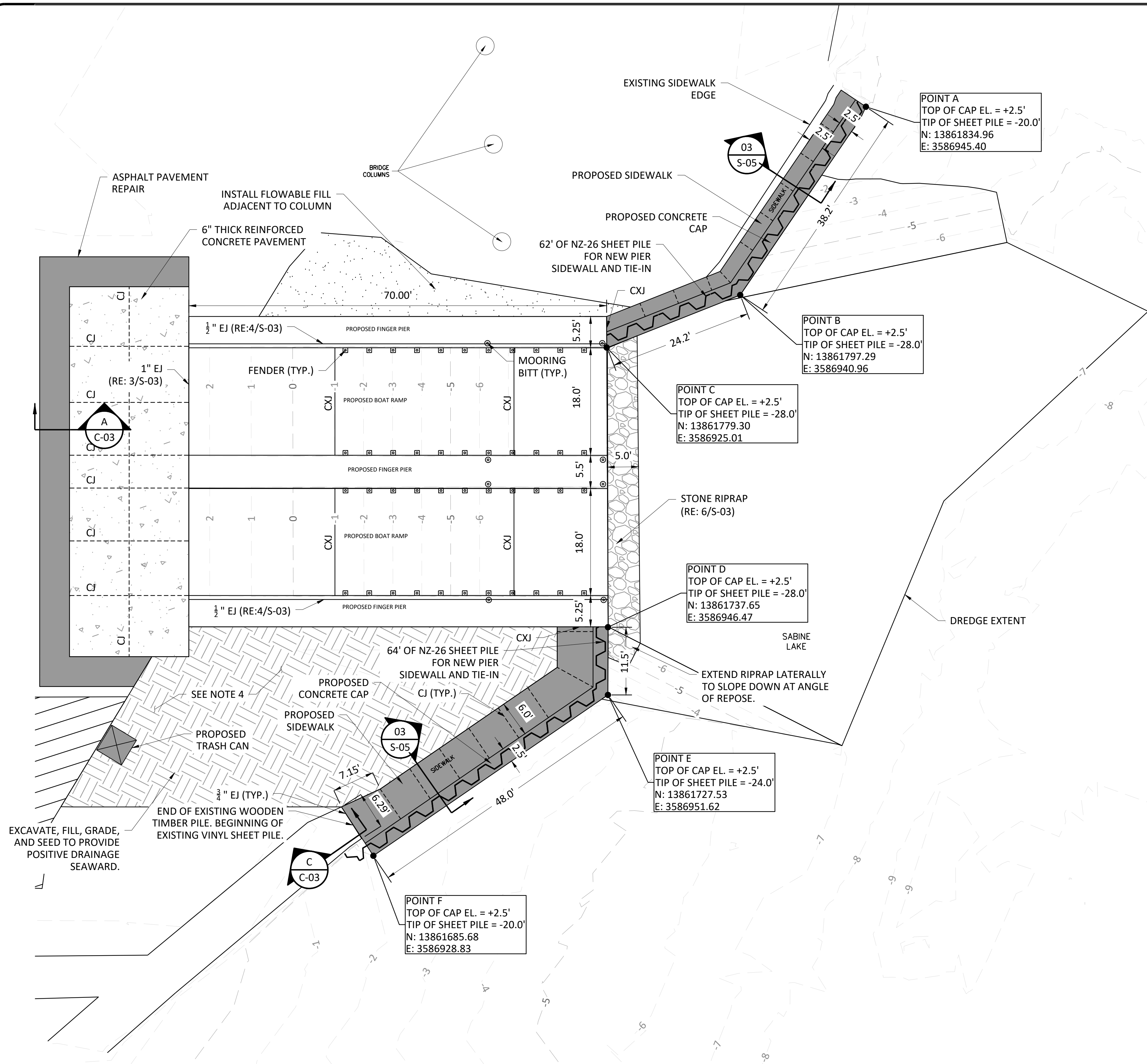
JEFFERSON COUNTY, TX
MESQUITE POINT PUBLIC BOAT RAMP
 CIVIL
PROPOSED SITE LAYOUT

NO.	ISSUE	DATE	BY	FILE NAME
				CV-ALL-PL-LAYT.dwg
0	VERIFY SCALE			Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.
1				
2				
3				
4				
5				

RF&N JOB NO. JFF21789
 DATE 11/17/2022
 DESIGNED NAC
 DRAWN KBH
 REVISED
 CHECKED RG
 FILE NAME

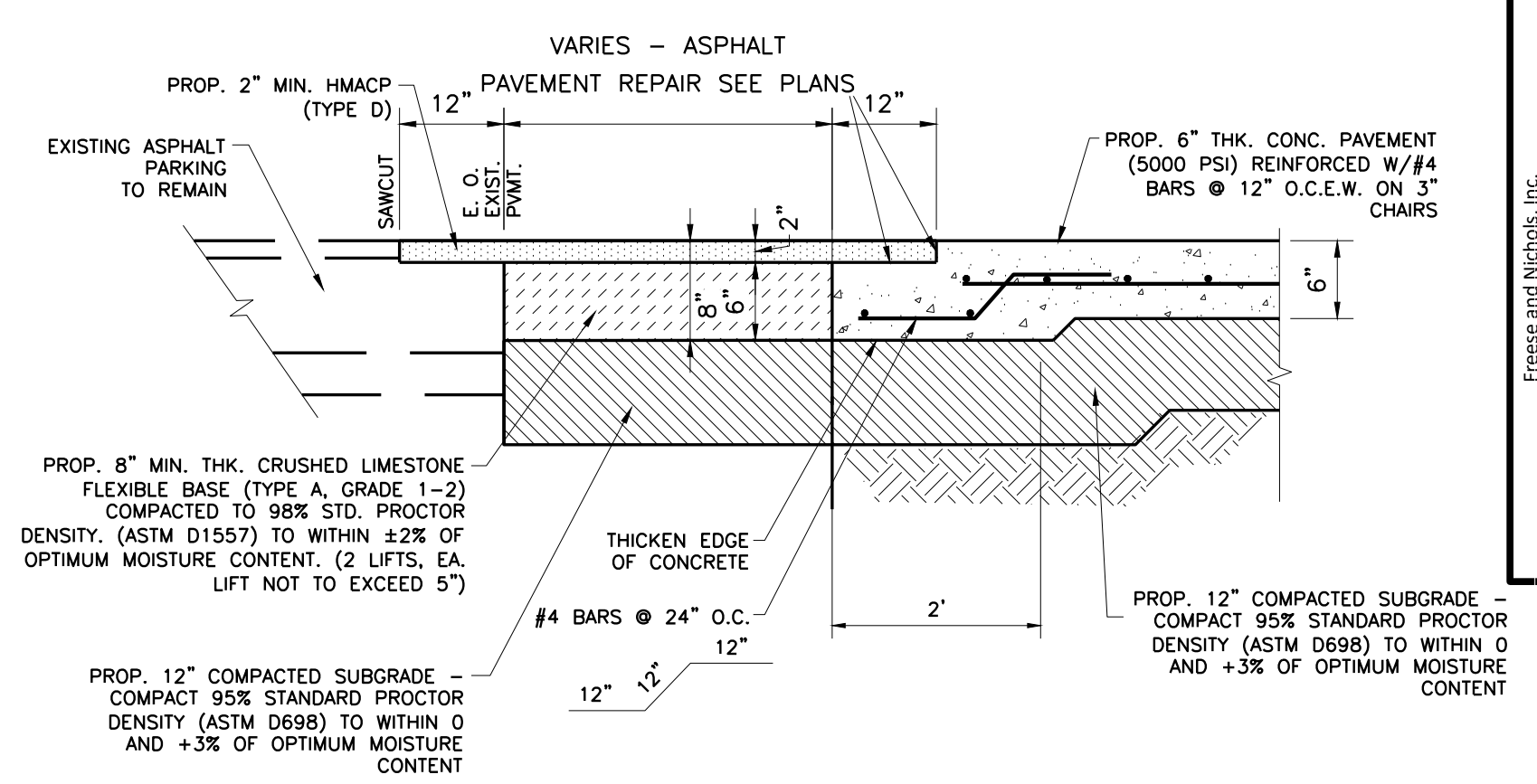
SHEET **C-02**
 SEQ. 5

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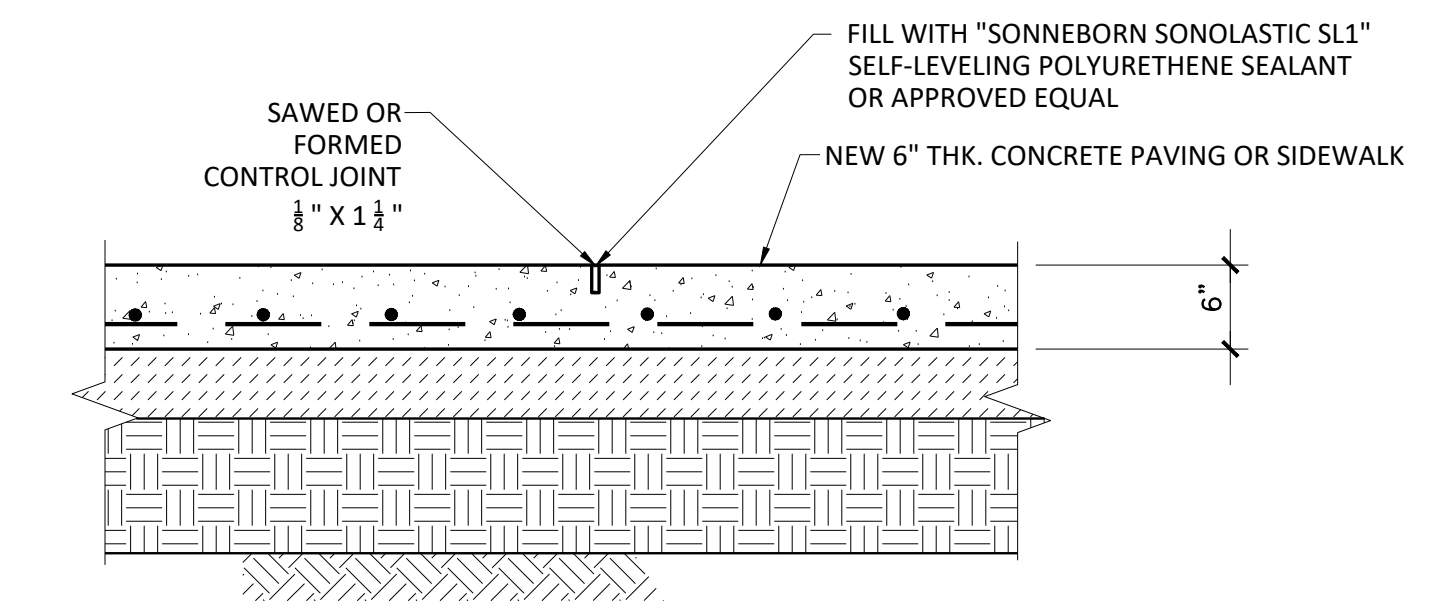


- NOTES**
1. SHEET PILE TIP ELEVATION CHANGES LINEARLY BETWEEN POINTS.
 2. TOP PORTION OF SHEET PILE WITHOUT CONCRETE CAP SHALL BE COATED ON BOTH SIDES PER STRUCTURAL GENERAL NOTES. REFER TO SHEET S-01.
 3. SHEET PILE WILL NOT BE STABLE WITHOUT HYDROSTATIC PRESSURE FROM WATER SIDE. CONTRACTOR IS RESPONSIBLE TO PROVIDE ADEQUATE SHORING IF SHEET PILE IS INSTALLED WHILE DEWATERING OCCURS DURING CONSTRUCTION.
 4. EXCAVATE EXISTING SOILS WITHIN THE SHADED AREA TO 6" BELOW THE PROPOSED TOP OF SIDEWALK. REMOVE AND DISPOSE OF ANY CONCRETE RUBBLE AND CONSTRUCTION DEBRIS. BACKFILL WITH CLEAN TOPSOIL AND ROLL WITH SUITABLE CONSTRUCTION EQUIPMENT AS REQUIRED FOR INITIAL STABILITY. TOPSOIL SHALL MATCH THE TOP OF PROPOSED SIDEWALK CROWNING IN THE CENTER TO MAINTAIN POSITIVE DRAINAGE 2% MIN, 4% MAX. MATCH EXISTING GRADES AND INSTALL BERMUDA SEEDING ON ALL DISTURBED AREAS.
 5. BACKFILL FOR ENTIRE VOLUME OF EXCAVATION ADJACENT TO THE BRIDGE COLUMNS SHALL BE EXCAVATABLE FLOWABLE FILL WITH A MINIMUM THICKNESS OF 12" AND SHALL BE PLACED TO WITHIN 6" OF THE FINAL FINISHED GRADE. (FLOWABLE FILL TO CONFORM TO TXDOT REQUIREMENTS SHOWN ON TABLE 2 OF ITEM 401). BACKFILL THE REMAINING 6" WITH CLEAN NATIVE SOILS TO MATCH EXISTING. REFER TO B/C-03 FOR CONTROL JOINT (CJ) DETAILS AND REFER TO 2/S-05 FOR CONSTRUCTION JOINT (CXJ) DETAILS.

1
 C-03 **CIVIL PLANS (SOUTH)**
 1"=10'

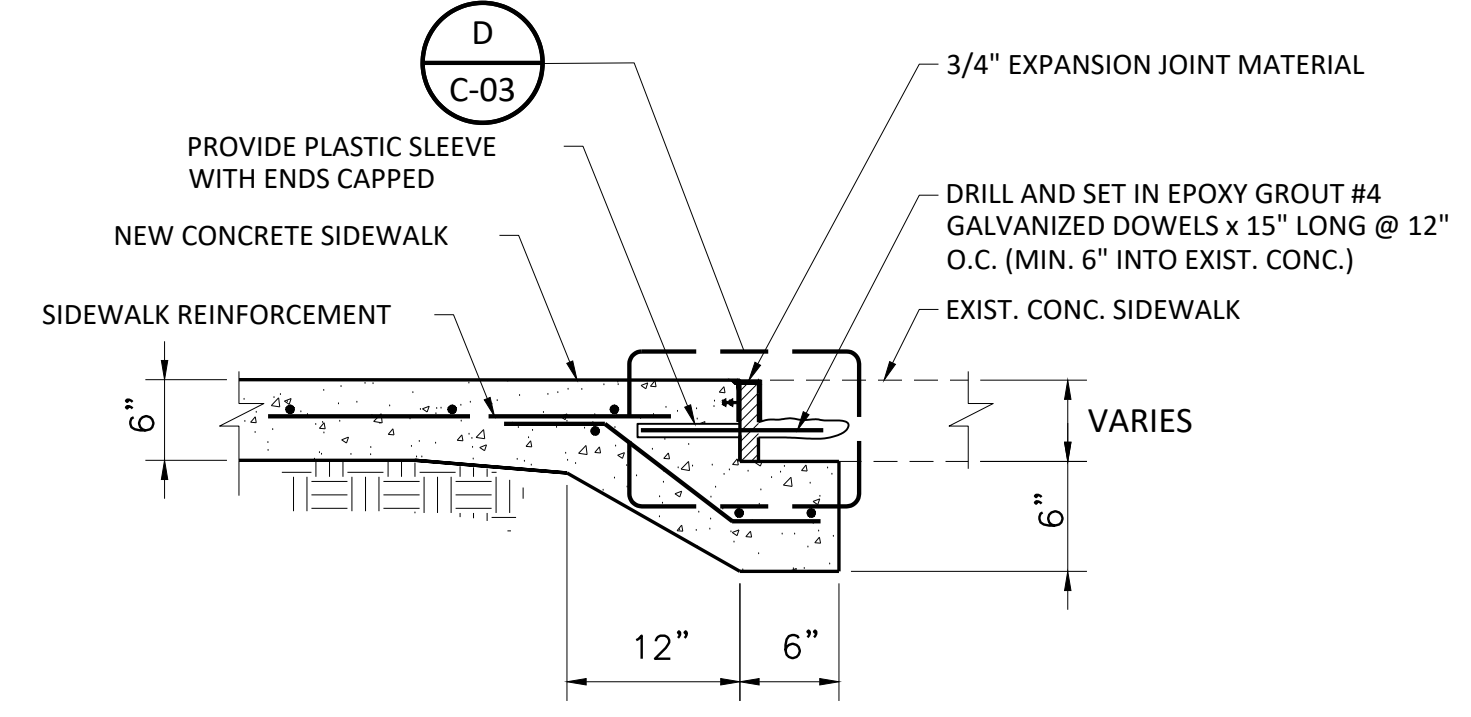


A
 C-03 **CONCRETE PAVEMENT TO ASPHALT TIE-IN DETAIL**
 NOT TO SCALE

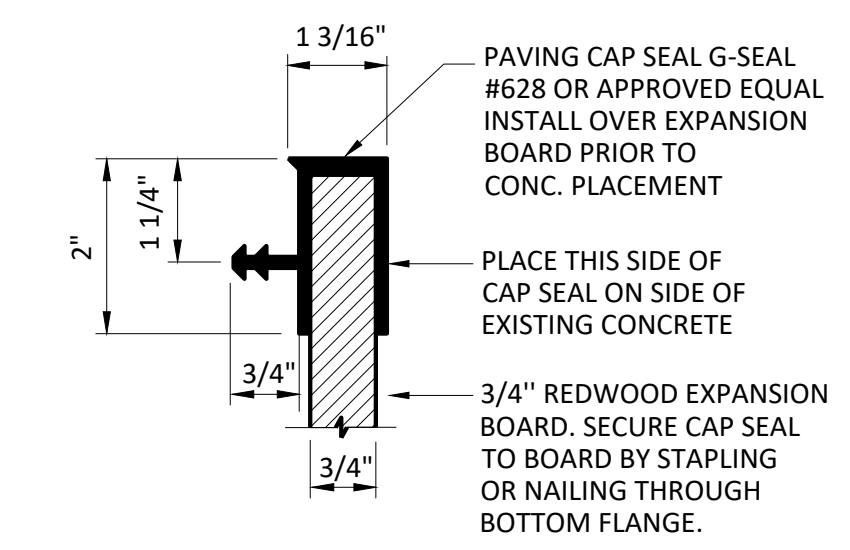


SAWCUT NOTE:
 1. USE CONVENTIONAL SAW TO CUT JOINTS AS SOON AS THE CONCRETE HAS HARDENED SUFFICIENTLY TO PREVENT AGGREGATES FROM BEING DISLODGED BY THE SAW.

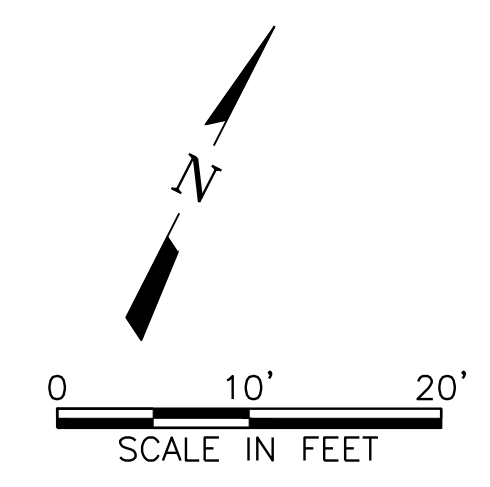
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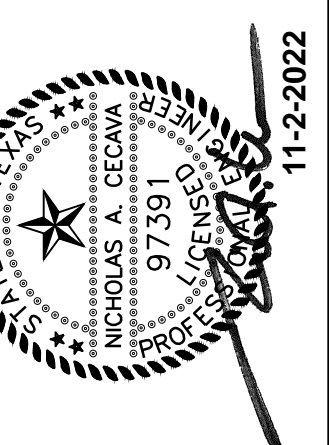
C
 C-03 **EXISTING SIDEWALK TIE-IN EXPANSION JOINT DETAIL**
 NOT TO SCALE



D
 C-03 **CAP SEAL DETAIL**
 NOT TO SCALE



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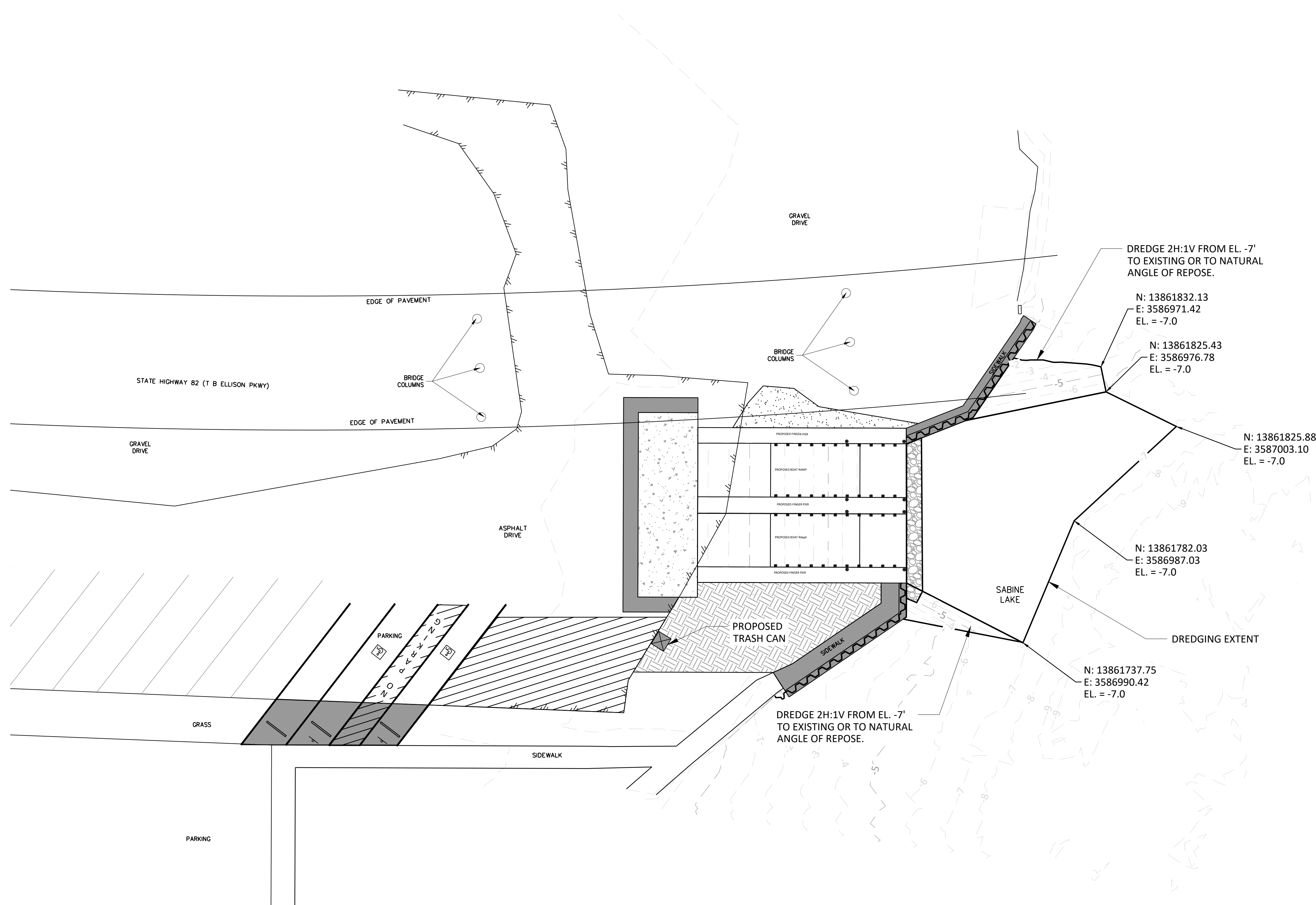
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 Phone (713) 600-6800
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JEFFERSON COUNTY, TX
MESQUITE POINT PUBLIC BOAT RAMP
 CIVIL
CIVIL PLANS SOUTH

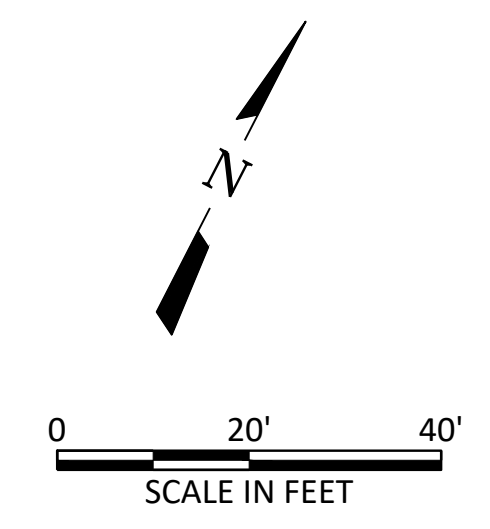
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JEFFERSON COUNTY, TX
MESQUITE POINT PUBLIC BOAT RAMP

CIVIL
DREDGING PLAN

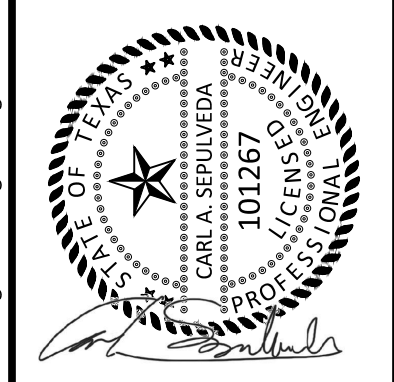


1 DREDGING PLAN (SOUTH)
C-05 1"=20'



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				C-05
				8

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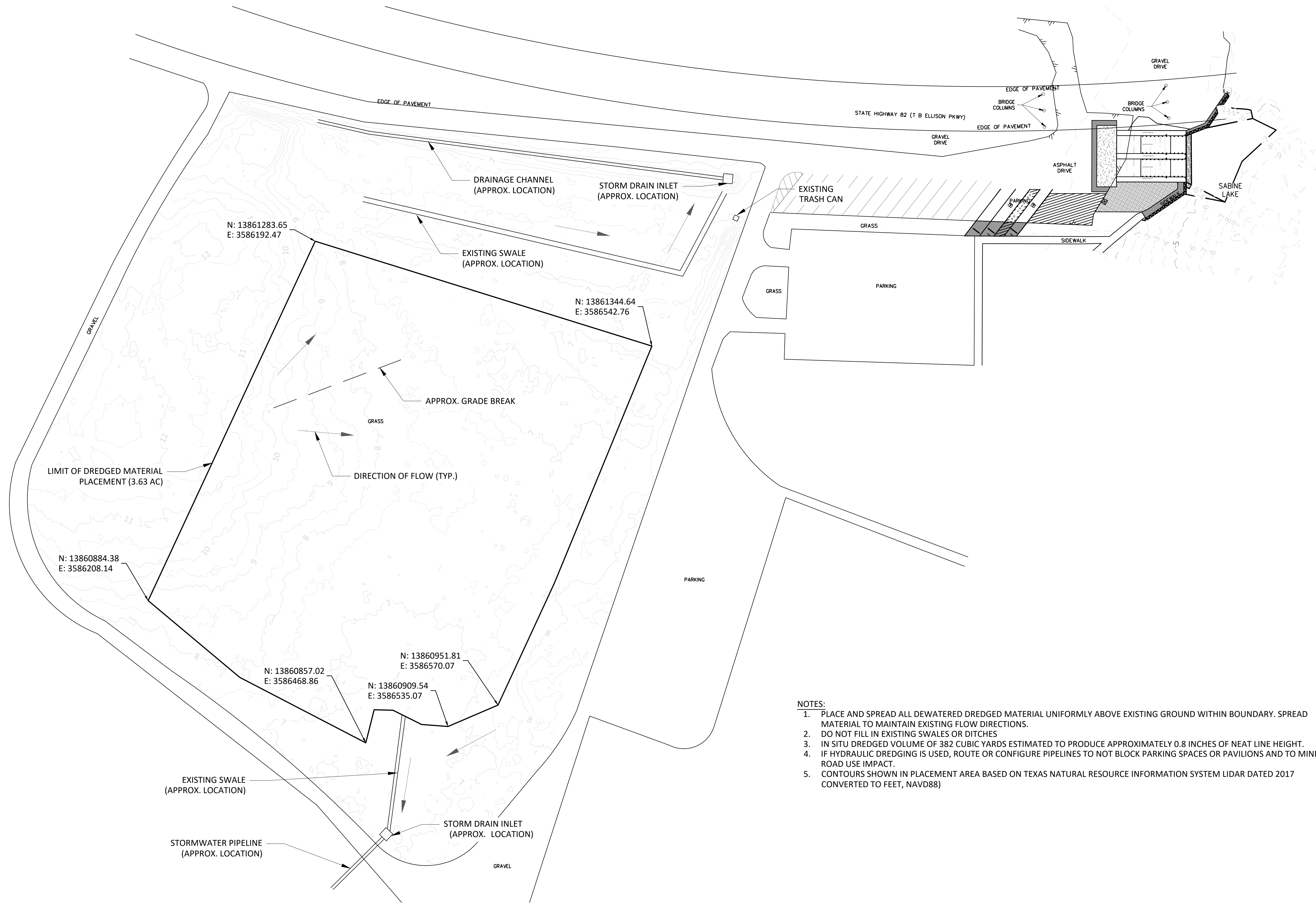
CIVIL

DREDGED MATERIAL PLACEMENT

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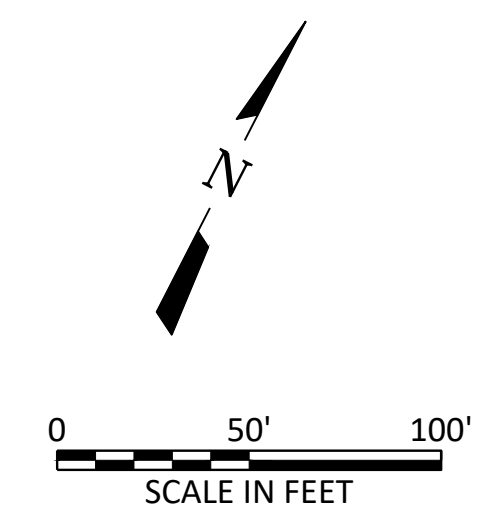
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SEQ. 9

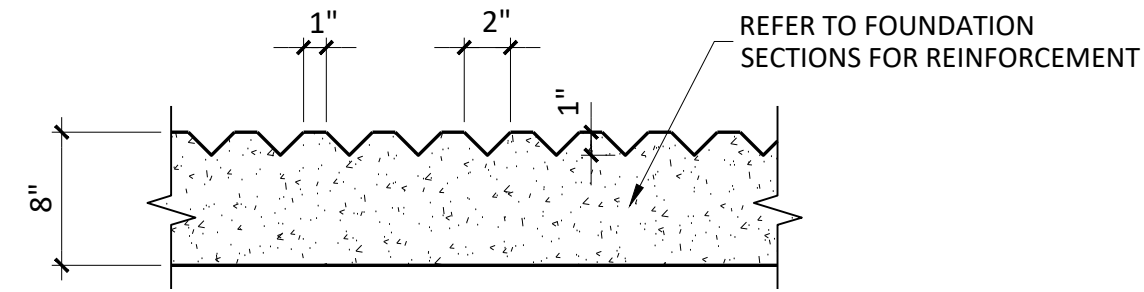


- NOTES:**
1. PLACE AND SPREAD ALL DEWATERED DREDGED MATERIAL UNIFORMLY ABOVE EXISTING GROUND WITHIN BOUNDARY. SPREAD MATERIAL TO MAINTAIN EXISTING FLOW DIRECTIONS.
 2. DO NOT FILL IN EXISTING SWALES OR DITCHES
 3. IN SITU DREDGED VOLUME OF 382 CUBIC YARDS ESTIMATED TO PRODUCE APPROXIMATELY 0.8 INCHES OF NEAT LINE HEIGHT.
 4. IF HYDRAULIC DREDGING IS USED, ROUTE OR CONFIGURE PIPELINES TO NOT BLOCK PARKING SPACES OR PAVILIONS AND TO MINIMIZE ROAD USE IMPACT.
 5. CONTOURS SHOWN IN PLACEMENT AREA BASED ON TEXAS NATURAL RESOURCE INFORMATION SYSTEM LIDAR DATED 2017 CONVERTED TO FEET, NAVD88)

1 DREDGED MATERIAL PLACEMENT
C-06 1"=50'



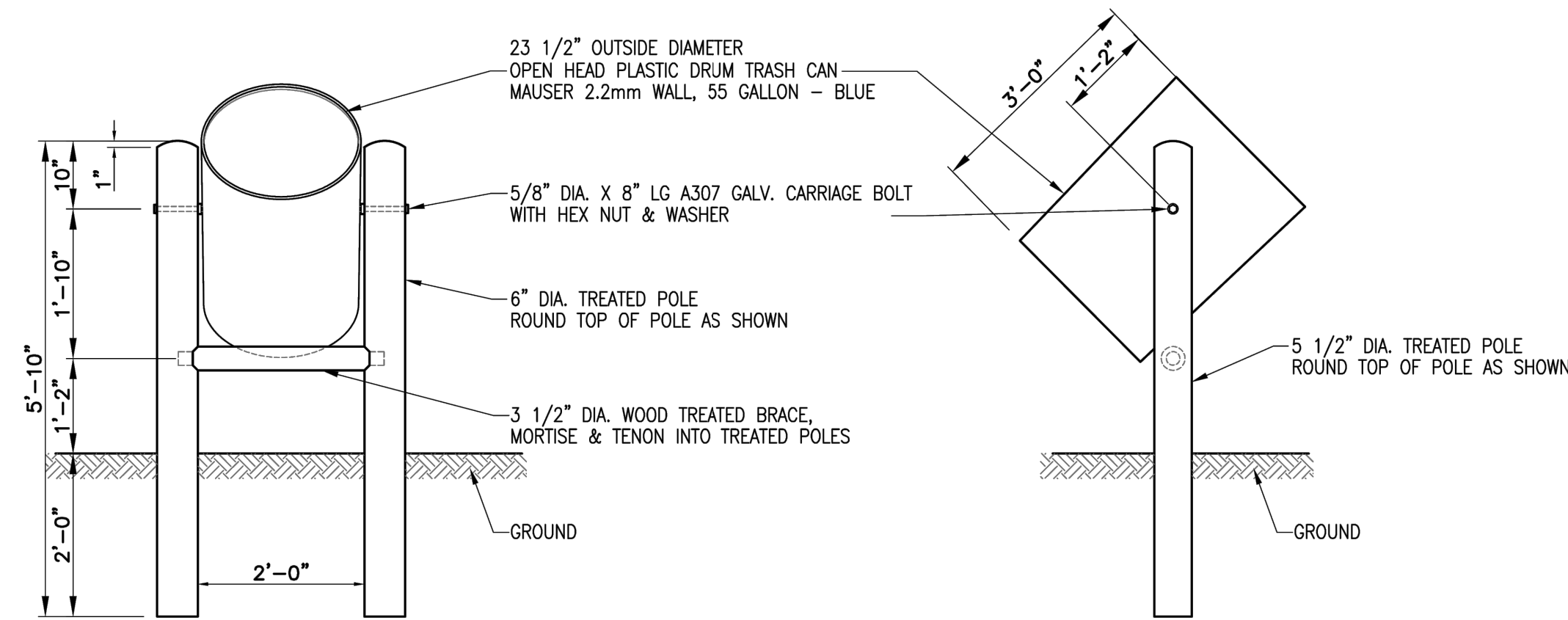
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1 V-GROOVE SURFACE FINISH DETAIL
S-02 NOT TO SCALE

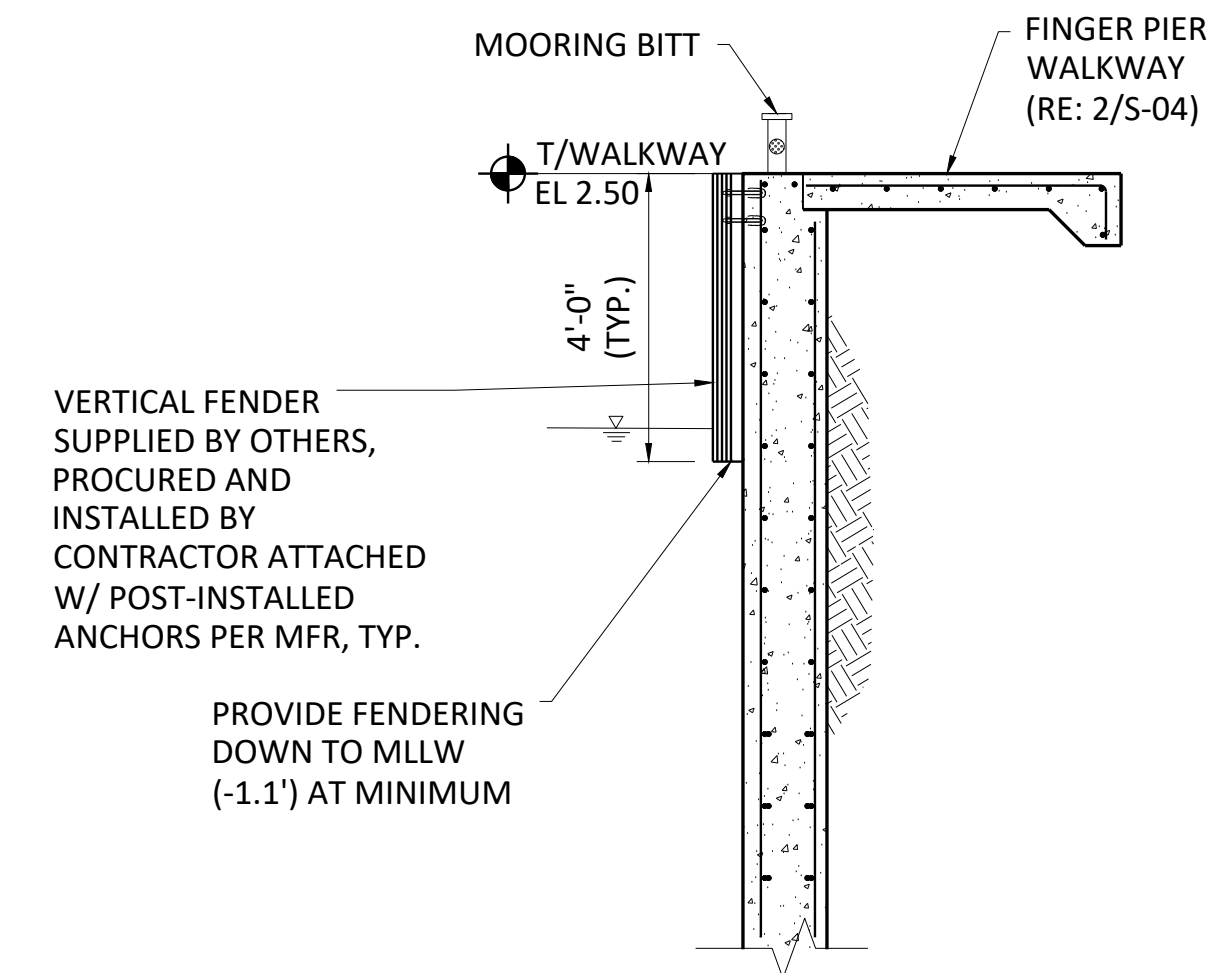
NOTE:

CLEAR COVER FROM BOTTOM OF V-GROOVES AND REINFORCING BARS SHALL BE 3".

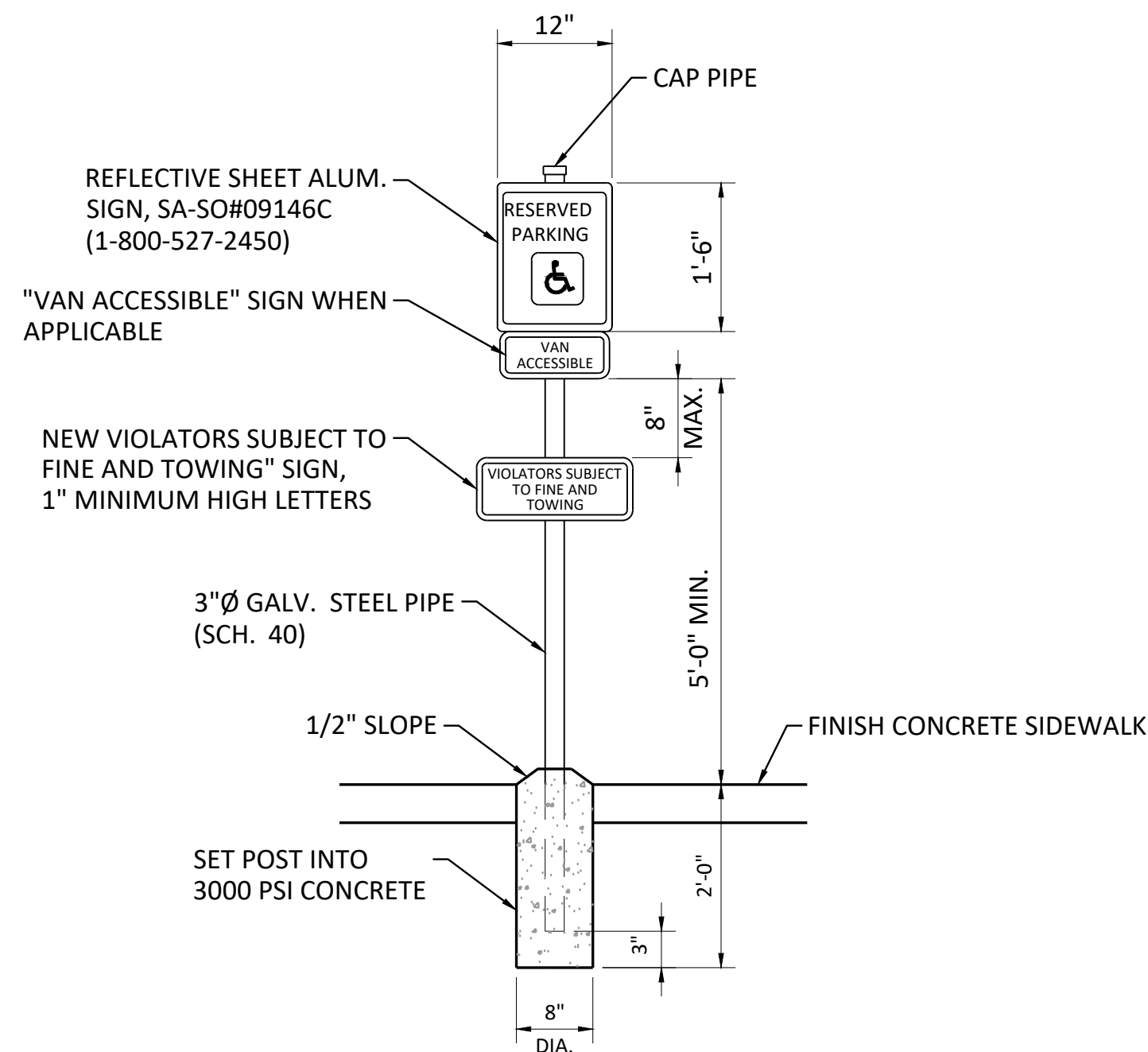


2 FRONT VIEW TRASH CAN AMENITY
NOT TO SCALE

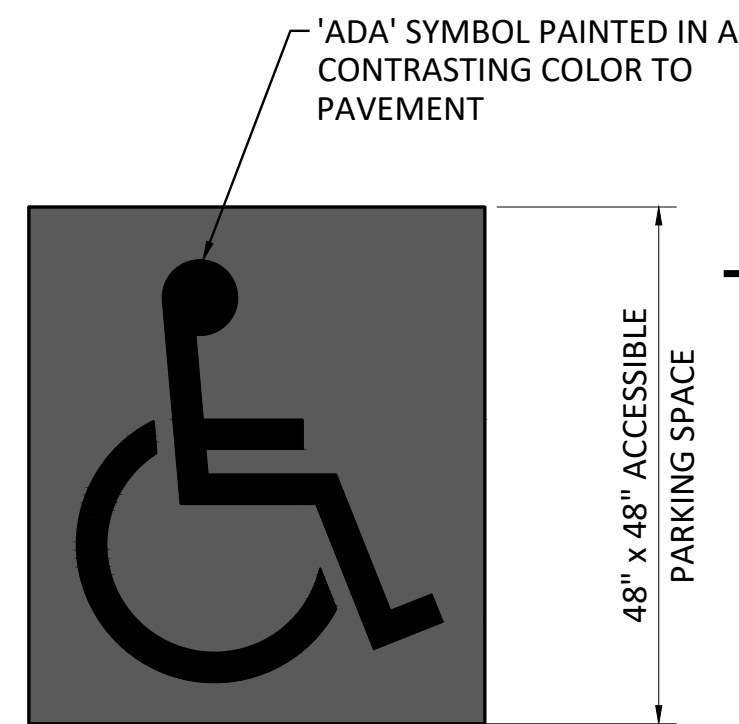
3 SIDE VIEW TRASH CAN AMENITY
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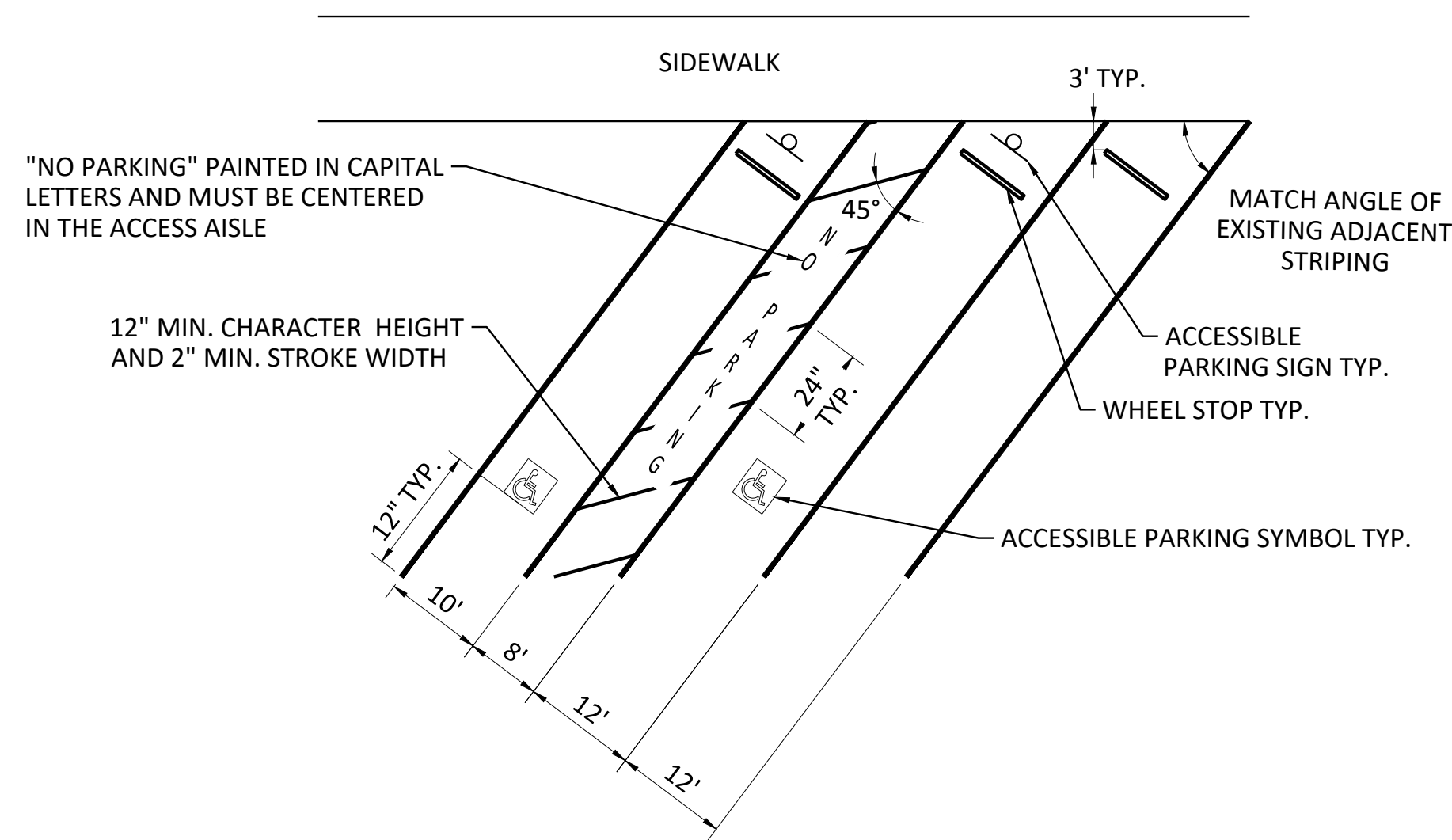
4 FENDER SECTION
C-03 NOT TO SCALE



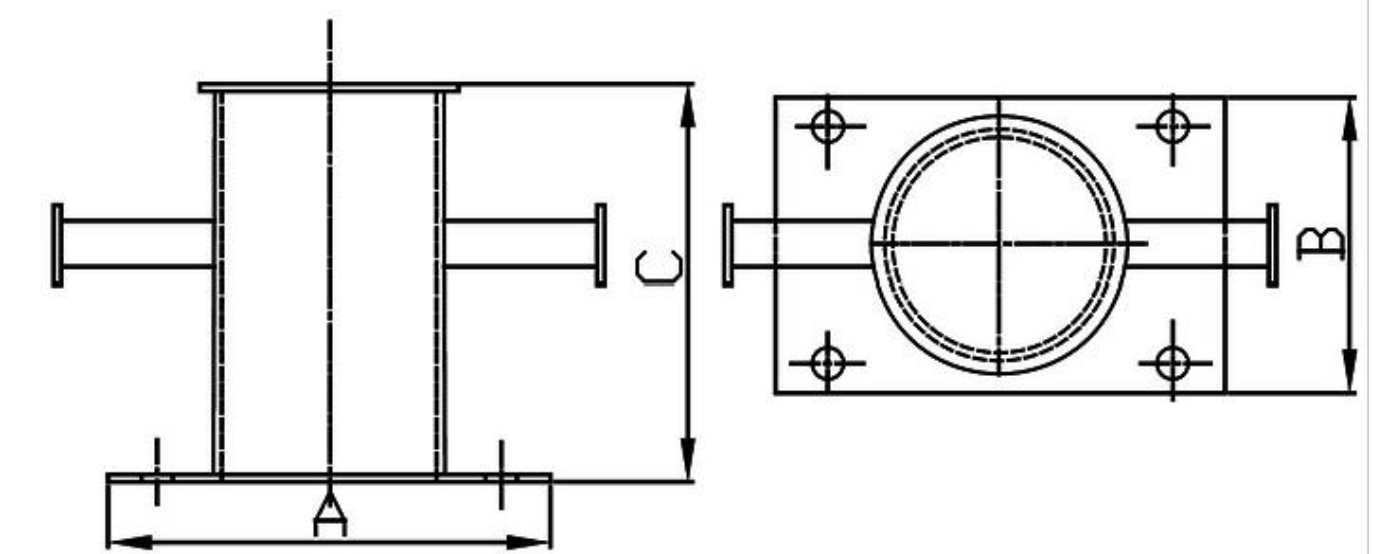
5 ACCESSIBLE PARKING SIGN DETAIL
C-04 NOT TO SCALE



6 ACCESSIBLE SYMBOL DETAIL
C-04 NOT TO SCALE



7 ADA ACCESSIBLE BOAT AND TRAILER PARKING STALLS
C-04 NOT TO SCALE



8 316 STAINLESS SAMSON POST MOORING BITT, HEAVY DUTY
C-03 NOT TO SCALE

NOTES:

- SIGN FACE SHALL BE REFLECTORIZED FLAT SURFACE SHEETING.
- SIGN SHALL HAVE WHITE LETTERS AND SYMBOLS ON A BLUE BACKGROUND.
- SIGNS SHALL BE PROVIDED DIRECTLY IN FRONT OF PARKING SPACE AT BACK EDGE OF SIDEWALK OR AS SHOWN ON PLANS.

NOTES:

- WHEELCHAIR SYMBOL SHALL BE PAINTED WHITE ON A BLUE BACKGROUND.
- WORDS AND SYMBOLS CAN BE EITHER PREFORMED THERMOPLASTIC OR TYPE I/ TYPE II PAVEMENT MARKINGS.

NOTE:

ALL STRIPING SHALL BE 4" WIDE. COLOR OF STRIPES TO BE SOLID YELLOW. (TXDOT SPEC. NO. WPT-10)

NOTES:

- DIMENSIONS A = 6" TO 8", B = 4" TO 5", C = 6" TO 7.5"
- MINIMUM CROSS BAR LENGTH = 6"
- DEVIATIONS OR SUBSTITUTES TO BE APPROVED BY OWNER.
- REFER TO STEEL BITTS' MANUFACTURER RECOMMENDATION FOR CONNECTION TO CONCRETE. ANCHOR BOLTS MUST BE 316SS WITH A DIAMETER SIZED TO PROPERLY FIT THE PRE-DRILLED BASE PLATE. DRILL AND EPOXY 6" MINIMUM INTO CONCRETE. CONTRACTOR MUST TACK WELD 2 OF THE 4 ANCHOR BOLTS TO THE BASE PLATE.



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JEFFERSON COUNTY, TX
MESQUITE POINT PUBLIC BOAT RAMP
MISCELLANEOUS DETAILS

DATE	11/17/2022	DESIGNED	NAC	DRAWN	KBH	REVISIONS	CHECKED	RG
BY		FILE NAME	CV-ALL-PL-DETAIL.dwg					
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GENERAL

- 1. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL BUILDING CODE, INCLUDING LOCAL SUPPLEMENTS, EXCEPT WHERE APPLICABLE CODES OR THE CONTRACT DOCUMENTS ARE MORE RESTRICTIVE.
2. DESIGN IS IN ACCORDANCE WITH 2018 INTERNATIONAL BUILDING CODE, LOCAL AMENDMENTS, AND APPLICABLE CODE REFERENCED STANDARDS.
3. PRIOR TO FABRICATION OR CONSTRUCTION:
A. VERIFY DIMENSIONS AND LOCATIONS OF ALL OPENINGS, DEPRESSIONS, OFFSETS, SLEEVES, CURBS, PADS, INSERTS, EQUIPMENT REQUIREMENTS, ETCETERA.
B. REVIEW OTHER DISCIPLINE DRAWINGS FOR SIZE AND LOCATION OF ALL OPENINGS, DEPRESSIONS, OFFSETS, SLEEVES, CURBS, PADS, INSERTS, EQUIPMENT REQUIREMENTS, ETCETERA, WHICH ARE NOT SHOWN ON STRUCTURAL DRAWINGS.
C. FIELD VERIFY ALL EXISTING CONDITIONS, INCLUDING LOCATION AND DIMENSIONS OF ALL EXISTING CONSTRUCTION AND UTILITIES.
D. NOTIFY OWNER'S REPRESENTATIVE OF ANY DISCREPANCIES BETWEEN DISCIPLINES, CONSTRUCTABILITY ISSUES, OR EXISTING CONDITIONS.
4. REMOVE ALL ABANDONED FOUNDATIONS, UTILITIES, PIPELINES, ETCETERA THAT INTERFERE WITH NEW CONSTRUCTION.
5. PROVIDE EXCAVATION SHORING TO PROTECT AND SUPPORT FOUNDATION SOILS UNDER EXISTING STRUCTURES.
6. THE STRUCTURE IS DESIGNED FOR STABILITY IN THE FINAL CONDITION ONLY. PROVIDE TEMPORARY BRACING AND SHORING AS REQUIRED FOR STABILITY DURING CONSTRUCTION.
7. PLANS, SECTIONS, AND DETAILS ARE NOT TO BE SCALED FOR DETERMINATION OF QUANTITIES, LENGTHS, OR FIT OF MATERIALS.
8. THE GENERAL NOTES AND TYPICAL DETAILS ARE GENERAL AND APPLY TO THE ENTIRE PROJECT EXCEPT WHERE THERE ARE SPECIFIC INDICATIONS TO THE CONTRARY.

LOADS

- 1. FINGER PIER LIVE LOADS: 100 PSF
2. LATERAL LOADS:
A. RISK CATEGORY II
B. SEISMIC LOAD:
i. SEISMIC IMPORTANCE FACTOR: I = 1.00
ii. MAPPED SPECTRAL ACCELERATIONS: Ss = 0.076, S1 = 0.044
iii. SITE CLASS: D
iv. SPECTRAL RESPONSE COEFFICIENT: SDS = 0.081, SD1 = 0.071
v. SEISMIC DESIGN CATEGORY: B
vi. DESIGN BASE SHEAR V = 0.01W
3. WAVE PRESSURE PARALLEL TO FINGER PIERS: 200 PLF

FOUNDATION

- 1. FOUNDATIONS HAVE BEEN DESIGNED IN ACCORDANCE WITH THE GEOTECHNICAL REPORT "MESQUITE POINT PUBLIC BOAT RAM AND JETTIES SABINE LAKE AND INTERCOASTAL WATERWAY; CITY OF PORT ARTHUR; JEFFERSON COUNTY, TEXAS", DATED APRIL, 2022, PREPARED BY TOLUNAY-WONG ENGINEERS, INC. (REPORT NO. 129140).
2. EXCAVATION DESIGN AND SAFETY IS THE RESPONSIBILITY OF THE CONTRACTOR. ANY SLOPES SHOWN ARE A MAXIMUM AND SHALL BE DECREASED AS REQUIRED FOR SAFETY OR TO MEET OSHA REQUIREMENTS.
3. EXCAVATION AND SUBGRADE PREPARATION
A. REMOVE THE SURFICIAL VEGETATION, WASTE AND LOOSE SOILS TO A MINIMUM DEPTH OF 12 INCHES.
B. EXCAVATE THE SITE TO THE PROPOSED FINISHED SUBGRADE WHERE CUTTING TO SUBGRADE IS REQUIRED. EXTEND THE LATERAL LIMITS OF THE EXCAVATION 2'-0" BEYOND THE PERIMETER OF THE FOUNDATION.
C. ALL BACKFILL MATERIAL SHALL CONSIST OF MATERIALS WHICH ARE CONSIST OF MATERIAL WHICH ARE CLASSIFIED AS SP, SM, SC, CL, OR DUAL CLASSIFICATIONS THEREOF, WHICH HAVE A LIQUID LIMIT LESS THAN OR EQUAL TO 35 AND A PLASTICITY INDEX OF A MINIMUM OF 4 AND A MAXIMUM OF 15, WHICH ARE FREE OF ORGANIC MATERIALS.
D. BACKFILL SHALL BE PLACED IN MAXIMUM 8" LOOSE LIFTS FOR HEAVY EQUIPMENT AND 4" LOOSE LIFTS FOR HAND-DIRECTED EQUIPMENT. COMPACT TO A MINIMUM OF 95 PERCENT OF THE MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D698 (STANDARD PROCTOR), AND AT A MOISTURE CONTENT WITH -2% TO 2% OF THE OPTIMUM MOISTURE CONTENT AS DETERMINED BY ASTM D698. IN-PLACE FIELD DENSITY TESTS SHALL BE CONDUCTED AT A RATE OF ONE TEST PER 3,000 SQUARE FEET FOR EVERY LIFT.
4. STRUCTURAL FILL SHALL BE COMPACTED NATIVE SOIL BEHIND THE WALLS. COMPACT TO A MINIMUM OF 95 PERCENT OF THE MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D698 (STANDARD PROCTOR)' AND A MOISTURE CONTENT WITH -2% TO 2% OF THE OPTIMUM MOISTURE CONTENT AS DETERMINED BY ASTM D698.
5. ALL BELOW GRADE FOUNDATION ELEMENTS ARE DESIGNED WITH FORMED SIDES. IF THE CONTRACTOR ELECTS TO USE EARTH FORMED SIDES, THE EXPOSED SURFACE AND 12 INCHES BELOW GRADE SHALL BE FORMED TO THE DESIGN DIMENSION AND ONE INCH SHALL BE ADDED TO EACH SIDE TO PROVIDE ADEQUATE COVER OVER THE REINFORCING AT THE CONTRACTOR'S EXPENSE. ALL CONCRETE EXPOSED TO VIEW IN THE FINAL CONDITION, AND 12 INCHES BELOW GRADE SHALL BE FORMED.
6. ALLOWABLE NET BEARING PRESSURES USED FOR FOUNDATION DESIGNS IS 500 PSF.
7. WORKING PLATFORM: 24" OF COMPACTED CLEAN CRUSHED STONE (ASTM C33 NO. 57 COARSE AGGREGATE) OVER NON-WOVEN GEOTEXTILE (MIRAFI 1100N OR APPROVED EQUAL.) LAP SEGMENTS A MINIMUM OF 3 FEET BUT NOT LESS THAN THAT REQUIRED BY THE MANUFACTURER. EXTEND GEOTEXTILE BEYOND LIMITS OF CRUSHED STONE AS REQUIRED TO ENCLOSE ENDS OF CRUSHED STONE AND TOP WHERE EXPOSED. EXTEND GEOTEXTILE AN ADDITIONAL 12" TO RETURN/LAP UNDER CONCRETE SLAB.

- 8. PLACEMENT OF WORK PLATFORM SHALL BE WITHIN 24 HOURS OF FINAL EXCAVATION.
9. WHERE CLAYEY OR SANDY SUBGRADE IS SATURATED:
A. EXCAVATE AS REQUIRED TO WITHIN 3 FEET OF FINAL SUBGRADE SURFACE.
B. NO EQUIPMENT TRAFFIC IS PERMITTED ON GROUND SURFACE WITHIN 3 FEET OF FINAL SUBGRADE. DO NOT CUT OR REMOLD FINAL SUBGRADE SURFACE.
C. PERFORM FINAL EXCAVATION WITH SMOOTH EDGE BUCKET.
D. HAND PLACE GEOTEXTILE TO CREATE A SMOOTH, WRINKLE FREE INSTALLATION. INSTALL PER MANUFACTURER'S INSTRUCTIONS.
E. PLACEMENT OF SPECIFIED, COMPACTED CRUSHED STONE ON GEOTEXTILE SHALL BE COMPLETED PRIOR TO OPERATING EQUIPMENT OVER GEOTEXTILE. A MINIMUM OF 12" FOR LIGHT EQUIPMENT, 18" FOR HEAVY EQUIPMENT.

CONCRETE

- 1. ALL DETAILING, FABRICATION AND ERECTION OF REINFORCING BARS, UNLESS NOTED OTHERWISE, SHALL BE IN ACCORDANCE WITH THE ACI DETAILING MANUAL (ACI SP-66), LATEST EDITION.
2. CONCRETE SHALL HAVE A MINIMUM 28-DAY COMPRESSIVE STRENGTH OF 5,000 PSI AND CONCRETE MIX DESIGN AS FOLLOWS:
A. CEMENT: PORTLAND CEMENT, ASTM C 150, TYPE I/II, EQUIVALENT ALKALIES < 0.60%
B. W/C RATIO: 0.4 MAXIMUM
C. AGGREGATE: ASTM C 33, 1" MAXIMUM, CLASS 3M
D. ENTRAINED AIR: ACI 318-14, EXPOSURE CLASS C2
E. SLUMP: 3" (+/-1")
F. MAXIMUM WATER-SOLUBLE CHLORIDE ION CONTENT IN CONCRETE BY WEIGHT OF CEMENT: 0.15
4. ALL REINFORCING SHALL BE IN ACCORDANCE WITH ASTM A615, GRADE 60, DEFORMED.
5. CONCRETE CLEAR COVER OVER REINFORCING SHALL BE AS LISTED BELOW, UNLESS NOTED OTHERWISE.
A. CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH: 3"
B. ALL OTHER: 2"
C. SEE DRAWINGS FOR EXCEPTIONS
6. ALL EXPOSED EDGES OF CONCRETE SHALL BE CHAMFERED 3/4" INSIDE FORMS OR TOOLED TO 3/4" RADIUS ON SLABS UNLESS NOTED OTHERWISE.
7. ALL CONSTRUCTION JOINTS (CXJ) SHALL BE THOROUGHLY CLEANED AND PURPOSELY ROUGHENED TO 1/4" PRIOR TO PLACING ADJACENT CONCRETE.
8. ADDITIONAL CONSTRUCTION JOINTS SHALL HAVE PRIOR APPROVAL OF THE ENGINEER.
9. PENETRATIONS OTHER THAN SHOWN SHALL NOT BE ALLOWED WITHOUT PRIOR APPROVAL FROM THE ENGINEER.
10. IN CASES WHERE REINFORCING BARS CANNOT BE EXTENDED AS FAR AS REQUIRED DUE TO THE LIMITED EXTENT OF THE ADJACENT CONCRETE STRUCTURE, THE BARS SHALL EXTEND AS FAR AS POSSIBLE AND END IN STANDARD HOOKS.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN OF ALL FORMING, TEMPORARY BRACING AND SHORING.
12. UNLESS NOTED OTHERWISE, HOOKS SHOWN ON DRAWINGS SHALL BE ASSUMED TO BE STANDARD HOOKS PER ACI 318.
13. UNLESS NOTED OTHERWISE, LAP SPLICES IN BEAMS AND WALLS SHALL BE STAGGERED.
14. ALL REINFORCING SHALL BE CONTINUOUS. CONTINUOUS BARS SHALL LAP 48 BAR DIAMETERS OF SMALLER BAR, LAPPED, UNLESS NOTED OTHERWISE. ALL REBAR EMBEDMENT LENGTHS SHALL BE 36 BAR DIAMETERS, UNLESS NOTED OTHERWISE.

POST-INSTALLED ANCHORS (EXPANSION OR ADHESIVE)

- 1. INSTALL IN ACCORDANCE WITH MANUFACTURER'S PRINTED INSTALLATION INSTRUCTIONS (MPII), BUT NOT LESS THAN THAT INDICATED BELOW.
2. INSTRUCTIONS BELOW ARE NOT INTENDED TO CONFLICT WITH APPLICABLE SAFETY OR OSHA REGULATIONS OR TO RELIEVE CONTRACTOR OF COMPLIANCE WITH ALL APPLICABLE SAFETY AND OSHA REGULATIONS. IN CASE OF CONFLICT WITH SAFETY OR OSHA REGULATIONS, CONTACT THE ENGINEER FOR GUIDANCE BEFORE PROCEEDING WITH FABRICATION OR CONSTRUCTION.
3. ADHESIVE ANCHORS SHALL ONLY BE INSTALLED BY CONSTRUCTION PERSONNEL CERTIFIED UNDER ACI/CRSI ADHESIVE ANCHOR INSTALLER CERTIFICATION PROGRAM OR APPROVED EQUAL. SUBMIT CERTIFICATIONS AS RECORD DATA PRIOR TO ANCHOR INSTALLATION.
4. ANCHOR DIAMETER AND EMBEDMENT SHALL BE AS INDICATED.
5. HOLES SHALL BE DRILLED USING ROTARY HAMMER DRILLS WITH ANSI MATCHED TOLERANCE CARBIDE-TIPPED DRILL BITS. DRILL BIT DIAMETER SHALL MATCH DIAMETER RECOMMENDED BY MANUFACTURER. DRILL HOLES USING HILTI SAFESET TECHNOLOGY OR APPROVED EQUAL.
6. USE CARE AND CAUTION WHEN INSTALLING TO AVOID CUTTING OR DAMAGING EXISTING REINFORCING STEEL. FIELD VERIFY EXISTING REINFORCING LOCATIONS PRIOR TO FABRICATION OR CONSTRUCTION, AND THEN COORDINATE REBAR LOCATIONS WITH SHOP DRAWINGS.
7. ADHESIVE ANCHORS SHALL BE DEFORMED REINFORCING BARS (ASTM A615, GR 60) OR STAINLESS STEEL 316, UNLESS NOTED OTHERWISE, AND AS NOTED BELOW:
A. ADHESIVE SHALL BE HILTI HIT-RE 500 V3 OR AN APPROVED EQUAL. SUBMIT PUBLISHED COMPARISONS BETWEEN EACH SPECIFIED AND EACH ALTERNATE ANCHOR.
B. PRIOR TO INSTALLATION: ALL DEFORMED BARS AND THREADED ROD SHALL BE CLEAN, FREE OF OIL, GREASE, OR OTHER RESIDUE, IN ACCORDANCE WITH MPII.

- C. VERIFY HOLE IS CLEAR OF DUST AND DEBRIS.
D. INSTALL ADHESIVE STARTING AT BACK OF HOLE. AS REQUIRED BY MPII, USE MANUFACTURER SUPPLIED PISTON PLUG INJECTION SYSTEM FOR ALL HORIZONTAL AND VERTICALLY INCLINED HOLES.
E. INSTALL ANCHOR BY SIMULTANEOUSLY TWISTING AND INSERTING INTO HOLE.
F. ALLOW ANCHOR TO SET REQUIRED TIME. DO NOT DISTURB.
G. TIGHTEN NUT. DO NOT OVER-TORQUE.
H. MINIMUM CONCRETE AGE AT TIME OF INSTALLATION: 28 DAYS
I. CONCRETE TEMPERATURE RANGE AT TIME OF INSTALLATION SHALL BE: 41DEG F TO 104DEG F.
J. CONCRETE MOISTURE CONDITION AT TIME OF INSTALLATION: DRY.

STEEL SHEET PILE

- 1. SHALL CONFORM TO ASTM A 572, GRADE 50 KSI.
2. SHEET PILE IS DESIGNED FOR ITS FINAL LOADING CONDITION SHORING WILL BE REQUIRED IF SHEET PILE IS INSTALLED WITHOUT WATER PRESSURE FROM LAKESIDE.
3. OVERALL DIMENSION AND INTERLOCK SHALL BE PER MANUFACTURER DETAILS SPECIFIED SECTION.
4. COAT WITH A COAL TAR EPOXY OVER THE TOP 12FT OF THE SECTION ON BOTH SIDES. COAT AND ALLOW TO CURE PRIOR TO DRIVING.
A. BITUMINOUS, TWO-COMPONENT POLYAMIDE-EPOXY, TARGUARD BY SHERWIN WILLIAMS OR APPROVED EQUAL.
B. COLOR: BLACK
C. APPLY TWO COATS. EACH COAT TO HAVE A MINIMUM DFT OF 10MILS. TOTAL, MINIMUM DFT IS 20 MILS.
D. PILE SURFACE PREPARATION AND APPLICATION SHALL BE IN ACCORDANCE WITH MANUFACTURER RECOMMENDATIONS.
E. UPPER 8" OF SHEET PILE SHALL NOT RECEIVE COATING.
5. COATINGS DAMAGED DUE TO TRANSPORTATION, DELIVERY, HANDLING AND INSTALLATION SHALL BE REPAIRED AND TOUCHED-UP IN THE FIELD IN ACCORDANCE WITH THE COATING MANUFACTURER RECOMMENDATION.

Freeze and Nichols, Inc. Texas Registered Engineering Firm F-24,144



11/2/2022



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JEFFERSON COUNTY, TX

MESQUITE POINT PUBLIC BOAT RAMP

STRUCTURAL

GENERAL NOTES

Table with columns: NO., ISSUE, DATE, BY, FILE NAME, ST:JFF-GN-NOTE.dwg, FRN JOB NO., IFF21789, DATE, 11/1/2022, DESIGNED, M/GM, DRAWN, STV, REVISED, CHECKED, PAB, VERIFY SCALE, Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.

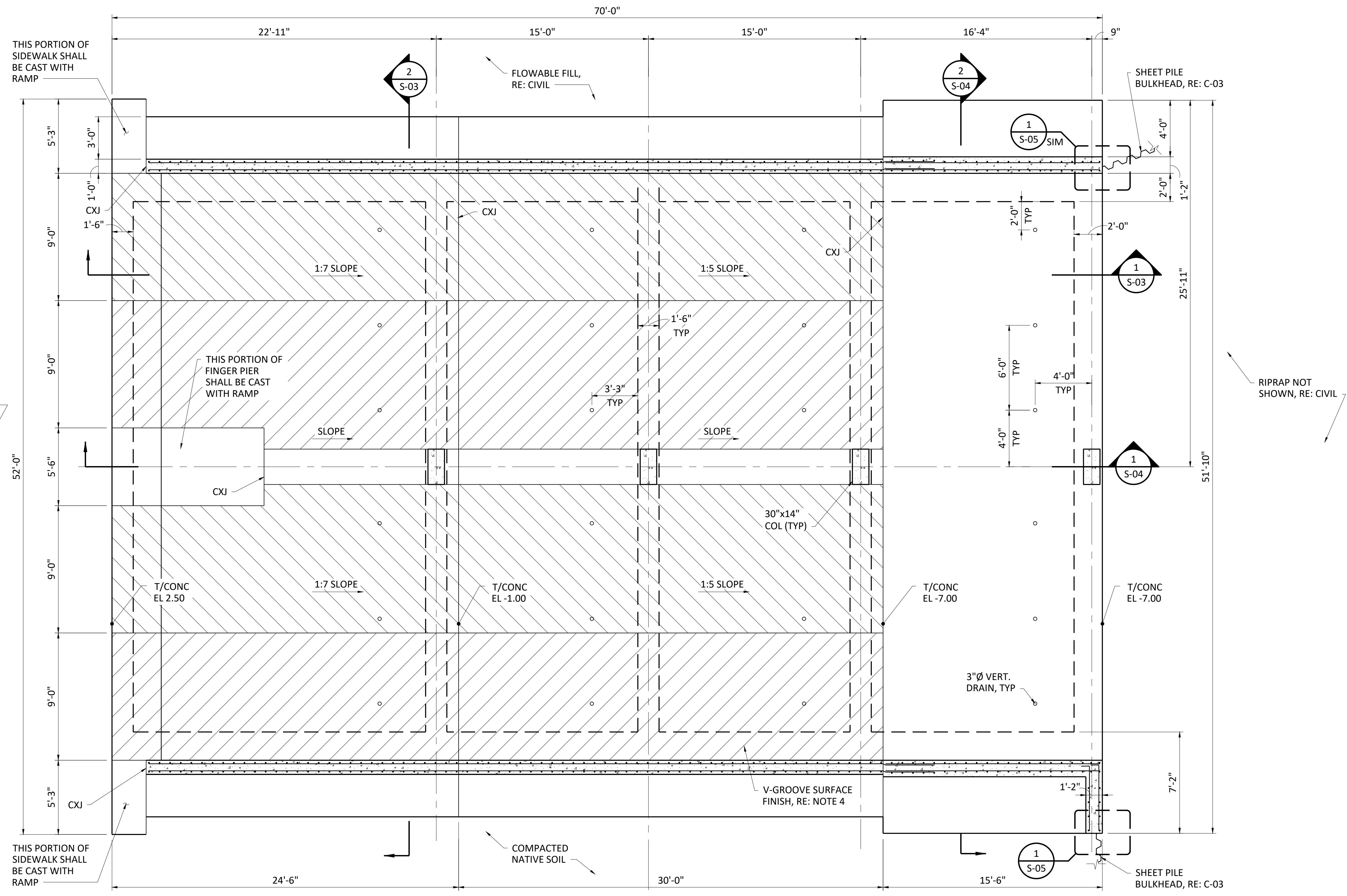
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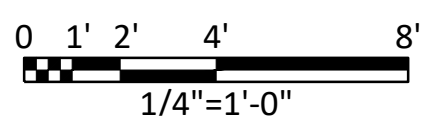
JEFFERSON COUNTY, TX
MESQUITE POINT PUBLIC BOAT RAMP
STRUCTURAL
RAMP FOUNDATION PLAN

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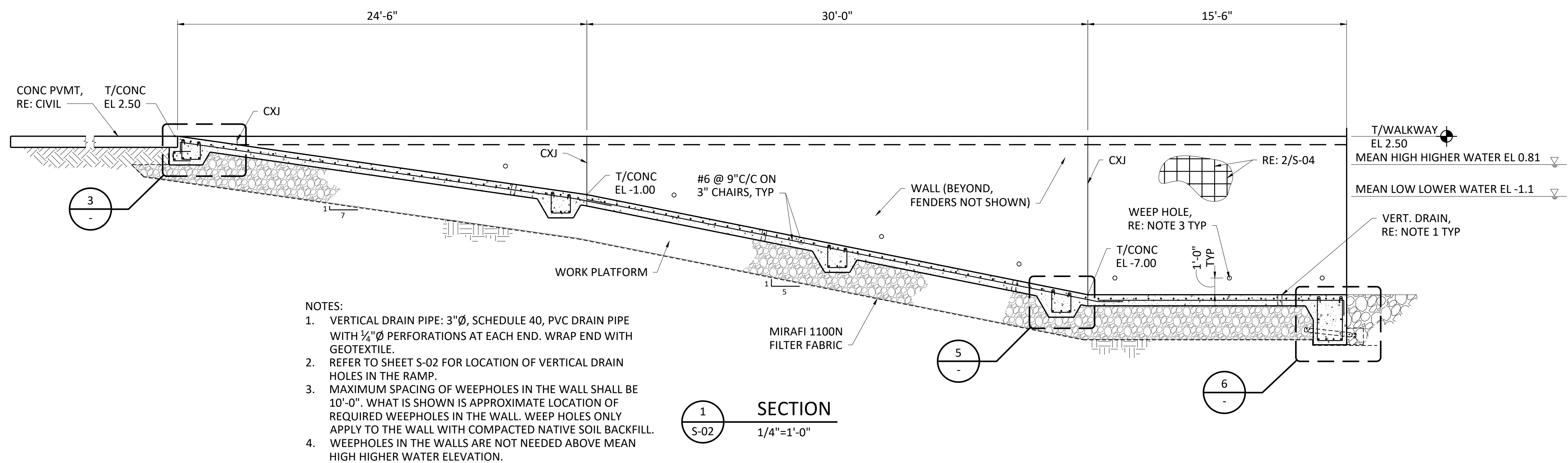


- PLAN NOTES:**
1. PLAN DIMENSIONS ARE MEASURED FROM HORIZONTAL.
 2. REFER TO 2/S-03 FOR WALL REINFORCING DETAILS.
 3. REFER TO CIVIL DRAWINGS FOR SHEETPILE DIMENSIONS AND LOCATION.
 4. REFER TO 1/C-07 FOR V-GROOVE SURFACE FINISH DETAIL.
 5. VERTICAL DRAIN PIPES CAN BE MOVED SLIGHTLY TO AVOID CONFLICT WITH SLAB REINFORCEMENT TO PROVIDE A MINIMUM OF 2" CLEAR.
 6. REFER TO 2/S-05 FOR CONSTRUCTION JOINTS (CXJ) DETAILS.

FOUNDATION PLAN
1
1/4" = 1'-0"



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VERIFY SCALE							
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- NOTES:
1. VERTICAL DRAIN PIPE: 3"Ø, SCHEDULE 40, PVC DRAIN PIPE WITH 1/4"Ø PERFORATIONS AT EACH END. WRAP END WITH GEOTEXTILE.
 2. REFER TO SHEET S-02 FOR LOCATION OF VERTICAL DRAIN HOLES IN THE RAMP.
 3. MAXIMUM SPACING OF WEEPHOLES IN THE WALL SHALL BE 10'-0". WHAT IS SHOWN IS APPROXIMATE LOCATION OF REQUIRED WEEPHOLES IN THE WALL. WEEP HOLES ONLY APPLY TO THE WALL WITH COMPACTED NATIVE SOIL BACKFILL.
 4. WEEPHOLES IN THE WALLS ARE NOT NEEDED ABOVE MEAN HIGH HIGHER WATER ELEVATION.

SECTION 1
1/4"=1'-0"

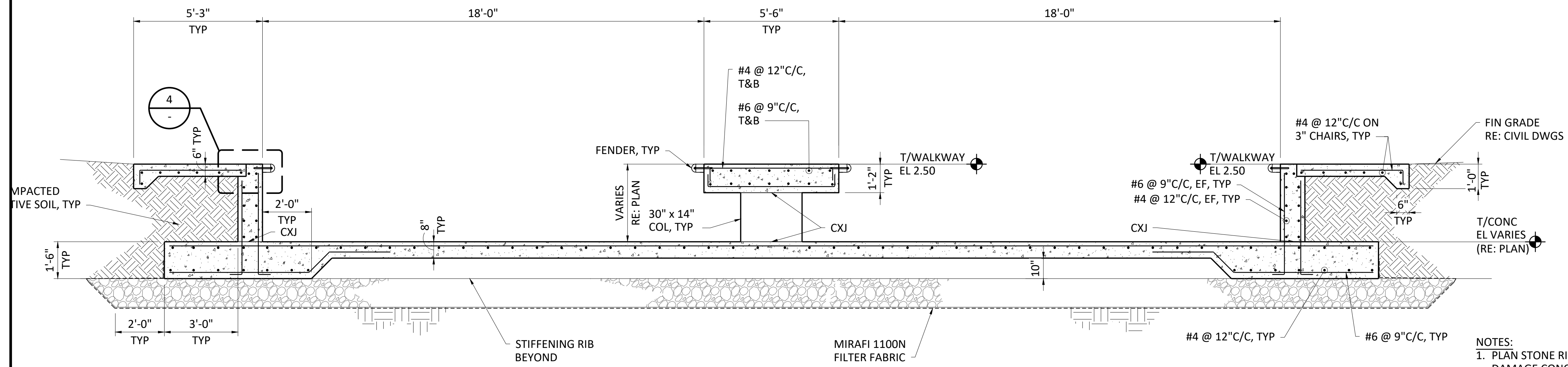
GRAVEL BEDDING GRADATION (TXDOT ITEM 432)

SIEVE SIZE	PERCENT PASSING, BY WEIGHT
3 INCH	100
1 1/2 INCH	50 - 80
3/4 INCH	20 - 60
No. 4	0 - 15
No. 40	0 - 5

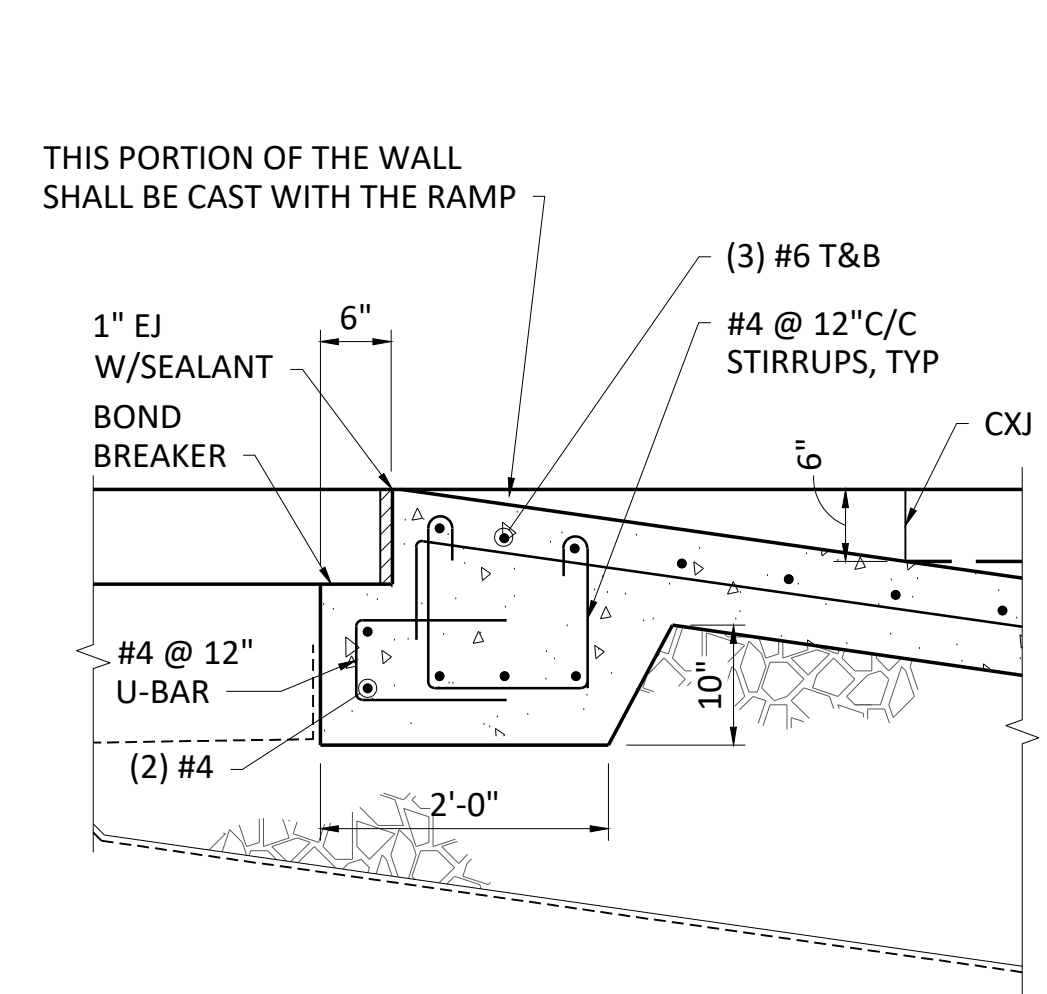
STONE RIPRAP GRADATION (TXDOT THICKNESS 15 INCH)

PERCENT SMALLER THAN	MIN (INCH)	MIN (INCH)
100	-	16.1
90	13.04	15.75
50	9.21	12.91
8	6.39	-

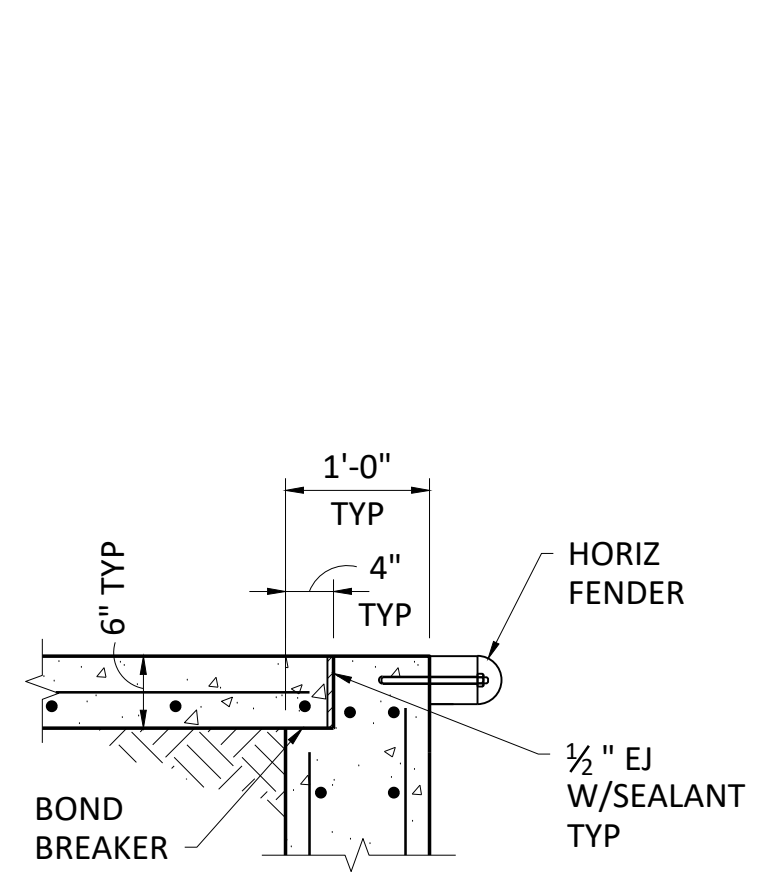
- NOTES:
1. PLAN STONE RIPRAP CAREFULLY WHEN ADJACENT TO CONCRETE SURFACES. DO NOT DAMAGE CONCRETE WITH STONE PLACEMENT.
 2. STONE RIPRAP AND BEDDING MATERIAL SHALL BE IN ACCORDANCE WITH 2014 TXDOT STANDARD SPECIFICATION ITEM 432, PROTECTION STONE RIPRAP.



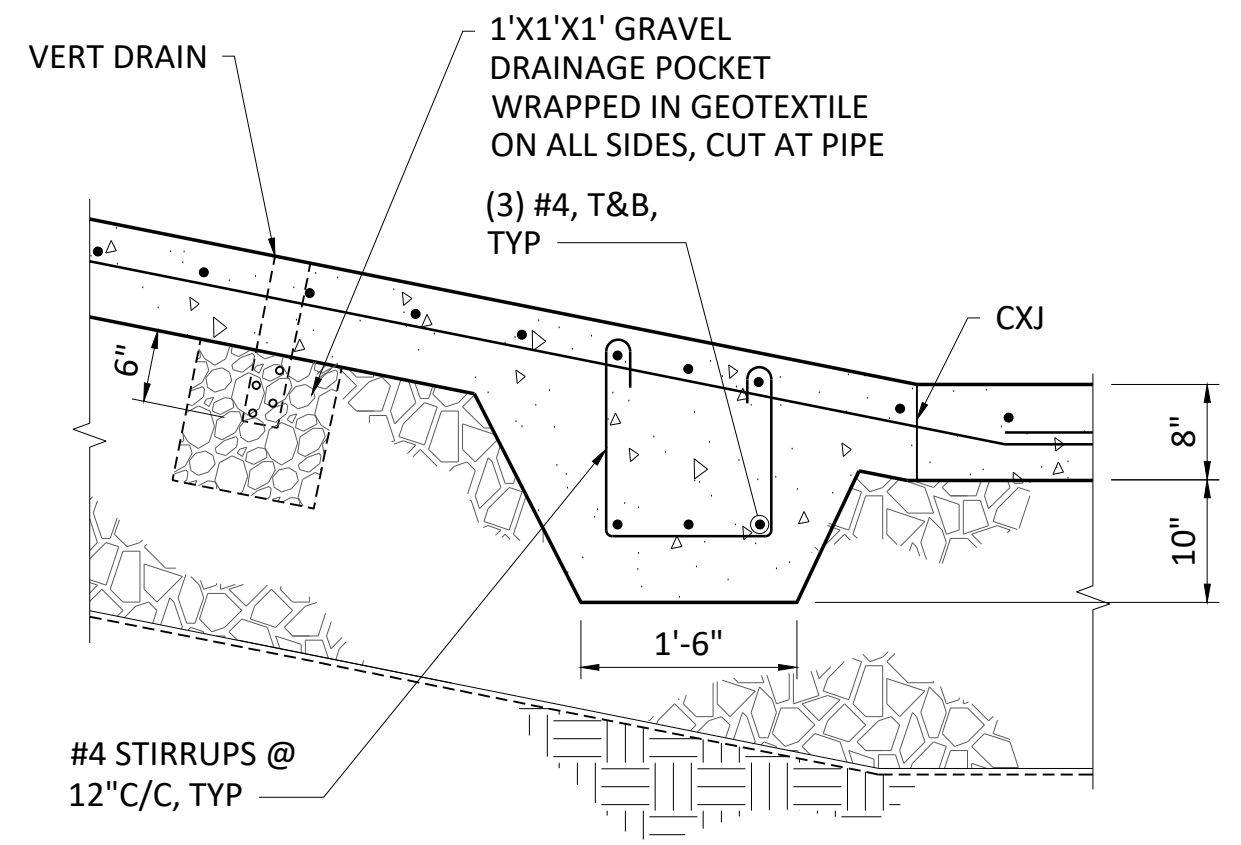
SECTION 2
3/8"=1'-0"



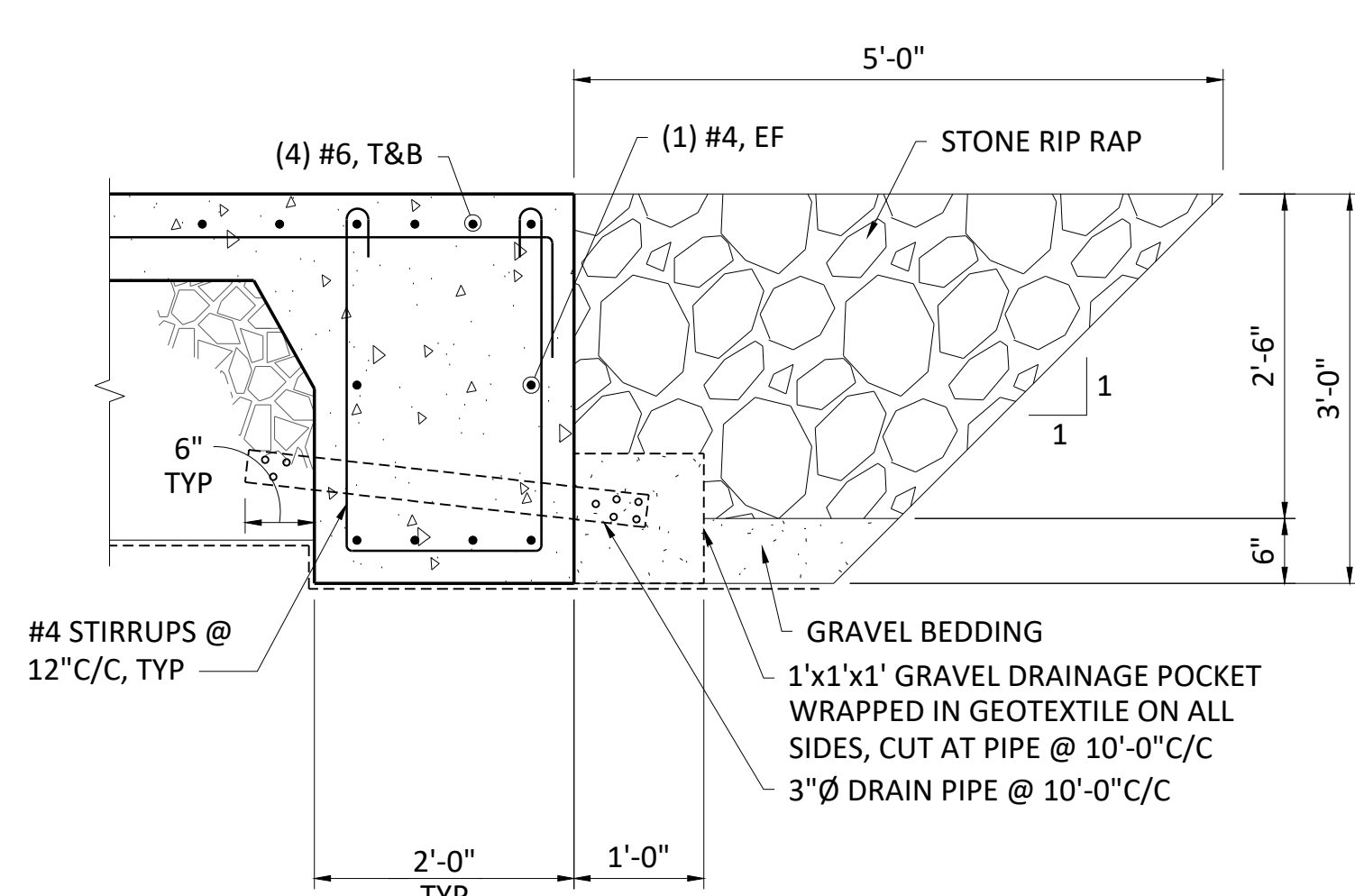
3 HEEL GRADE BEAM DETAIL
3/4"=1'-0"



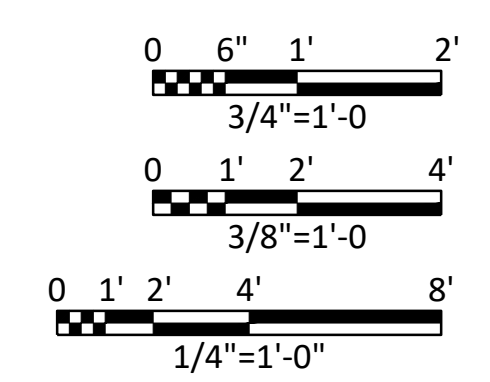
4 WALKWAY TO WALL CONNECTION
3/4"=1'-0"

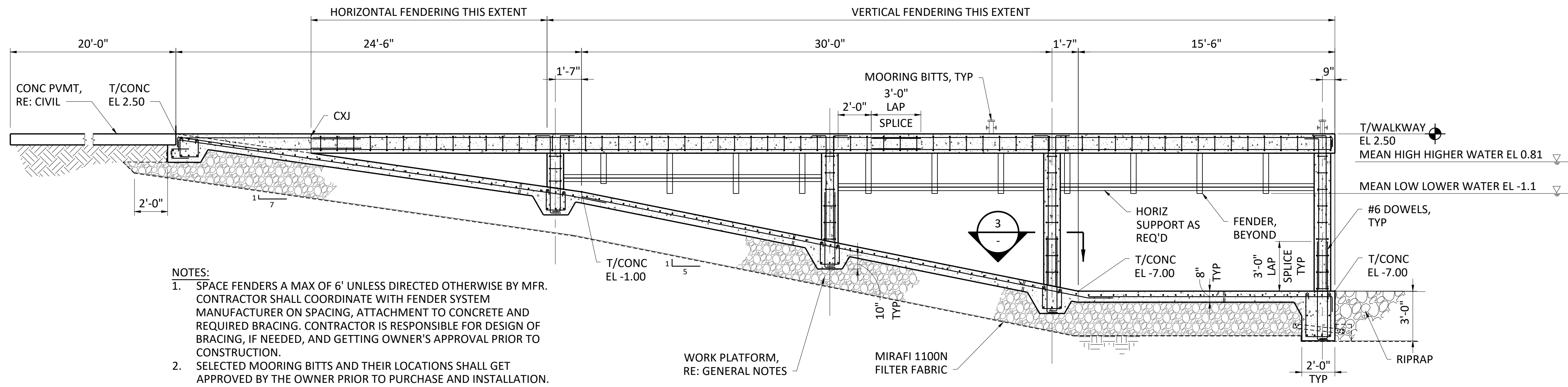


5 TYPICAL INTERIOR GRADE BEAM
3/4"=1'-0"



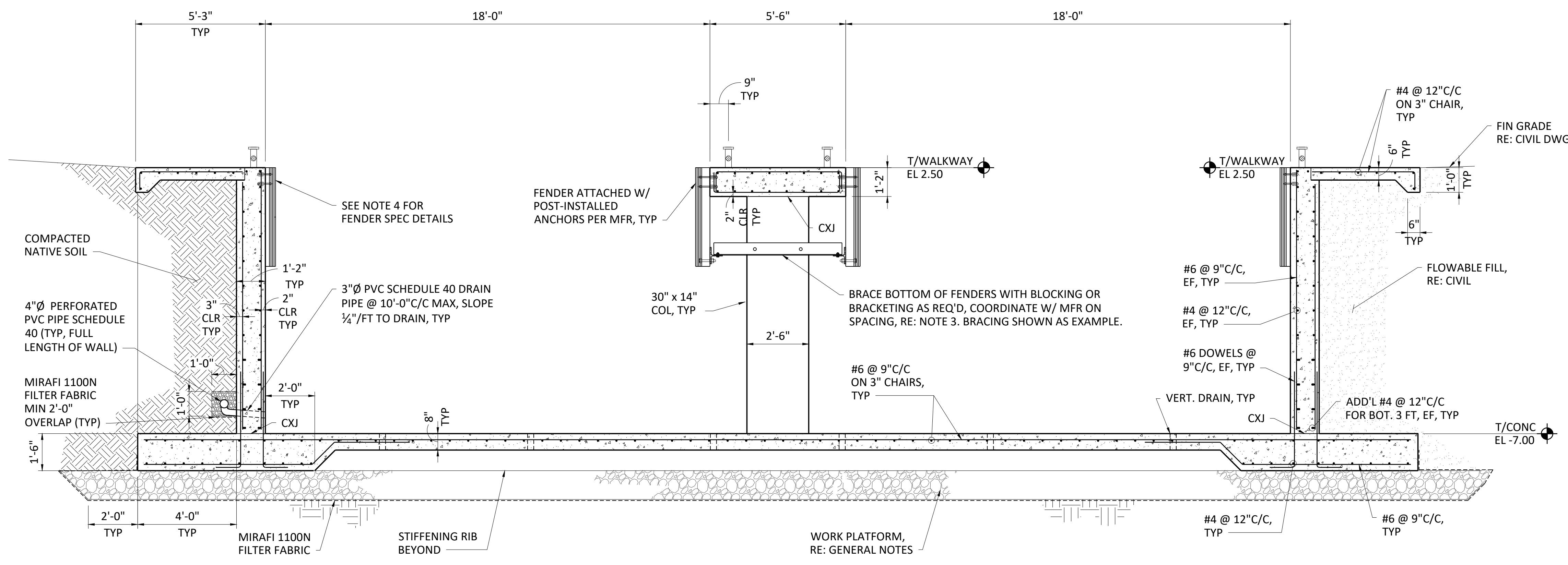
6 TOE GRADE BEAM DETAIL
3/4"=1'-0"



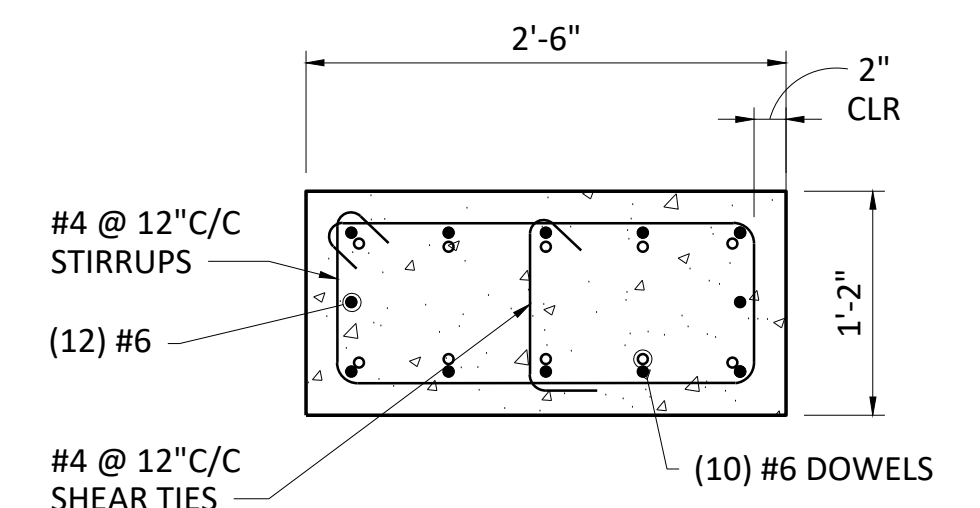


- NOTES:
- SPACE FENDERS A MAX OF 6' UNLESS DIRECTED OTHERWISE BY MFR. CONTRACTOR SHALL COORDINATE WITH FENDER SYSTEM MANUFACTURER ON SPACING, ATTACHMENT TO CONCRETE AND REQUIRED BRACING. CONTRACTOR IS RESPONSIBLE FOR DESIGN OF BRACING, IF NEEDED, AND GETTING OWNER'S APPROVAL PRIOR TO CONSTRUCTION.
 - SELECTED MOORING BITS AND THEIR LOCATIONS SHALL GET APPROVED BY THE OWNER PRIOR TO PURCHASE AND INSTALLATION.

SECTION 1
1/4"=1'-0"

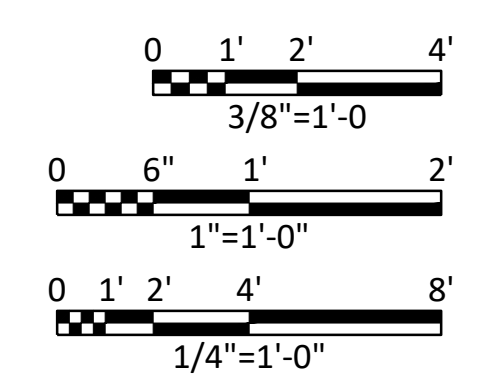


SECTION 2
3/8"=1'-0"



COLUMN SECTION 3
1"=1'-0"

- NOTES:
- FLOWABLE SHALL BE PLACED IN LIFTS. LIFT DEPTH SHALL NOT EXCEED 4 FEET.
 - FOR MULTIPLE LIFTS PLACEMENT, MATERIAL SHALL BE ALLOWED TO HARDEN BEFORE PLACING NEXT LIFT. VERIFY FLOWABLE FILL HAS REACHED A PENETRATION NUMBER OF 1500, IN ACCORDANCE WITH ASTM C 403, BUT NOT LESS THAN 3 HOURS.
 - THE CONNECTIONS AND BRACINGS SHOWN ARE ONLY A GENERIC REPRESENTATION OF WHAT MAY BE REQUIRED. OTHER BRACING SUCH AS BLOCKING OR STIFFENED VERTICAL METAL BRACKETS MAY BE ACCEPTABLE PER FENDER SYSTEM MANUFACTURER RECOMMENDATION OR PROPOSED FOR OWNER'S APPROVAL. FENDER AND BRACING SHALL BE SUFFICIENT FOR A 42-FT FREEMAN 42LR CENTER CONSOLE BOAT AND SUITABLE FOR SEAWATER EXPOSURE AND IMMERSION.
 - FENDER SYSTEM SHALL BE A VERTICAL SYSTEM FOR EXTENT INDICATED ON SECTION 1 IN THIS SHEET USING MARINE-GRADE EPDM RUBBER OR PVC FOR THE IMPACT SURFACE TO PROVIDE FENDING FROM TOP OF FINGER PIER TO MEAN LOW LOWER WATER ELEVATION.
 - HORIZONTAL FENDERING SHALL BE PROVIDED FOR EXTENT SHOWN IN SECTION 1, THIS SHEET, AND USE MARINE-GRADE EPDM RUBBER OR PVC FOR IMPACT SURFACE. MOUNTING WILL BE PER FENDER SYSTEM MANUFACTURER RECOMMENDATION OR PROPOSED FOR OWNER'S APPROVAL AND SHALL BE SUFFICIENT FOR A 42-FT FREEMAN 42LR CENTER CONSOLE BOAT



Freeze and Nichols, Inc.
Texas Registered Engineering Firm F-21,44

11/2/2022

FREEZE & NICHOLS
10497 Town and Country Way,
Suite 500 Texas 77024
Houston, TX 77024
Phone: (713) 600-6800
Web: www.freezeandnichols.com

JEFFERSON COUNTY, TX
MESQUITE POINT PUBLIC BOAT RAMP
STRUCTURAL
SECTIONS II

NO.	ISSUE	DATE	DESIGNED	DRAWN	REVISIONS	CHECKED	FILE NAME
0		11/17/2022	MGM	STV		PAB	ST:\JFF-SC-RAMP02.dwg
1							

Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.

VERIFY SCALE

SHEET S-04

SEQ. 14



1415 Louisiana Street
Suite 500
Houston, TX 77002
USA

Tel +1 713 658 8451
Fax +1 713 658 9656

milliman.com

Sent via email

October 27, 2022

Ms. Fran M. Lee
Financial Manager
Jefferson County, Texas
215 Franklin, Suite 202
Beaumont, TX 77701

Re: OPEB Actuarial Valuations for FYE 2023 and FYE 2024 under GASB 75 for Jefferson County, Texas

Dear Ms. Lee:

Please recall that GASB 75 requires plan sponsors such as you to disclose the Net OPEB liability and changes in the Net OPEB Liability on their annual financial statements.

I have enclosed a Statement of Work (SOW) for a full GASB 75 actuarial valuation for the Jefferson County, Texas Other Post-Employment Benefits Program for fiscal year ending September 30, 2023 (FYE 2023). The SOW also includes a fee quote for the roll-forward valuation for FYE 2024. GASB 75 allows for a full actuarial valuation every 2 years if no "significant changes" have occurred regarding plan design or census data since the prior valuation.

If acceptable, please review, sign, and return the SOW to my attention. All work will be performed in accordance with the signed service agreement dated May 12, 2008. Once the SOW has been signed, we will prepare a data request detailing the information we will need to complete our work for FYE 2023.

Please let us know if you have any questions or concerns.

Sincerely,

James Tumlinson, Jr., EA, MAAA
Principal & Consulting Actuary
(713) 658-3009
jim.tumlinson@milliman.com

Enclosure



Statement of Work

GASB 75 Actuarial Valuation			
Prepared for: Jefferson County, Texas		Effective Date: December 1, 2022	
Prepared by: Jim Tumlinson			
Project Timing			
Project Start Date:	December 1, 2022	Expected Completion Date:	November 30, 2024
Project Description			
Deliverable	Description	Estimated Fees	
GASB 75 Actuarial Valuation Report as of October 1, 2022 for FYE September 30, 2023	Full Valuation (required every two years) <ul style="list-style-type: none"> Data Collection: Gather requested information related to other post-employment benefits (OPEBs) offered to retirees. Valuation: Perform calculations in accordance with GASB guidance and current actuarial standards of practice. Key computations will include the OPEB liability, the annual OPEB expense, and projected future benefit payments. Sensitivity Analysis: Provide sensitivity analysis to demonstrate the impact of variation in the assumed discount rate and other key assumptions.	\$17,000	
GASB 75 Roll-forward Valuation Report for FYE September 30, 2024	Roll-forward Valuation <ul style="list-style-type: none"> Valuation: Perform calculations in accordance with GASB guidance and current actuarial standards of practice based on a roll-forward of the October 1, 2022 full valuation. 	\$4,250	
Estimated Fee Summary			\$21,250
Consulting Fees			\$21,250
Key Notes / Assumptions			
1.	The services proposed under this Statement of Work are offered under, and it is the parties' intent they will be governed by, the Service Agreement between Milliman, Inc. and Jefferson County, Texas, effective May 12, 2008.		
2.	Except as otherwise provided, Milliman's fees shall be based on our time-and-expense charges using our normal hourly billing rates. These fees assume an approximate participant count of 1,207 participants, one medical option available to retirees, and that participant data and financial information will be provided to Milliman in a mutually agreeable form and format. Fees for out of scope items and for additional processing caused by errors in information provided to Milliman, if any, shall be billed based on our time and expense charges using our normal hourly billing rates, subject to your advance approval. Our normal hourly billing rates range from \$120 per hour to \$540 per hour.		
3.	Travel and other out of pocket expenses not included.		
4.	The above fees are based on our understanding of the current project scope. Out-of-scope items will be billed separately.		
Client Signature:		Date Approved:	
		11-15-22	
Milliman, Inc. Signature:		Date Approved:	
		11/10/22	



Final Estimate

Kyle Kelley

McInnis Construction

20150803 - Region 5 JOC ESC McInnis - Basic Contract Year - 1/01/2018 to 12/31/2018

Labelle Rd Reconstruction - 2022-060

Estimator: Kyle Kelley

Labelle Rd Reconstruction

Division Summary (MF04)

01 - General Requirements	\$156,405.00	26 - Electrical	
02 - Existing Conditions		27 - Communications	
03 - Concrete		28 - Electronic Safety and Security	
04 - Masonry		31 - Earthwork	\$83,783.75
05 - Metals		32 - Exterior Improvements	\$88,093.83
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	\$563,004.90
14 - Conveying Equipment		Trades	
21 - Fire Suppression		Assemblies	
22 - Plumbing		FMR	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)		MF04 Total (Without totalling components)	\$891,287.48
25 - Integrated Automation			

Totalling Components

Priced Line Items	\$886,887.48	Region 5 JOC ESC McInnis Overtime (-5.0000%)	\$(36,805.83)
RSMean BEAUMONT, TX CCI 2022, 83.00%	\$(150,770.87)		

Priced/Non-Priced

Total Priced Items:	15	\$886,887.48	
Total Non-Priced Items:	1	\$4,400.00	0.49%
	16	\$891,287.48	

Grand Total \$699,310.78

JEFFERSON COUNTY, TEXAS

Jeff Branick

Jeff Branick, County Judge

EVERETT D. ALFREY

ATTEST
DATE *11-15-2022*



Final Estimate

Estimator: Kyle Kelley

Labelle Rd Reconstruction

Item	Description	UM	Quantity	Unit Cost	Total	Book
01 - General Requirements						
1	01-11-31-20-0090 Construction management fees, for work to \$1,000,000	Project	598,000.0000	6.0000%	\$35,880.00	RSM22FAC O&P P
2	01-31-13-70-0260 Overhead, general Contractors mark-up on total, including O&P for handling sub-contracts, maximum	%	598,000.0000	15.0000%	\$89,700.00	RSM22FAC O&P P
3	01-54-36-50-1600 Mobilization or demobilization, delivery charge for equipment, hauled on 50-ton capacity towed trailer	Ea.	9.0000	\$3,425.00	\$30,825.00	RSM22FAC L,E,O&P P
01 - General Requirements Total					\$156,405.00	
31 - Earthwork						
4	31-23-23-20-9714 Cycle hauling(wait, load, travel, unload or dump & return) time per cycle, excavated or borrow, loose cubic yards, 30 min load/wait/unload, 18 C.Y., 8 wheel truck, cycle 50 miles, 50 MPH, excludes loading equipment	L.C.Y.	1,704.0000	\$16.80	\$28,627.20	RSM22FAC L,E,O&P P
5	31-23-23-20-9714 Cycle hauling(wait, load, travel, unload or dump & return) time per cycle, excavated or borrow, loose cubic yards, 30 min load/wait/unload, 18 C.Y., 8 wheel truck, cycle 50 miles, 50 MPH, excludes loading equipment	L.C.Y.	487.0000	\$16.80	\$8,181.60	RSM22FAC L,E,O&P P
6	31-32-13-16-1020 Cement soil stabilization, 4% mix, by volume, 6" deep, includes scarifying and compaction	S.Y.	4,213.0000	\$11.15	\$46,974.95	RSM22FAC M,L,E,O&P P
31 - Earthwork Total					\$83,783.75	
32 - Exterior Improvements						
7	32-11-23-23-0200 Base course drainage layers, aggregate base course for roadways and large paved areas, stone base, compacted, 3/4" stone base, 10 9" deep	S.Y.	4,213.0000	\$8.20	\$34,546.60	RSM22FAC M,L,E,O&P P
8	32-12-16-13-0380 Plant-mix asphalt paving, for highways and large paved areas, wearing course, 2" thick, no hauling included	S.Y.	4,213.0000	\$10.90	\$45,921.70	RSM22FAC M,L,E,O&P P
9	32-12-16-13-3100 Plant-mix asphalt paving, pre-treatment for paving, tack coat, emulsion, 0.10 gallons/S.Y., 1000 S.Y.	S.Y.	4,213.0000	\$1.81	\$7,625.53	RSM22FAC M,L,E,O&P P
32 - Exterior Improvements Total					\$88,093.83	
Alternate						
10	31-41-13-10 Custom Barricade, Signs, Traffic Handling	LSQM	1.0000	\$32,236.00	\$32,236.00	CUSTOM B P
11	32-11-226-13-0560 Custom Asphalt Stabilize Base	Ton	1,704.0000	\$183.50	\$312,684.00	CUSTOM B P
12	32-11-23-23-0200 Custom Rework Base Material	SY	4,213.0000	\$7.30	\$30,754.90	CUSTOM B P
13	32-12-16-13-0380 Custom Dense Grade Hot Mix	Ton	487.0000	\$249.00	\$121,263.00	CUSTOM B P

Final Estimate

Estimator: Kyle Kelley

Labelle Rd Reconstruction

Alternate

Item	Description	UM	Quantity	Unit Cost	Total	Book
14	32-13-13-25-0030-Custom Flexible Pavement Structure Repair	SY	300.0000	\$125.40	\$37,620.00	CUSTOM _B
15	32-17-23-13 Custom Pavement Markings	LSUM	1.0000	\$24,047.00	\$24,047.00	CUSTOM _B
16	Allowance Owner Field Testing	LSUM	1.0000	\$4,400.00	\$4,400.00	CUSTOM _B
Alternate Total						\$663,004.90

Estimate Grand Total 699,310.78



A CRH COMPANY

Oldcastle Materials Texas, Inc.
P.O. Box 20779
Beaumont, TX 77720
Phone: (409) 866-1444

Industrial Project Proposal

Estimate 7640

Quote Recipient:

10/27/2022

PROJECT DESCRIPTION

Jefferson Co. Labelle Reconstruction

BID ITEM CODE	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
10	MOBILIZATION	1.000	LSU	\$29,400.00	\$29,400.00
20	REWORK BASE MATERIAL	4,213.000	SY	\$ 6.44	\$27,131.72
30	EXCAVATE (DISPOSE MATERIAL)	882.000	CY	\$ 43.50	\$38,367.00
40	CEMENT TREATMENT (ROAD MIXED)	89.000	TON	\$ 274.00	\$24,386.00
50	ASPHALT STABILIZED BASE	1,704.000	TON	\$ 161.00	\$274,344.00
60	TACK	422.000	GAL	\$ 17.00	\$7,174.00
70	DENSE GRADED HOT-MIX	487.000	TON	\$ 218.50	\$106,409.50
80	FLEXIBLE PAV. STRUCTURE REPAIR	300.000	SY	\$ 110.00	\$33,000.00
90	REMOVAL OF STRUCTURES 24" DIAMETER	1.000	LSU	\$5,800.00	\$5,800.00
100	BARRICADES, SIGNS AND TRAFFIC HANDLING	1.000	LSU	\$27,400.00	\$27,400.00
110	REFLPAV MRK TY 1 (W) 4" SLD (100MIL)	3,391.000	LF	\$ 1.87	\$6,341.17
120	REFLPAV MRK TY 1 (W) 8" SLD (100MIL)	120.000	LF	\$ 2.87	\$ 344.40
130	REFLPAV MRK TY 1 (W) 24" SLD (100MIL)	12.000	LF	\$ 23.93	\$ 287.16
140	REFL PAV MRK TY 1 (W) ARROW SLD (100MIL)	1.000	EA	\$ 136.40	\$ 136.40
150	REFL PAV MRK TY 1 (W) WORD SLD (100MIL)	1.000	EA	\$ 136.40	\$ 136.40
160	REFL PAV MRK TY 1 4" (SLD) (100MIL)	3,266.000	LF	\$ 2.20	\$7,185.20



A CRH COMPANY

Oldcastle Materials Texas, Inc.
P.O. Box 20779
Beaumont, TX 77720
Phone: (409) 866-1444

Industrial Project Proposal

Estimate 7640

170	REFL PAV MRK TY 1 24" (SLD) (100MIL)	260.000	LF	\$ 24.20	\$6,292.00
180	FIELD TESTING ALLOWANCE	1.000	LSU	\$4,400.00	\$4,400.00
				TOTAL:	\$598,534.95

Scope of Work:

- Place 2" of HMA TY D PG70-22 as road final surface.
- Place 7" of ASB as base course.
- 6" of cement treatment subgrade.
- Proposal based on areas being worked on with no obstructions, traffic, hand work, or restrictions.
- Stripe road per plan details.

Clarifications and Exceptions:

- This proposal includes one mobilization; any remobilizations shall be extra to this proposal.
- Gulf Coast will advise client on next day scope for permitting.
- If accepted, scheduler will contact client to set up project date.
- ***Taxes have been excluded from this proposal unless stated otherwise. ***
- Client assures no underground obstructions.
- This proposal does not include a full-time safety representative or field office with staff.
- Staging area will be provided by client.
- Material testing has not been included in this proposal.
- Any unforeseen project obstructions such as, but not limited to, underground impediments, unanticipated additional material, unanticipated delays initiated by the Customer/Owner will trigger the proper change order to facilitate the financial change.
- Gulf Coast will not be held financially liable for damages or changes to any aspect of the project due to a natural disaster, traffic, act of God or modifications by the Customer/Owner.
- Price does not include any form of project maintenance once the proposed scope of work is complete.

Unless the words "Lump Sum" or "LSU" appear next to an item of work, it is understood and agreed that the quantities referred to above are estimates only and that payment shall be made at the stated unit prices for actual quantities of work performed by Gulf Coast.

This proposal expires thirty (30) days from the effective date of this Proposal.

If you agree to these terms, prices and conditions, including the terms and conditions on the next page, please acknowledge acceptance by signing in the space provided and return the original hereof to us, retaining a copy for your files. The person signing for you below represents that he or she is fully authorized to enter into this Agreement.



A CRH COMPANY

Oldcastle Materials Texas, Inc.
P.O. Box 20779
Beaumont, TX 77720
Phone: (409) 866-1444

Industrial Project Proposal

Estimate 7640

Sincerely,

Gulf Coast, a CRH Company

ACCEPTED:

Firm Name

Name & Title

Date



A CRH COMPANY

Oldcastle Materials Texas, Inc.
P.O. Box 20779
Beaumont, TX 77720
Phone: (409) 866-1444

Industrial Project Proposal

Estimate 7640

TERMS AND CONDITIONS - Proposal and Contract

Payment in full for all work performed hereunder during any month shall be made not later than the tenth (10th) day of the month next following. Final and complete payment for all work performed hereunder shall be made not later than fifteen (15) days after the completion of such work. Interest at the highest rate allowable under the laws of the in state which the work is done, or one and one half percent (1½%) per month, whichever is less, shall be charged and paid on all unpaid balances from the due date to the date we receive payment. You agree to pay in full all costs and expenses incurred by GULF COAST in collecting the amounts owed by you under the Agreement, including any and all court costs and attorneys' fees. Payments received will be applied against open items on unpaid invoices in an order and sequence determined by GULF COAST in its sole discretion. Any monies paid to you for our work shall be held in trust for our benefit.

We shall not become obligated to perform the work called for under this Proposal and Contract until we check and approve your credit. This Proposal and Contract shall be null and void if your credit is not approved. If credit conditions become unsatisfactory at any time prior to our completion of the work hereunder, you will furnish adequate security upon our request.

This document is the full agreement between us, regardless of any prior proposals or communications. Any deviations from the specifications or modification of the terms of this contract and any extra or incidental work, or reductions in work, shall be set forth in writing and signed by both parties prior to the making of such change. We will be compensated for any increase in our costs caused by such change, on the basis of the increase plus ten percent (10%) profit. If a time is set for the performance of work, and if, in our judgment, such change or other circumstances beyond our reasonable control will increase the time necessary for our performance, we will be granted a reasonable extension of time.

We will provide and pay for Worker's Compensation, General Liability and Property Damage Insurance. You agree to carry General Liability and Property Damage Insurance sufficient to protect yourself against any and all claims and liabilities arising from the performance of the work, including but not limited to claims arising under your agreement to indemnify and hold us harmless under this contract.

We shall be provided with suitable access to the work area. If our work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be so performed and completed as to permit us to perform out work hereunder in a normal uninterrupted single shift operation.

Unless a time for the performance of our work is specified, we shall undertake it in the course of our normal operating schedule. We shall not be liable for any failure to undertake to complete, and may suspend, the work for causes beyond our reasonable control, including but not limited to fire, flood or other casualty; the presence on or beneath the work site of utilities, facilities, substances, or objects, including but not limited to any substance that in our opinion is hazardous or toxic or the reporting, remediation, or clean-up of which is required by any law or regulation (together "subsurface conditions"); labor disputes or other disagreements; and accidents or other mishaps, whether affecting this work or other operations in which we are involved, directly or indirectly.

If for causes beyond our reasonable control our work is not completed within twelve (12) months after the date of your acceptance of the proposal, we may cancel this agreement at any time thereafter on ten (10) days notice. In such event (i) we shall be relieved of any further obligation with respect to the balance of the work; and (ii) we shall be entitled to receive final and complete payment for all work performed by us to the date of cancellation within fifteen (15) days thereafter.

We shall not be responsible for, and you agree to indemnify and hold us harmless from, any suit, claim, liability, cost or expense arising from or in any way related to: sidewalks, driveways or other improvements located within our work area or designated areas of access, and to adjacent property and improvements; subsurface conditions; and any and all other alleged damages to persons or property, including but not limited to personal injury and death, arising from the performance of the work, unless such alleged damages arise from our sole negligence. You further agree to indemnify and protect us and save us harmless from any and all loss,



A CRH COMPANY

Oldcastle Materials Texas, Inc.
P.O. Box 20779
Beaumont, TX 77720
Phone: (409) 866-1444

Industrial Project Proposal

Estimate 7640

damage, costs, expenses and attorney's fees suffered or incurred on account of your breach of any obligations and covenants of this contract. It is further understood that we shall not be responsible for any damage to or deterioration of any of our work, whether completed or in process, resulting from any cause or causes beyond our reasonable control, including but not limited to failure of subgrade or other subsurface conditions, or failure or inadequacy of any labor or materials not furnished and installed by us, whether or not such failure or inadequacy was or could have been known at the time our work was undertaken. You agree that the proper jurisdiction and venue for adjudication concerning this contract is Jefferson County, and you waive any right to jurisdiction and venue in any other place.




JEFFERSON COUNTY PURCHASING DEPARTMENT
Douglas Anderson III, Purchasing Agent

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

MEMORANDUM

To: Commissioners' Court

From: Deborah Clark 
Purchasing Agent

Date: November 15, 2022

Re: Disposal of Salvage Property

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

Thank you.



JEFFERSON COUNTY PURCHASING DEPARTMENT

DISPOSAL OF SALVAGE PROPERTY

Date: 11/2/2022

Department: County Judges Office

Contact Person: Melissa Mewa

Phone: 409-835-8466

Fax: _____

Department Head Approval: *Melissa Mewa*

Approved in Com. Court: _____

Description of Property	Serial No.	Asset No.	Condition of Property
HP Color Printer 8550GN	JPYB026574	none	broken




JEFFERSON COUNTY PURCHASING DEPARTMENT
Douglas Anderson III, Purchasing Agent

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

MEMORANDUM

To: Commissioners' Court

From: Deborah Clark 
Purchasing Agent

Date: November 15, 2022

Re: Disposal of Salvage Property – Computers & Equipment

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

Thank you.

Jefferson County Surplus

Department Located	Description of Property	Serial #	Department Assigned to	Asset #
	PERSONAL COMPUTERS			
MIS	Dell Optiplex 7010	DB0M8Y1	County Judge	15BT-34558
MIS	Dell Optiplex 7010	5F10PW1	CC2	52BT-34380
MIS	Dell Optiplex 7010	5SH2BY1	CC2	52BT-34595
MIS	Dell Optiplex 7020	8GMKC42	DA	30BT-35233
MIS	Dell Optiplex 9030 A11	D2K6842	DA	30BT-35104
MIS	Dell Optiplex 7010	1PZ78V1	Victim's Assistance	97VA-34256
MIS	Dell Optiplex 755	67Y6HJ1	DA	30BT-33284
MIS	Dell Optiplex 760	H8QR0L1	Comm Pct 3	113-33523
MIS	Dell Optiplex 755	84YRFG1	Veteran's	96BT-32934
MIS	Dell Optiplex GX 790	C86Q6V1	Tax Office Beaumont	11BT-34235
MIS	Dell Optiplex GX 790	C87H6V1	Tax Office Beaumont	11BT-34236
MIS	Dell Optiplex GX 790	C87K6V1	Tax Office Beaumont	11BT-34234
MIS	Dell Optiplex GX 790	C86S6V1	Tax Office Beaumont	11BT-34233
MIS	Dell Optiplex 7020	9SQ6R22	Sherrif's Office BMT	59BT-35057
MIS	Dell Optiplex 7010	1X8JFX1	Sherrif's Office BMT	59BT-34487
MIS	Dell Optiplex 755 Miniflwer	EXTFDH1	Airport	510-33016
MIS	Dell Optiplex 755	DMPKKH1	County Judge	15BT-33074
MIS	Dell Optiplex 760	F9QR0L1	County Judge	15BT-33530
MIS	Dell Optiplex 780	3CLX1N1	58th District Ct	33BT-33683
MIS	Dell 7010 Miniflwer Base	1PY68V1	Victim's Assistance	97VA-34255
MIS	Dell CTO Workstation	1QF6CP2	MIS	25BT-36215
MIS	Dell Optiplex 380	4GDKFQ1	County Clerk	14BT-33936
MIS	Dell Optiplex 380	4GGMFQ1	Risk Management	16BT-33910
MIS	Dell Precision T3600	CHXCTW1	Jail Mid County	62BT-34456
MIS	Dell Optiplex 780	99QR0L1	District Attorney	30BT-33521
MIS	Gateway E 4000	0031727197	MIS	25BT-29912




JEFFERSON COUNTY PURCHASING DEPARTMENT

Douglas Anderson III, Purchasing Agent

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

MEMORANDUM

To: Commissioners' Court

From: Deborah Clark
Purchasing Agent 

Date: November 15, 2022

Re: Disposal of Scrap Property

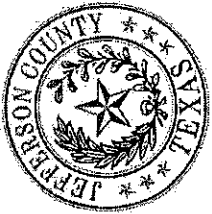
Consider and possibly approve disposal of scrap metal. Scrap property to be transported to a metal salvage company and there sold for such price as it may command and return funds to the County.

Thank you.

Scrap Metal

JEFFERSON COUNTY PURCHASING DEPARTMENT

DISPOSAL OF SALVAGE PROPERTY



Date: 10-19-22

Department: Pct. 1 Road & Bridge

Contact Person: Paul Truax

Phone: 409-835-8442

Fax: 409-752-3087

Department Head Approval: *Paul Truax*

Approved in Com. Court: _____

Description of Property	Serial No.	Asset No.	Condition of Property
Caterpillar Wheeled Roller	3XR00397/PS150B	24442	POOR

Jefferson County

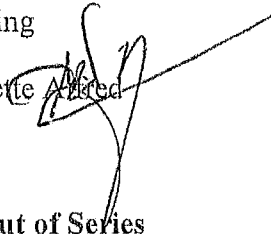


Precinct Four

Everette "Bo" Alfred
Commissioner

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

MEMO

TO: Ms. Fran Lee, Auditing
FROM: Commissioner Everette Alfred 
DATE: October 26, 2022
RE: **Transfer Funds –Out of Series**

Please make the following transfer as indicated.

- Transfer \$17,160 from account # 114-0402-431.10-28 (Laborers) into account # 114-0402-431.50-77 (Contractual Service) for additional cost of Contractual Services.

Cleaning of buildings

Thank you.

EA/nr

MEMORANDUM

TO: COMMISSIONERS COURT
FROM: FRAN LEE
SUBJECT: BUDGET AMENDMENT
DATE: OCTOBER 31, 2022

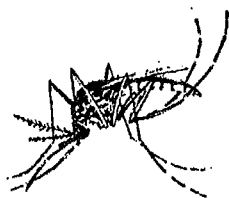
The following FY 2022 budget transfer for the Road & Bridge Pct 3 is necessary for additional cost for repairs.

113-0305-431-4018	Road Machinery	\$2,500	
113-0302-431-1028	Laborers		\$2,500

Jefferson County Mosquito Control District

Organized in 1950

Denise Marcel, Director
8905 First Street
Beaumont, Texas 77705
Phone: (409) 719-5940
Fax: (409) 727-4176
wheeler@co.jefferson.tx.us



Advisory Commission:
Dr. M.O. Way, Chairman
Jaime Batiste, Secretary
George Mitchell
Matt Vincent
Reginald Boykins Sr.
Rufus LaVergne

October 31, 2022

Good afternoon, Mrs. Fran

As per our email conversation today, I am requesting that funds in the amount of \$25,849.20 (per quote from Ken Durbin with Silsbee Ford) be transferred from Contingency to 124-5081-448.60-42 (Capital Outlay/Trucks & Trailers). This request comes because the truck needing to be replaced (single drive truck) is leaking power steering fluid. Parts have been changed (power steering rack piston & pumps), however, the leak is still heavy. This truck has over 142,000 miles and driving in low gear @ 10 mph it was recommended by Joe (Service Center) that it be replaced.

If you have any questions please give me a call at ext. 5923

Thank you,

Denise Marcel



PRODUCT PRICING SUMMARY

GOODBUY 17-17 8F000 VEHICLES

VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: JEFFERSON COUNTY

Prepared by: KEN DURBIN

Contact: DENISE WHEELER O-719-5940

Phone: MO # 409-284-1009

Email: WHEELER@CO.JEFFERSON.TX.US

Email: KDURBIN.COWBOYFLEET@GMA

2022 FORD F-150 LWB

Date: November 1, 2022

A. Bid Item: 6

A. Base Price: \$ 19,322.00

B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
FIC	2022 F-150 REG CAB 4X2 8" BED	\$ 2,245.00		WHITE EXT / GRAY INT.	
1	AUTO Matic TRANSMISSION	\$ -			
1	AIR CONDITIONING	\$ -		CUSTOMER PICK UP	
99T	3.7L GAS ENGINE	\$ -			

Total of B. Published Options: \$ 2,245.00

Published Option Discount (5%) \$ -

C. Additional Options [not to exceed 25%]

\$= 15.9 %

Options	Bid Price	Options	Bid Price
RADIO SUPPRESSION PKG	\$ 125.00		\$ -
2022 MODEL UPGRADE ?	\$ 3,300.00		

Total of C. Unpublished Options: \$ 3,425.00

D. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ 445.75

E. Lot Insurance (for in-stock and/or equipped vehicles): \$ 111.45

F. Contract Price Adjustment: \$ -

G. Additional Delivery Charge: 0 miles \$ -

H. Subtotal: \$ 25,549.20

I. Quantity Ordered 1 x K = \$ 25,549.20

J. Trade in: \$ -

K. GOODBUY Administrative Fee (\$300 per purchase order) \$ 300.00

L. TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE \$ 25,849.20

budget amendment

Joe Zurita <Joe.Zurita@jeffcotx.us>

Mon 11/7/2022 3:58 PM

To: Fran Lee <Fran.Lee@jeffcotx.us>

good afternoon, Can you add on the next court agenda a transfer of funds from account 120-8095-417-40-09 in the amount of \$500.00 to account 120-8095-417-6014 . I entered the wrong dollar amount on the last request of 7200.00 which should of been 7700.00. Please and thank you

Verenice Rosales, SPHR
Director of
Human Resources and Risk Management
Tel. (409) 839-2391
Fax. (409) 839-2399



Jefferson County Courthouse
1225 Pearl Street
Suite 201
Beaumont, TX 77701
E-mail: hrdept@jeffcotx.us

MEMORANDUM

To: Fran Lee, 1st Assistant County Auditor
From: Verenice Rosales, Director of Human Resources & Risk Management *VR*
Date: November 8, 2022
Subject: Budget Transfers in HR & Risk Management

I am requesting to transfer **\$426 from Risk Management Travel (120 1016 415 5062)** to **Risk Management Minor Equipment (120 1016 415 3084)** to cover partial purchase of a TV monitor and mount for HR/Risk Conference Room.

I am requesting to transfer **\$426.00 from HR Misc. Training (120 1012 415 5099)** to **Risk Management Minor Equipment (120 1016 415 3084)** to cover partial purchase of a TV monitor and mount for HR/Risk Conference Room.

Please call me if you have any questions.

AMENDMENT TO CONTRACT

THE STATE OF TEXAS)(
)(**AMENDMENT NO. 3 TO CONTRACT NO. CA-0000997**
 COUNTY OF TRAVIS)(

It is mutually understood and agreed by and between the undersigned contracting parties of the above numbered Contract to amend said contract as follows:

In accordance with the terms of the above referenced contract executed January 22, 2021, Amendment 1 executed December 17, 2021, and Amendment 2 executed June 29, 2022, TPWD hereby amends the project entitled, "Mesquite Point Public Boat Ramp" as follows:

SECTION IX, TERM OF CONTRACT, the contract termination date remains May 31, 2023.

Pursuant to SECTION IV, CONTRACT AMOUNT, an additional budget of \$125,000 (one hundred twenty-five thousand dollars) in donation funding will be provided by TPWD for contracted services per Table 1 below. The new total reimbursable contract amount will not exceed \$861,032 (eight hundred sixty-one thousand thirty-two dollars).

Table 1. Funding

Current TPWD Reimbursable Funding (Federal Grant Funds Hurricane Harvey Disaster Recovery CFDA 11.022 NA19NMF0220006)	<u>Additional Reimbursable Funding (Donation)</u>	<u>Total TPWD Reimbursable Funding</u>
\$736,032	<u>\$125,000</u>	<u>\$861,032</u>

Budgeted monies not spent in Fiscal Year (FY) 2022 are eligible to be rolled over to FY 2023.

The "Proposal and Budget" of Attachment A are updated to include the additional donation funds as provided below:

Section K., Budget Narrative, is updated with the following fiscal year breakdown for reimbursable funding:

Budget Category	FY 2022	FY 2023	Total
Contractual	\$ 188,036.82	\$ 672,995.18	\$ 861,032.00

SECTION XI. GENERAL TERMS AND CONDITIONS, is updated with the following new terms:

State Records Retention Requirements: Performing Entity shall maintain and retain supporting fiscal and any other documents relevant to showing that any payments under this Performing Entity's funds were expended in accordance with the laws and regulations of the State of Texas, including but not limited to, requirements of the Comptroller of the State of Texas and the State Auditor. Performing Entity shall maintain all such documents and other records relating to this Contract and the State's property for a period of seven (7) years after the date of submission of the final invoices or until a resolution of all billing questions, whichever is later. Performing Entity shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to the work of this Contract.

Severability: Each provision of this Contract is distinct and severable from the others. If one or more provisions is or becomes invalid, unlawful, or unenforceable in whole or in part, the validity, lawfulness and enforceability of the remaining provisions (and of the same provision to the extent enforceable) will not be impaired, and the Parties agree to substitute a provision as similar to the offending provision as possible without its being invalid, unlawful or unenforceable.

Child Support Obligation: Performing Entity represents and warrants that it will include the following clause in the award documents for every subaward and subcontract and will require subrecipients and contractors to certify accordingly: "Under Section 231.006 of the Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application."

Byrd Anti-Lobbying Amendment: Performing Entity certifies that no federal appropriated funds have been paid or will be paid to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf to obtain, extend, or modify this contract or grant. If non-federal funds are used by Performing Entity to conduct such lobbying activities, Performing Entity shall promptly file the prescribed disclosure form. In accordance with 31 U.S.C. § 1352(b)(5), Performing Entity acknowledges and agrees that it is responsible for ensuring that each subrecipient and subcontractor certifies its compliance with the expenditure prohibition and the declaration requirement.

Clean Air Act and Federal Water Pollution Control Act: Performing Entity represents and warrants that it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

Executive Head of a State Agency Affirmation: In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Performing Entity certifies that it is not (1) the executive head of TPWD, (2) a person who at any time during the four years before the date of the contract or grant was the executive head of TPWD, or (3) a person who employs a current or former executive head of TPWD.

Open Meetings: If the Performing Entity is a governmental entity, Performing Entity represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special or called meeting of a governmental body to be open to the public, except as otherwise provided by law.

Public Camping Ban: Performing Entity certifies that it has not received a final judicial determination finding it intentionally adopted or enforced a policy that prohibited or discouraged the enforcement of a public camping ban in an action brought by the Attorney General under Local Government Code §364.003. If Performing Entity is currently being sued under the provisions of Local Government Code §364.003, or is sued under this section at any point during the duration of this grant, Performing Entity must immediately disclose the lawsuit and its current posture to TPWD.

Reporting Suspected Fraud and Unlawful Conduct: Performing Entity represents and warrants that it will comply with Section 321.022 of the Texas Government Code which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

[Signature page follows.]

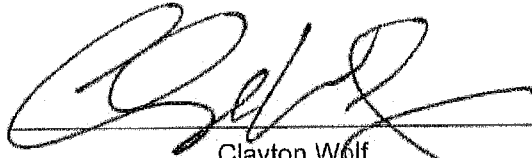
This Amendment shall become effective **upon signature of both parties**. All other terms and conditions not hereby amended are to remain in full force and effect.

RECEIVING AGENCY

PERFORMING AGENCY

TEXAS PARKS AND WILDLIFE DEPARTMENT

JEFFERSON COUNTY

By: 
Clayton Wolf
Chief Operating Officer

By: 
Authorized Signature

Date: 10/28/2022
SAM
UEID: EVA9NVGH2K85

Date: 10/11/22
SAM
UEID: EKC1BVNLJXA8

Award Letter

November 2, 2022

Dear Jeff Branick,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you that the Office of Justice Programs (OJP) has approved the application submitted by JEFFERSON, COUNTY OF for a Payment Award (non-grant) under the funding opportunity entitled 2021 BJA FY 2021 State Criminal Alien Assistance Program Program Requirements and Application Instructions. The approved payment amount is \$48,004.

Review the award instrument below carefully and familiarize yourself with all requirements before accepting your payment award. The award instrument includes the payment award offer and award acceptance. In connection with this payment award, references to the term "award" should be understood as this payment award.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the award offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations on your payment award.

Maureen Henneberg
Deputy Assistant Attorney General

Award Information

This award is offered subject to the conditions or limitations set forth in the award instrument.

Recipient Information**Recipient Name**

JEFFERSON, COUNTY OF

UEI

EKC1BVNLJXA8

Street 1
1149 PEARL STREET 7TH FLOOR

Street 2

City
BEAUMONT

State/U.S. Territory
Texas

Zip/Postal Code
77701

Country
United States

County/Parish

Province

Award Details

Payment Award Date
11/2/22

Award Type
Initial

Award Number
15PBJA-21-RR-04970-SCAA

Supplement Number
00

Payment Award Amount
\$48,004.00

Funding Instrument Type
Reimbursement

Assistance Listing Number	Assistance Listings Program Title
16.606	State Criminal Alien Assistance Program
Statutory Authority	

8 U.S.C. § 1231(i) and Department of Justice Appropriations Act, 2021, Pub. L. 116-260, 134 Stat 1182, 1258

I have read and understand the information presented in this section of the award instrument.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the award instrument.

1

In accepting this award, the recipient declares and certifies, among other things, that any payment made will be used only for "correctional purposes", as required by 8 U.S.C. § 1231(i)(6).

2

In accepting this award, the recipient declares and certifies, among other things, that it has current information in the System for Award Management, as indicated in 2 C.F.R. Part 25.

I have read and understand the information presented in this section of the award instrument.

SCAAP Certifications

SCAAP Applicant Government and Submitting Government Official

On behalf of myself and the applicant government, and in support of this application to the FY 2020 program, I certify to OJP, under penalty of perjury, that the information on the applicant government and the submitting government official entered above as part of this online application to the FY 2020 program is true and correct to the best of my knowledge and belief, based upon diligent inquiry and review, and is provided in accordance with the requirements, definitions, and instructions set out in the OJP document entitled State Criminal Alien Assistance Program: FY 2020 Program Requirements and Application Instructions. I further certify that I have the legal authority to make this certification to OJP, including from the chief executive of the applicant government.

I understand and acknowledge that OJP will rely upon this and all other certifications in this online application as material representations in any decision to make a SCAAP payment to the applicant government in response to this application.

I understand and acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant "State" or "unit of local government" to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and §§ 3801-3812). I also understand and acknowledge that payments under OJP programs such as SCAAP, including certifications provided in connections with such payments, are subject to review by USDOJ, including by OJP and the USDOJ Office of the Inspector General.

SCAAP Information on "Eligible Inmates"

On behalf of myself and the applicant government, and in support of this application to the FY 2020 program, I certify to OJP, under penalty of perjury, that the information on "eligible inmates" entered or uploaded as part of this online application to the FY 2020 program-- (1) was determined and is reported here using due diligence, and in accordance with the requirements, definitions, and instructions set out in the OJP document entitled State Criminal Alien Assistance Program: FY 2020 Program Requirements and Application Instructions, and (2) is true and correct to the best of my knowledge and belief, based upon diligent inquiry and review. I further certify that I have the legal authority to make this certification to OJP, including from the chief executive of the applicant government.

I understand and acknowledge that OJP will rely upon this certification as a material representation in making any SCAAP payment under the FY 2020 program, and that this certification is subject to review by USDOJ. I also understand that, if this certification is false or otherwise inaccurate or misleading (including because of omission of a material fact), both I and the applicant government may be subject to criminal prosecution, civil penalties, and/or administrative remedies, including as described in the certification in this online application as to the "Applicant Government and Submitting Government Official."

SCAAP Information on "Correctional Officers" and "Facilities"

On behalf of myself and the applicant government, and in support of this application to the FY 2020 program, I certify to OJP, under penalty of perjury, that the information on "correctional officers" and "correctional facilities" entered or uploaded as part of this online application to the FY 2020 program-- (1) was determined and is reported here using due diligence, and in accordance with the requirements, definitions, and instructions set out in the OJP document entitled State Criminal Alien Assistance Program: FY 2020 Program Requirements and Application Instructions, and (2) is true and correct to the best of my knowledge and belief, based upon diligent inquiry and review. I further certify that I have the legal authority to make this certification to OJP, including from the chief executive of the applicant government.

I understand and acknowledge that OJP will rely upon this certification as a material representation in making any SCAAP payment under the FY 2020 program, and that this certification is subject to review by USDOJ. I also understand that, if this certification is false or otherwise inaccurate or misleading (including because of omission of a material fact), both I and the applicant government may be subject to criminal prosecution, civil penalties, and/or administrative remedies, including as described in the certification in this online application as to the "Applicant Government and Submitting Government Official."

I have read and understand the information presented in this section of the award instrument.

SCAAP Use Of Funds

In accepting this award, the recipient declares and certifies, among other things, that any payment made will be used only for “correctional purposes,” as required by 8 U.S.C. § 1231(i)(6). Please select at least one of the options below to indicate that payment will be used for one of the following allowable “correctional purposes.”

Salaries for corrections officers

Overtime costs

Corrections work force recruitment and retention

Construction of corrections facilities

Training/education for offenders

Training for corrections officers related to offender population management

Consultants involved with offender population

Medical and mental health services

Vehicle rental/purchase for transport of offenders

Prison industries

Pre-release/reentry programs

Technology involving offender management/inter-agency information sharing

Disaster preparedness continuity of operations for corrections facility

I have read and understand the information presented in this section of the award instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

- A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.
- B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.
- C. Accept this award on behalf of the applicant.
- D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official

Deputy Assistant Attorney General

Name of Approving Official

Maureen Henneberg

Signed Date And Time

10/31/22 2:07 PM

Authorized Representative

Entity Acceptance

Title of Authorized Entity Official
County Judge

Signed Date And Time

Award Conditions

Award Details

Award Attachments

Performance Management

Funding Balance and Availability

Federal Financial Report (FFR)

Grant Award Modification (GAM)

View Application

Case details

Last updated by
Pega Email Bot
16h ago

Created by
Agent(System-Queue-ServiceLevel.ProcessEvent)
16h ago

DOJ Grant Manager

Joseph Husted

Phone

202-353-4411

Email

Joseph.Husted@usdoj.gov

Participants

(4)

FL
FRAN LEE
OrganizationAdministrator

JH
Joseph Husted

GrantManager

JB
Jeff Branick
AuthorizeRep

PS
Patrick Swain
ApplicationSubmitter

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
CHAPMAN VENDING	327.93	500716	327.93**
ROAD & BRIDGE PCT.#1			
M&D SUPPLY	26.33	500568	
SMART'S TRUCK & TRAILER, INC.	99.00	500584	
HLAVINKA EQUIPMENT COMPANY	153.22	500642	
LD CONSTRUCTION	2,618.70	500651	
ATTABOY TERMITE & PEST CONTROL	48.90	500652	
ADVANCE AUTO PARTS	1,200.00	500667	
MUNRO'S UNIFORM SERVICES, LLC	28.10	500731	4,174.25**
ROAD & BRIDGE PCT.#2			
SPIDLE & SPIDLE	4,755.26	500534	
AUDILET TRACTOR SALES	28.85	500539	
CERTIFIED LABORATORIES	901.42	500544	
DYNAMIC POWER SYSTEM, INC.	50.68	500552	
ENTERGY	186.65	500561	
MOTION INDUSTRIES, INC.	49.57	500571	
RITTER @ HOME	163.91	500577	
ROMCO EQUIPMENT, INC.	11,105.97	500578	
LOWE'S HOME CENTERS, INC.	447.01	500617	
BUMPER TO BUMPER	558.89	500632	
NEW WAVE WELDING TECHNOLOGY	7.50	500645	
ATTABOY TERMITE & PEST CONTROL	132.51	500652	
DOGGETT HEAVY MACHINERY LLC	650.97	500655	
CHARTER COMMUNICATIONS	152.56	500728	
MUNRO'S UNIFORM SERVICES, LLC	40.00	500731	19,231.75**
ROAD & BRIDGE PCT. # 3			
BEAUMONT TRACTOR COMPANY	196.05	500540	
FARM & HOME SUPPLY	75.55	500555	
ENTERGY	436.44	500561	
NOACK LOCKSMITH	61.50	500572	
TRI-CITY FASTENER & SUPPLY	116.00	500590	
W. JEFFERSON COUNTY M.W.D.	28.77	500593	
LOWE'S HOME CENTERS, INC.	289.68	500617	
ASCO	1,309.00	500669	
SHOPPA'S FARM SUPPLY	1,629.91	500680	
SMITTY'S HAMSHIRE GULF	7.00	500692	
PARKER'S BUILDING SUPPLY	285.89	500733	4,435.79**
ROAD & BRIDGE PCT.#4			
CITY OF BEAUMONT - WATER DEPT.	23.28	500545	
DELL MARKETING L.P.	1,590.40	500550	
ENTERGY	1,198.94	500561	
W. JEFFERSON COUNTY M.W.D.	104.13	500593	
UNITED STATES POSTAL SERVICE	29.95	500611	
SHERWIN-WILLIAMS	181.68	500650	3,128.38**
PARKS & RECREATION			
ADAMS BACKHOE SERVICE	900.00	500532	
ENTERGY	155.48	500561	
RITTER @ HOME	53.80	500577	
W. JEFFERSON COUNTY M.W.D.	57.54	500593	1,166.82**
GENERAL FUND			
JEFFERSON CTY. CLERK	2,327.07	500531	2,327.07*
TAX OFFICE			
ACE IMAGEWEAR	41.06	500583	
AT&T	141.03	500585	
UNITED STATES POSTAL SERVICE	642.23	500611	

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	16.11	500612	
NEMO-Q	290.00	500672	
COUNTY HUMAN RESOURCES			1,130.43*
UNITED STATES POSTAL SERVICE	.98	500611	
SIERRA SPRING WATER CO. - BT	51.39	500614	
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	124.00	500689	
AUDITOR'S OFFICE			176.37*
UNITED STATES POSTAL SERVICE	4.42	500611	
ODP BUSINESS SOLUTIONS, LLC	185.69	500730	
COUNTY CLERK			190.11*
UNITED STATES POSTAL SERVICE	277.22	500611	
UNITED STATES POSTAL SERVICE	52.41	500612	
ODP BUSINESS SOLUTIONS, LLC	80.11	500730	
COUNTY JUDGE			409.74*
WELLS PEYTON & PARTAIN, LLP	500.00	500536	
UNITED STATES POSTAL SERVICE	1.54	500611	
THE YOES LAW FIRM, LLP	500.00	500635	
JEFF R BRANICK	144.68	500639	
BRITTANIE HOLMES	500.00	500664	
LAW OFFICE OF J SCOTT FREDERICK	500.00	500682	
ODP BUSINESS SOLUTIONS, LLC	96.72	500730	
RISK MANAGEMENT			2,242.94*
UNITED STATES POSTAL SERVICE	15.63	500611	
COUNTY TREASURER			15.63*
UNITED STATES POSTAL SERVICE	105.26	500611	
PRINTING DEPARTMENT			105.26*
CINTAS CORPORATION	69.14	500690	
PURCHASING DEPARTMENT			69.14*
UNITED STATES POSTAL SERVICE	191.57	500611	
GENERAL SERVICES			191.57*
CASH ADVANCE ACCOUNT	50.00	500565	
VERIZON WIRELESS	265.93	500606	
CROWN CASTLE INTERNATIONAL	1,833.43	500626	
RR DONNELLEY	980.50	500687	
ALLISON, BASS & MAGEE, LLP	26,250.00	500703	
FIBERLIGHT LLC	1,998.75	500711	
CHARTER COMMUNICATIONS	646.41	500723	
DATA PROCESSING			32,025.02*
DELL MARKETING L.P.	967.12	500550	
CDW COMPUTER CENTERS, INC.	919.19	500599	
SKYHELM LLC	12,551.60	500698	
TREVOR WILLIAMS	376.26	500714	
ODP BUSINESS SOLUTIONS, LLC	54.51	500730	
VOTERS REGISTRATION DEPT			14,868.68*
UNITED STATES POSTAL SERVICE	227.87	500611	
ELECTIONS DEPARTMENT			227.87*
BEAUMONT ENTERPRISE	221.72	500553	
THE EXAMINER	3,960.00	500554	
CDW COMPUTER CENTERS, INC.	301.76	500599	

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	278.25	500611	
A. RIFKIN COMPANY	239.14	500631	
ODP BUSINESS SOLUTIONS, LLC	731.24	500730	5,732.11*
DISTRICT ATTORNEY			
JEFFERSON CTY. DISTRICT ATTORNEY	18,020.00	500563	
KIRKSEY'S SPRINT PRINTING	109.20	500567	
TEXAS DISTRICT & COUNTY ATTY ASSN.	120.00	500588	
UNITED STATES POSTAL SERVICE	223.46	500611	
MCM ELEGANTE HOTEL	108.10	500636	
HIGGINBOTHAM INSURANCE AGENCY INC	71.00	500681	18,651.76*
DISTRICT CLERK			
CDW COMPUTER CENTERS, INC.	666.39	500599	
UNITED STATES POSTAL SERVICE	351.30	500611	
TINA CLUBB	50.00	500685	
SHERRY KOHLER	29.11	500686	235.98*
CRIMINAL DISTRICT COURT			
EDWARD B. GRIPON, M.D., P.A.	595.00	500560	
TAMARA DEROUEN	55.00	500596	
UNITED STATES POSTAL SERVICE	8.63	500611	
ADA V. CHRISTY, CSR	726.00	500620	
JOHN STEVENS JR	85.00	500640	
KIMBERLY R. BROUSSARD	1,435.50	500646	2,905.13*
60TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	1.71	500611	1.71*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	1.71	500611	1.71*
172ND DISTRICT COURT			
CASH ADVANCE ACCOUNT	1,012.97	500565	1,012.97*
252ND DISTRICT COURT			
TAMARA DEROUEN	2,667.10	500596	
UNITED STATES POSTAL SERVICE	9.36	500611	
THE SAMUEL FIRM, PLLC	900.00	500702	3,576.46*
279TH DISTRICT COURT			
PHILLIP DOWDEN	325.00	500538	
ANITA F. PROVO	220.00	500575	
KEVIN PAULA SEKALY PC	325.00	500581	
KEVIN S. LAINE	325.00	500598	
KIMBERLY PHELAN, P.C.	1,815.00	500637	
TONYA CONNELL TOUPS	220.00	500644	
REAUD MORGAN & QUINN LLP	1,265.00	500648	
BRITTANIE HOLMES	440.00	500664	
WILLIAM FORD DISHMAN	220.00	500674	
JULLIANA REYES	2,024.00	500700	
SHELANDER LAW OFFICE	660.00	500717	7,839.00*
317TH DISTRICT COURT			
MARVA PROVO	1,050.00	500574	1,050.00*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	27.29	500611	27.29*
JUSTICE COURT-PCT 1 PL 2			
UNITED STATES POSTAL SERVICE	20.62	500611	20.62*
JUSTICE COURT-PCT 6			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	53.92	500611	
DIRECTV, LLC	81.59	500720	
			135.51*
JUSTICE COURT-PCT 7			
ODP BUSINESS SOLUTIONS, LLC	95.81	500730	
			95.81*
JUSTICE OF PEACE PCT. 8			
UNITED STATES POSTAL SERVICE	185.18	500612	
COUNTY COURT AT LAW NO.1			185.18*
UNITED STATES POSTAL SERVICE	8.84	500611	
ODP BUSINESS SOLUTIONS, LLC	198.02	500730	
			206.86*
COUNTY COURT AT LAW NO. 2			
JACK LAWRENCE	250.00	500535	
DONALD BOUDREAUX	420.50	500541	
PETER DOYLE	750.00	500551	
JOHN E MACEY ATTORNEY AT LAW PLLC	250.00	500569	
NATHAN REYNOLDS, JR.	1,205.00	500576	
UNITED STATES POSTAL SERVICE	8.33	500611	
MATUSKA LAW FIRM	387.50	500677	
ODP BUSINESS SOLUTIONS, LLC	965.16	500730	
			4,236.49*
COUNTY COURT AT LAW NO. 3			
DONALD BOUDREAUX	250.00	500541	
THOMAS J. BURBANK PC	250.00	500542	
PETER DOYLE	250.00	500551	
JOHN D WEST	400.00	500602	
UNITED STATES POSTAL SERVICE	9.41	500611	
LANGSTON ADAMS	600.00	500618	
JOEL WEBB VAZQUEZ	250.00	500630	
DON TAYLOR	658.85	500673	
THE SAMUEL FIRM, PLLC	250.00	500702	
			2,918.26*
COURT MASTER			
KENT W JOHNS	1,000.00	500657	
BUDDIE J HAHN	3,448.39	500707	
RICHARD D HUGHES ATTORNEY AT LAW	1,535.00	500712	
			5,983.39*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	1.96	500611	
			1.96*
SHERIFF'S DEPARTMENT			
CITY OF NEDERLAND	82.48	500547	
FED EX	188.27	500556	
CASH ADVANCE ACCOUNT	3,375.62	500565	
KIRKSEY'S SPRINT PRINTING	24.95	500567	
SAM'S WESTERN WEAR, INC.	50.40	500579	
AT&T	334.15	500585	
ULINE SHIPPING SUPPLY SPECIALI	157.81	500591	
UNITED STATES POSTAL SERVICE	973.32	500611	
BEAUMONT OCCUPATIONAL SERVICE, INC.	69.90	500616	
TDATA, INC	299.00	500634	
RITA HURT	1,100.00	500661	
CALLYO 2009 CORP	5,628.00	500679	
GALLS LLC	591.00	500683	
TND WORKWEAR CO LLC	374.85	500694	
VECTOR SECURITY	125.55	500695	
ODP BUSINESS SOLUTIONS, LLC	181.18	500730	
			13,556.48*
CRIME LABORATORY			
FED EX	93.54	500557	
FISHER SCIENTIFIC	219.63	500558	
W.W. GRAINGER, INC.	113.25	500559	

NAME	AMOUNT	CHECK NO.	TOTAL
CASH ADVANCE ACCOUNT	1,125.03	500565	
CDW COMPUTER CENTERS, INC.	132.00	500599	
VERIZON WIRELESS	37.99	500607	
CERILLIANT	49.90	500619	
CLEAN HARBORS ENVIRONMENTAL SERVICE	142.97	500623	
CAYMAN CHEMICAL COMPANY	283.00	500653	
AIRGAS USA, LLC	2,666.97	500701	
ODP BUSINESS SOLUTIONS, LLC	86.84	500730	
JAIL - NO. 2			4,951.12*
COASTAL WELDING SUPPLY	214.23	500548	
W.W. GRAINGER, INC.	106.72	500559	
ENTERGY	46,388.76	500561	
M&D SUPPLY	394.39	500568	
SETZER HARDWARE, INC.	34.08	500582	
AT&T	1,084.53	500585	
TRIANGLE ENGINE DIST.	27.18	500589	
WHOLESALE ELECTRIC SUPPLY CO.	219.15	500594	
LOWE'S HOME CENTERS, INC.	1,595.24	500617	
NORTH SHORE SUPPLY COMPANY	80.00	500628	
EPIC CARD SERVICES LLC	798.00	500662	
CONSTELLATION NEWENERGY - GAS DIVIS	3,140.14	500668	
MATERA PAPER COMPANY INC	15,051.36	500670	
GALLS LLC	436.25	500683	
CINTAS CORPORATION	633.79	500690	
MOORE-ALL TEX SUPPLY	3,194.52	500699	
TRINITY SERVICES GROUP INC	28,052.59	500706	
LIBERTY GOLF CARS	1,492.50	500715	
MCCOWN PAINT & SUPPLY	1,100.00	500735	
JUVENILE PROBATION DEPT.			104,043.43*
CASH ADVANCE ACCOUNT	272.86	500565	
UNITED STATES POSTAL SERVICE	24.06	500611	
ROXANA MITCHELL	230.00	500684	
NICOLE BONSALE	108.75	500736	
JUVENILE DETENTION HOME			635.67*
AT&T	707.55	500585	
CLEAN HARBORS ENVIRONMENTAL SERVICE	85.40	500623	
BEN E KEITH COMPANY	3,426.70	500629	
AI FILTER SERVICE COMPANY	183.79	500659	
WASTEWATER TRANSPORT SERVICES LLC	1,018.70	500678	
FLOWERS BAKING COMPANY OF HOUSTON	112.41	500732	
CONSTABLE PCT 1			5,534.55*
MCNEILL INSURANCE AGENCY	71.00	500570	
ADVANCED SYSTEMS & ALARM SERVICES,	384.00	500601	
UNITED STATES POSTAL SERVICE	58.92	500611	
GALLS LLC	2,191.08	500683	
GOT YOU COVERED WORK WEAR & UNIFORM	199.28	500721	
ODP BUSINESS SOLUTIONS, LLC	702.96	500730	
CONSTABLE-PCT 6			3,607.24*
UNITED STATES POSTAL SERVICE	8.58	500611	
AGRICULTURE EXTENSION SVC			8.58*
DAVID OATES	123.13	500688	
COURTNEY PRIESS	41.25	500718	
EPSILON SIGMA PHI	160.00	500722	
ODP BUSINESS SOLUTIONS, LLC	118.76	500730	
HEALTH AND WELFARE NO. 1			443.14*
CALVARY MORTUARY	4,500.00	500543	
CASH ADVANCE ACCOUNT	220.07	500565	
CLAYBAR HAVEN OF REST	5,400.00	500609	
UNITED STATES POSTAL SERVICE	62.83	500611	

NAME	AMOUNT	CHECK NO.	TOTAL	
CLEAN HARBORS ENVIRONMENTAL SERVICE	242.99	500623	10,425.89*	
HEALTH AND WELFARE NO. 2				
UNITED STATES POSTAL SERVICE	223.51	500612	432.93*	
CLEAN HARBORS ENVIRONMENTAL SERVICE	42.70	500623		
CHARTER COMMUNICATIONS	166.72	500725		
NURSE PRACTITIONER				
MCKESSON MEDICAL-SURGICAL INC	963.88	500600	1,056.72*	
CLEAN HARBORS ENVIRONMENTAL SERVICE	92.84	500623		
ENVIRONMENTAL CONTROL				
AT&T	43.15	500585	43.15*	
INDIGENT MEDICAL SERVICES				
CARDINAL HEALTH 110 INC	37,306.12	500671	37,306.12*	
MAINTENANCE-BEAUMONT				
CITY OF BEAUMONT - WATER DEPT.	269.00	500545	9,188.38*	
ENERGY	571.21	500561		
M&D SUPPLY	756.51	500568		
ACE IMAGEWEAR	218.02	500583		
AT&T	558.44	500585		
SEYMOUR UPHOLSTERY	350.00	500597		
LOWE'S HOME CENTERS, INC.	37.99	500617		
CENTERPOINT ENERGY RESOURCES CORP	4,887.75	500633		
CINTAS CORPORATION	84.21	500690		
REXEL USA INC	528.10	500697		
WES VICE HARDWOODS & SUPPLY INC	570.29	500709		
CHARTER COMMUNICATIONS	174.69	500727		
MCCOWN PAINT & SUPPLY	182.17	500735		
MAINTENANCE-PORT ARTHUR				
CITY OF PORT ARTHUR - WATER DEPT.	651.44	500546		1,580.11*
TEXAS GAS SERVICE	747.87	500622		
PARKER'S BUILDING SUPPLY	180.80	500733		
MAINTENANCE-MID COUNTY				
CITY OF NEDERLAND	113.47	500547	1,550.98*	
ENERGY	474.68	500561		
ACE IMAGEWEAR	77.48	500583		
AT&T	711.68	500585		
W. JEFFERSON COUNTY M.W.D.	50.43	500593		
ATTABOY TERMITE & PEST CONTROL	123.24	500652		
SERVICE CENTER				
ACTION AUTO GLASS	522.62	500533		11,350.92
SPIDLE & SPIDLE	637.87	500534		
J.K. CHEVROLET CO.	1,013.41	500562		
KINSEL FORD, INC.	85.93	500566		
M&D SUPPLY	568.00	500568		
PHILPOTT MOTORS, INC.	6.91	500573		
SETZER HARDWARE, INC.	7,969.32	500582		
TATE & CO., INC.	7.50	500587		
JEFFERSON CTY. TAX OFFICE	7.50	500603		
JEFFERSON CTY. TAX OFFICE	7.50	500604		
JEFFERSON CTY. TAX OFFICE	7.50	500605		
MODICA BROS. TIRES & WHEELS	88.00	500615		
BUMPER TO BUMPER	364.38	500632		
AIRPORT GULF TOWING LLC	375.00	500638		
AMERICAN TIRE DISTRIBUTORS	1,774.18	500638		
ATTABOY TERMITE & PEST CONTROL	85.00	500647		
MIGHTY OF SOUTHEAST TEXAS	215.04	500652		
PRO CHEM INC	116.49	500658		
ADVANCE AUTO PARTS	1,411.25	500663		
		500667		

NAME	AMOUNT	CHECK NO.	TOTAL
SILSBEE FORD INC	106.04	500675	
DENNIS LOWE	181.77	500691	
MIDNIGHT AUTO	390.90	500693	
XL PARTS	211.65	500719	
ODP BUSINESS SOLUTIONS, LLC	183.89	500730	
MUNRO'S UNIFORM SERVICES, LLC	270.76	500731	
			27,951.83*
			330,642.39**
MOSQUITO CONTROL FUND			
JACK BROOKS REGIONAL AIRPORT	73.21	500564	
ACE IMAGEWEAR	123.31	500583	
AT&T	43.01	500585	
TRIANGLE ENGINE DIST.	173.90	500589	
UNITED PARCEL SERVICE	21.60	500592	
TEXAS COMMISSION ON ENVIRONMENTAL	500.00	500624	
CY-FAIR TIRE	35.45	500705	
CHARTER COMMUNICATIONS	72.67	500724	
			1,043.15**
J.C. FAMILY TREATMENT			
MARY BEVIL	1,168.00	500710	
			1,168.00**
SECURITY FEE FUND			
ALLIED UNIVERSAL SECURITY SERVICES	10,385.56	500708	
AMAZON.COM SERVICES LLC	39.99	500734	
			10,425.55**
EMPG GRANT			
CHARTER COMMUNICATIONS	122.62	500726	
			122.62**
GRANT A STATE AID			
YOUTH ADVOCATE PROGRAMS INC	6,343.75	500643	
			6,343.75**
COMMUNITY SUPERVISION FND			
UNITED STATES POSTAL SERVICE	61.93	500611	
UNITED STATES POSTAL SERVICE	179.55	500612	
CLEAN HARBORS ENVIRONMENTAL SERVICE	335.84	500623	
JCCSC	180.00	500656	
			757.32**
COUNTY CLERK - RECORD MGT			
KOFILE TECHNOLOGIES INC	1,274.37	500660	
			1,274.37**
COUNTY RECORDS MANAGEMENT			
DELL MARKETING L.P.	1,140.53	500550	
UNITED STATES POSTAL SERVICE	3.12	500611	
HHM & ASSOCIATES, INC.	12,954.62	500713	
			14,098.27**
HOTEL OCCUPANCY TAX FUND			
CITY OF BEAUMONT - WATER DEPT.	154.59	500545	
UNITED STATES POSTAL SERVICE	5.13	500611	
MATERA PAPER COMPANY INC	800.20	500670	
KFDM-TV	250.00	500676	
CHAPMAN VENDING	88.06	500716	
			1,297.98**
AIRPORT FUND			
FJORD AVIATION FUELING	257.27	500537	
CITY OF NEDERLAND	535.83	500547	
CURETON & SON	165.32	500549	
NOACK LOCKSMITH	12.00	500572	
SANITARY SUPPLY, INC.	259.23	500580	
WORTH HYDROCHEM OF THE GULF COAST	180.00	500595	
LOWE'S HOME CENTERS, INC.	398.62	500617	
DISH NETWORK	106.70	500641	
MHC DATACOMM, INC	600.00	500649	
ATTABOY TERMITE & PEST CONTROL	353.25	500652	

NAME	AMOUNT	CHECK NO.	TOTAL
CRAWFORD ELECTRIC SUPPLY COMPANY	36.76	500665	
ACTION OVERHEAD DOOR LLC	189.50	500666	
BEARCOM / KAY ELECTRONICS	485.00	500704	
ODP BUSINESS SOLUTIONS, LLC	89.12	500730	
AIRPORT IMPROVE. GRANTS			3,668.60**
QED AIRPORT & AVIATION CONSULTANTS	6,970.00	500654	
SE TX EMP. BENEFIT POOL			6,970.00**
EXPRESS SCRIPTS INC	290,612.75	500696	
BAIL BONDING FUND			290,612.75**
KEITH DAY	321,000.00	500613	
SHERIFF'S FORFEITURE FUND			321,000.00**
DATAWORKS PLUS, LLC	6,390.00	500627	
PAYROLL FUND			6,390.00**
ANDRE SHELTON	182.80	500737	
JUSTICE COURT SUPPORT FND			182.80**
CDW COMPUTER CENTERS, INC.	1,928.08	500599	
GULF COAST AUDIO	2,244.00	500621	
J C ASSISTANCE DISTRICT 4			4,172.08**
ENTERGY	9.25	500561	
MARINE DIVISION			9.25**
CITY OF NEDERLAND	140.12	500547	
SETZER HARDWARE, INC.	5.36	500582	
SUN COAST RESOURCES, INC.	14,617.72	500586	
OTIS ELEVATOR COMPANY	3,249.24	500625	
SHERIFF - COMMISSARY			18,012.44**
WHOLESALE ELECTRIC SUPPLY CO.	1,025.05	500594	
SHERIFF-SPINDLETOP GRANT			1,025.05**
VERIZON WIRELESS	114.43	500608	
			114.43**
			1,051,795.72***

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
DAWN DONUTS	129.00	500921	
CHAPMAN VENDING	149.00	500961	278.00**
ROAD & BRIDGE PCT.#1			
ABLE FASTENER, INC.	83.10	500759	
SPIDLE & SPIDLE	6,302.00	500764	
ENTERGY	581.41	500791	
M&D SUPPLY	278.66	500800	
METAL-MART	1,933.10	500803	
SMART'S TRUCK & TRAILER, INC.	77.50	500821	
SOUTHERN TIRE MART, LLC	63.45	500838	
A-1 MAIDA FENCE COMPANY	250.00	500919	
FUNCTION 4 LLC	31.00	500926	9,600.22**
ROAD & BRIDGE PCT.#2			
EASTEX RUBBER & GASKET	82.22	500779	
ENTERGY	826.51	500791	
AT&T	131.31	500827	
W. JEFFERSON COUNTY M.W.D.	28.77	500834	
FUNCTION 4 LLC	31.00	500926	
TRUX SERVICE BODY & RIGGING LLC	125.00	500945	
MUNRO'S UNIFORM SERVICES, LLC	20.00	500978	1,244.81**
ROAD & BRIDGE PCT. # 3			
ROMERO GLASS CO.	295.38	500814	
TEJAS TRUCK & RV SUPERSTORE	1,640.65	500829	
TEXAS GAS SERVICE	165.37	500866	
WINDSTREAM	48.46	500877	
B-GREENER INDUSTRIAL CLEANERS LLC	1,398.62	500895	
ASCO	1,776.71	500904	
SHOPPA'S FARM SUPPLY	141.19	500912	
FUNCTION 4 LLC	62.00	500926	
GERALD T PELTIER JR	200.00	500947	
MUNRO'S UNIFORM SERVICES, LLC	23.95	500978	5,752.33**
ROAD & BRIDGE PCT.#4			
SPIDLE & SPIDLE	6,955.54	500764	
AUDILET TRACTOR SALES	77.00	500767	
BAYSHORE SURVEYING INST. CO., INC.	260.00	500769	
RB EVERETT & COMPANY, INC.	1,692.96	500782	
ENTERGY	18.45	500791	
M&D SUPPLY	567.16	500800	
UNITED STATES POSTAL SERVICE	4.17	500854	
MARTIN PRODUCT SALES LLC	7,540.40	500878	
NATALIE ROBERTS	18.49	500884	
SHERWIN-WILLIAMS	75.06	500889	
INTERSTATE ALL BATTERY CENTER - BMT	323.90	500890	
SCHAEFFER MFG CO	702.06	500907	
FUNCTION 4 LLC	52.00	500926	
O'REILLY AUTO PARTS	382.52	500937	
GULF COAST	13,045.10	500946	
WASHINGTON COUNTY TRACTOR, INC	180.20	500962	
ODP BUSINESS SOLUTIONS, LLC	11.10	500975	
MUNRO'S UNIFORM SERVICES, LLC	181.56	500978	
CITIBANK NA	1,841.17	500985	33,928.84**
ENGINEERING FUND			
VERIZON WIRELESS	114.21	500850	
UNITED STATES POSTAL SERVICE	.57	500854	
FUNCTION 4 LLC	62.00	500926	
MICHELLE FALGOUT	490.40	500963	
ODP BUSINESS SOLUTIONS, LLC	14.95	500975	
CITIBANK NA	550.00	500985	1,232.13**
PARKS & RECREATION			

NAME	AMOUNT	CHECK NO.	TOTAL
ADAMS BACKHOE SERVICE	780.50	500760	
CITY OF PORT ARTHUR - WATER DEPT.	61.42	500774	
DYNAMIC POWER SYSTEM, INC.	5.35	500777	
ENTERGY	1,820.49	500791	
SANITARY SUPPLY, INC.	121.80	500817	
ALL TERRAIN EQUIPMENT CO	549.02	500929	3,338.58**
GENERAL FUND			
TAX OFFICE			
SOUTHEAST TEXAS WATER	288.50	500823	
UNITED STATES POSTAL SERVICE	613.85	500854	
CUMMINS-ALLISON CORP	62.65	500902	
NEMO-Q	4,753.00	500906	
FUNCTION 4 LLC	155.00	500926	
ODP BUSINESS SOLUTIONS, LLC	9.05	500975	5,882.05*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	1.47	500854	
FUNCTION 4 LLC	31.00	500926	32.47*
AUDITOR'S OFFICE			
SOUTHEAST TEXAS WATER	34.95	500824	
CDW COMPUTER CENTERS, INC.	217.34	500842	
UNITED STATES POSTAL SERVICE	2.61	500854	
FUNCTION 4 LLC	31.00	500926	
ODP BUSINESS SOLUTIONS, LLC	244.47	500975	530.37*
COUNTY CLERK			
FED EX	13.05	500785	
UNITED STATES POSTAL SERVICE	303.68	500854	
FUNCTION 4 LLC	93.00	500926	
FUNCTION4	695.72	500969	1,105.45*
COUNTY JUDGE			
BEAUMONT ENTERPRISE	121.13	500780	
UNITED STATES POSTAL SERVICE	.49	500854	
BRITTANIE HOLMES	500.00	500901	
FUNCTION 4 LLC	31.00	500926	652.62*
RISK MANAGEMENT			
FUNCTION 4 LLC	31.00	500926	
ODP BUSINESS SOLUTIONS, LLC	218.61	500975	249.61*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	193.99	500854	
FUNCTION 4 LLC	62.00	500926	255.99*
PRINTING DEPARTMENT			
FUNCTION 4 LLC	350.00	500926	
LINDENMEYR MUNROE	322.85	500957	672.85*
PURCHASING DEPARTMENT			
THE EXAMINER	357.50	500783	
CASH ADVANCE ACCOUNT	684.37	500798	
PORT ARTHUR NEWS, INC.	773.36	500809	
UNITED STATES POSTAL SERVICE	1.96	500854	
TEXAS PUBLIC PURCHASING ASSOCIATION	150.00	500885	
FUNCTION 4 LLC	31.00	500926	
CITIBANK NA	120.00	500985	2,118.19*
GENERAL SERVICES			
ELECTRICAL SPECIALTIES, INC.	25.00	500762	

NAME	AMOUNT	CHECK NO.	TOTAL
CASH ADVANCE ACCOUNT	85.00	500798	
TEXAS WILDLIFE DAMAGE MGMT FUND	2,700.00	500830	
INTERFACE EAP, INC	1,304.10	500837	
NATIONAL ASSN. OF COUNTIES	5,045.00	500839	
CHARTER COMMUNICATIONS	2,442.76	500970	
MCGRIFF INSURANCE SERVICES, INC	1,422.79	500977	
			13,024.65*
DATA PROCESSING			
FED EX	20.18	500786	
CDW COMPUTER CENTERS, INC.	300.55	500842	
LOWE'S HOME CENTERS, INC.	87.90	500863	
FUNCTION 4 LLC	31.00	500926	
TYLER TECHNOLOGIES INC	10,000.00	500948	
ODP BUSINESS SOLUTIONS, LLC	16.51	500975	
			10,456.14*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	476.31	500854	
FUNCTION 4 LLC	31.00	500926	
			507.31*
ELECTIONS DEPARTMENT			
AT&T MOBILITY	1,330.18	500920	
FUNCTION 4 LLC	31.00	500926	
			1,361.18*
DISTRICT ATTORNEY			
NELL MCCALLUM & ASSOC., INC.	404.82	500801	
UNITED STATES POSTAL SERVICE	103.12	500854	
FUNCTION 4 LLC	155.00	500926	
ODP BUSINESS SOLUTIONS, LLC	284.85	500975	
			947.79*
DISTRICT CLERK			
UNITED STATES POSTAL SERVICE	416.38	500854	
FUNCTION 4 LLC	31.00	500926	
AERIALINK, LLC	217.09	500956	
ODP BUSINESS SOLUTIONS, LLC	1,370.93	500975	
			2,035.40*
CRIMINAL DISTRICT COURT			
DONALD W. DUESLER & ASSOC.	8,750.00	500776	
EDWARD B. GRIPON, M.D., P.A.	595.00	500789	
MARSHA NORMAND	8,750.00	500807	
KEVIN PAULA SEKALY PC	8,750.00	500818	
KEVIN S. LAINE	4,375.00	500840	
JOHN D WEST	8,750.00	500845	
LANGSTON ADAMS	8,750.00	500864	
JASON ROBERT NICKS	4,375.00	500893	
FUNCTION 4 LLC	62.00	500926	
MARVIN LEWIS JR	900.00	500938	
ODP BUSINESS SOLUTIONS, LLC	272.26	500975	
			54,329.26*
58TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.57	500854	
FUNCTION 4 LLC	31.00	500926	
			31.57*
60TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	1.14	500854	
SIERRA SPRING WATER CO. - BT	68.85	500856	
FUNCTION 4 LLC	31.00	500926	
CITIBANK NA	69.30	500985	
			170.29*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.49	500854	
FUNCTION 4 LLC	31.00	500926	
			31.49*
172ND DISTRICT COURT			

NAME	AMOUNT	CHECK NO.	TOTAL
LEXIS-NEXIS	80.00	500855	
FUNCTION 4 LLC	31.00	500926	
252ND DISTRICT COURT			111.00*
WENDELL RADFORD	800.00	500811	
MIKE VAN ZANDT	8,750.00	500833	
KEVIN S. LAINE	4,375.00	500840	
CHARLES ROJAS	8,750.00	500844	
UNITED STATES POSTAL SERVICE	.49	500854	
KIMBERLY R. BROUSSARD	451.00	500888	
JASON ROBERT NICKS	4,375.00	500893	
ALLEN PARKER	8,750.00	500894	
BRITTANIE HOLMES	8,750.00	500901	
FUNCTION 4 LLC	62.00	500926	
MARVIN LEWIS JR	8,750.00	500938	
279TH DISTRICT COURT			53,813.49*
ANITA F. PROVO	440.00	500810	
NATHAN REYNOLDS, JR.	220.00	500812	
UNITED STATES POSTAL SERVICE	.49	500854	
KIMBERLY PHELAN, P.C.	1,700.00	500874	
BRITTANIE HOLMES	220.00	500901	
WILLIAM FORD DISHMAN	660.00	500908	
MATUSKA LAW FIRM	220.00	500910	
FUNCTION 4 LLC	31.00	500926	
JULLIANA REYES	1,581.80	500936	
THE SCHLETT LAW FIRM, PLLC	1,276.00	500959	
317TH DISTRICT COURT			6,349.29*
THOMAS J. BURBANK PC	325.00	500772	
A. MARK FAGGARD	325.00	500784	
NATHAN REYNOLDS, JR.	150.00	500812	
KEVIN S. LAINE	325.00	500840	
CHARLES ROJAS	300.00	500844	
UNITED STATES POSTAL SERVICE	2.85	500854	
GLEN M. CROCKER	250.00	500859	
DONEANE E. BECKCOM	300.00	500860	
JOEL WEBB VAZQUEZ	2,275.00	500869	
RONALD PLESSALA	1,050.00	500886	
BRITTANIE HOLMES	750.00	500901	
WILLIAM FORD DISHMAN	550.00	500908	
FUNCTION 4 LLC	31.00	500926	
ODP BUSINESS SOLUTIONS, LLC	240.50	500975	
JUSTICE COURT-PCT 1 PL 1			6,874.35*
TEXAS STATE UNIVERSITY SAN MARS	100.00	500826	
UNITED STATES POSTAL SERVICE	86.08	500854	
FUNCTION 4 LLC	31.00	500926	
JUSTICE COURT-PCT 1 PL 2			217.08*
UNITED STATES POSTAL SERVICE	59.41	500854	
FUNCTION 4 LLC	31.00	500926	
JUSTICE COURT-PCT 4			90.41*
FUNCTION 4 LLC	31.00	500926	
JUSTICE COURT-PCT 6			31.00*
UNITED STATES POSTAL SERVICE	68.90	500854	
SIERRA SPRING WATER CO. - BT	67.90	500857	
HIGGINBOTHAM INSURANCE AGENCY INC	71.00	500918	
FUNCTION 4 LLC	31.00	500926	
JUSTICE OF PEACE PCT. 8			238.80*
FUNCTION 4 LLC	31.00	500926	
COUNTY COURT AT LAW NO.1			31.00*

NAME	AMOUNT	CHECK NO.	TOTAL
STATE BAR OF TEXAS	105.00	500828	
JUDGE MASON MARTIN	723.94	500836	
UNITED STATES POSTAL SERVICE	.98	500854	
FUNCTION 4 LLC	31.00	500926	
KELLEY BURNS	221.00	500980	
			1,081.92*
COUNTY COURT AT LAW NO. 2			
DAVID GROVE	1,750.00	500765	
A. MARK FAGGARD	250.00	500784	
UNITED STATES POSTAL SERVICE	1.55	500854	
SIERRA SPRING WATER CO. - BT	63.36	500858	
LANGSTON ADAMS	500.00	500864	
Laurie Perozzo	550.00	500892	
MATUSKA LAW FIRM	300.00	500910	
FUNCTION 4 LLC	31.00	500926	
CARRIER & ALLISON LAW GROUP PC	250.00	500955	
LAW OFFICE OF GILES R COLE & ASSOC	650.00	500960	
THE WALKER LAW FIRM	250.00	500964	
CITIBANK NA	150.00	500985	
			4,745.91*
COUNTY COURT AT LAW NO. 3			
A. MARK FAGGARD	250.00	500784	
NATHAN REYNOLDS, JR.	250.00	500812	
UNITED STATES POSTAL SERVICE	.57	500854	
FUNCTION 4 LLC	31.00	500926	
THE SAMUEL FIRM, PLLC	650.00	500940	
			1,181.57*
COURT MASTER			
UNITED STATES POSTAL SERVICE	1.95	500854	
FUNCTION 4 LLC	31.00	500926	
			32.95*
MEDIATION CENTER			
SOUTHEAST TEXAS WATER	41.50	500825	
UNITED STATES POSTAL SERVICE	2.95	500854	
FUNCTION 4 LLC	31.00	500926	
CITIBANK NA	500.00	500985	
			575.45*
COMMUNITY SUPERVISION			
FUNCTION 4 LLC	124.00	500926	
			124.00*
SHERIFF'S DEPARTMENT			
EQUINE MEDICINE & SURGERY	176.00	500781	
FED EX	32.57	500787	
ENTERGY	798.46	500791	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	280.00	500796	
CASH ADVANCE ACCOUNT	1,169.15	500799	
SABINE NECHES CHIEFS ASSOCIATION	250.00	500815	
SAM'S WESTERN WEAR, INC.	73.70	500816	
AT&T	219.48	500827	
UNITED STATES POSTAL SERVICE	1,100.55	500854	
TRANSUNION RISK AND ALTERNATIVE	575.00	500917	
FUNCTION 4 LLC	310.00	500926	
RWB TOOLS, LLC	232.00	500939	
ODP BUSINESS SOLUTIONS, LLC	1,940.95	500975	
			7,157.86*
CRIME LABORATORY			
AGILENT TECHNOLOGIES	365.20	500766	
CERILLIANT	301.00	500865	
QUALTRAX COMPLIANCE SOFTWARE	9,189.19	500896	
FUNCTION 4 LLC	31.00	500926	
VECTOR SECURITY	172.80	500928	
ODP BUSINESS SOLUTIONS, LLC	182.38	500975	
			10,241.57*
JAIL - NO. 2			
CITY OF BEAUMONT - WATER DEPT.	16.00	500773	

NAME	AMOUNT	CHECK NO.	TOTAL
ENTERGY	1,260.69	500791	
JACK BROOKS REGIONAL AIRPORT	1,418.15	500797	
SETZER HARDWARE, INC.	29.35	500819	
AT&T	38.37	500827	
LOWE'S HOME CENTERS, INC.	68.28	500863	
FUNCTION 4 LLC	217.00	500926	3,047.84*
JUVENILE PROBATION DEPT.			
WILLIE DAVIS	169.38	500763	
UNITED STATES POSTAL SERVICE	5.44	500854	
LYNN BIERHALTER	100.00	500876	
FUNCTION 4 LLC	93.00	500926	
SHERONDA LEE	100.00	500931	
EDWIN JAY FRANK	196.25	500934	
BRENDA WOOD	150.00	500954	
TY-JUNEA JONES	40.00	500966	
ODP BUSINESS SOLUTIONS, LLC	57.49	500975	911.56*
JUVENILE DETENTION HOME			
ENTERGY	5,575.42	500791	
SANITARY SUPPLY, INC.	1,759.84	500817	
BEN E KEITH COMPANY	468.50	500868	
FUNCTION 4 LLC	31.00	500926	
VECTOR SECURITY	468.00	500928	
BIG THICKET PLUMBING INC	310.00	500935	
FLOWERS BAKING COMPANY OF HOUSTON	109.27	500979	8,722.03*
CONSTABLE PCT 1			
UNITED STATES POSTAL SERVICE	35.97	500854	
FUNCTION 4 LLC	31.00	500926	
ODP BUSINESS SOLUTIONS, LLC	44.09	500975	
CITIBANK NA	1,429.00	500985	1,540.06*
CONSTABLE-PCT 4			
UNITED STATES POSTAL SERVICE	2.85	500854	
DISH NETWORK	77.69	500880	
TRANSUNION RISK AND ALTERNATIVE	1,200.00	500916	
FUNCTION 4 LLC	31.00	500926	1,311.54*
CONSTABLE-PCT 6			
FUNCTION 4 LLC	31.00	500926	31.00*
CONSTABLE PCT. 7			
TND WORKWEAR CO LLC	586.95	500927	586.95*
CONSTABLE PCT. 8			
FUNCTION 4 LLC	31.00	500926	31.00*
AGRICULTURE EXTENSION SVC			
FUNCTION 4 LLC	31.00	500926	
CORENA N FITZGERALD	61.88	500943	
SE DIST 9 EXT ASSOC OF FAMILY &	150.00	500968	242.88*
HEALTH AND WELFARE NO. 1			
BROUSSARD'S MORTUARY	1,500.00	500771	
MERCY FUNERAL HOME	1,500.00	500802	
UNITED STATES POSTAL SERVICE	51.70	500854	
CRYSTAL LETMAN-JENKINS	226.25	500914	
FUNCTION 4 LLC	62.00	500926	
NUANCE COMMUNICATIONS, INC	118.50	500942	
EZEA D EDE MD	3,140.91	500951	
EZEA D EDE MD	579.11	500952	7,178.47*
HEALTH AND WELFARE NO. 2			

NAME	AMOUNT	CHECK NO.	TOTAL
GABRIEL FUNERAL HOME, INC.	1,500.00	500788	
ENTERGY	70.00	500794	
CASH ADVANCE ACCOUNT	395.14	500798	
CLAYBAR HAVEN OF REST	1,240.00	500852	
FUNCTION 4 LLC	62.00	500926	
NUANCE COMMUNICATIONS, INC	118.50	500942	
EZEA D EDE MD	3,140.91	500951	
EZEA D EDE MD	579.11	500952	
NURSE PRACTITIONER			7,105.66*
LESLIE RIGGS	129.00	500913	
FUNCTION 4 LLC	31.00	500926	
CHILD WELFARE UNIT			160.00*
BEAUMONT OCCUPATIONAL SERVICE, INC.	1,036.75	500861	
J.C. PENNEY'S	1,197.00	500862	
ROSS DRESS FOR LESS, INC.	798.16	500879	
ENVIRONMENTAL CONTROL			3,031.91*
CASH ADVANCE ACCOUNT	1,782.60	500798	
FUNCTION 4 LLC	31.00	500926	
RONDA CONLIN	113.75	500984	
INDIGENT MEDICAL SERVICES			1,927.35*
LOCAL GOVERNMENT SOLUTIONS LP	7,546.00	500882	
CARDINAL HEALTH 110 INC	14,386.45	500905	
TDS OPERATING INC	268.00	500933	
SHAMECA MALBROUGH	10.00	500949	
ODP BUSINESS SOLUTIONS, LLC	678.05	500975	
MAINTENANCE-BEAUMONT			22,888.50*
LOUIS AND COMPANY	373.79	500761	
ECOLAB	220.54	500778	
M&D SUPPLY	209.90	500800	
RITTER @ HOME	129.07	500813	
ACE IMAGEWEAR	249.41	500820	
S.E. TEXAS BUILDING SERVICE	25,381.80	500822	
AT&T	675.10	500827	
TEXAS DEPT OF LICENSING &	200.00	500831	
WORTH HYDROCHEM OF THE GULF COAST	290.00	500835	
AT&T GLOBAL SERVICES	239.75	500867	
SHERWIN-WILLIAMS	70.28	500889	
FUNCTION 4 LLC	31.00	500926	
REXEL USA INC	997.45	500932	
MAINTENANCE-PORT ARTHUR			29,068.09*
ALL-PHASE ELECTRIC SUPPLY	55.00	500775	
ENTERGY	5,615.19	500791	
NOACK LOCKSMITH	6.00	500806	
LOWE'S HOME CENTERS, INC.	22.79	500863	
PRO CHEM INC	451.77	500900	
FUNCTION 4 LLC	93.00	500926	
THE HOME DEPOT PRO	3,562.22	500941	
PARKER'S BUILDING SUPPLY	25.75	500981	
AMAZON.COM SERVICES LLC	409.15	500982	
MAINTENANCE-MID COUNTY			10,240.87*
ENTERGY	2,460.38	500791	
ACE IMAGEWEAR	57.60	500820	
FUNCTION 4 LLC	31.00	500926	
CHARTER COMMUNICATIONS	49.83	500972	
SERVICE CENTER			2,598.81*
J.K. CHEVROLET CO.	45.59	500795	
THE MUFFLER SHOP	91.00	500804	

NAME	AMOUNT	CHECK NO.	TOTAL
PHILPOTT MOTORS, INC.	111.33	500808	
AT&T	87.54	500827	
VIN'S PAINT & BODY, INC.	8,098.54	500841	
JEFFERSON CTY. TAX OFFICE	7.50	500846	
JEFFERSON CTY. TAX OFFICE	7.50	500847	
JEFFERSON CTY. TAX OFFICE	7.50	500848	
JEFFERSON CTY. TAX OFFICE	7.50	500849	
BUMPER TO BUMPER	331.63	500871	
ROBERT'S TEXACO XPRESS LUBE	70.00	500887	
MIGHTY OF SOUTHEAST TEXAS	182.64	500898	
SPANKY'S WRECKER SERVICE INC	150.00	500899	
ADVANCE AUTO PARTS	150.74	500903	
CINTAS CORPORATION	77.99	500922	
FUNCTION 4 LLC	31.00	500926	
DELTA FOREMOST CHEMICAL CORPORATION	460.79	500950	
			9,918.79*
VETERANS SERVICE			
FUNCTION 4 LLC	62.00	500926	
			62.00*
			297,897.64**
MOSQUITO CONTROL FUND			
ENTERGY	458.08	500791	
SETZER HARDWARE, INC.	18.97	500819	
ACE IMAGEWEAR	78.63	500820	
FUNCTION 4 LLC	31.00	500926	
CY-FAIR TIRE	72.95	500944	
MUNRO'S UNIFORM SERVICES, LLC	56.13	500978	
			603.50**
FEMA EMERGENCY			
MARTIN PRODUCT SALES LLC	14,876.40	500878	
			14,876.40**
FAMILY GROUP CONFERENCING			
FUNCTION 4 LLC	31.00	500926	
			31.00**
J.C. FAMILY TREATMENT			
BEAUMONT OCCUPATIONAL SERVICE, INC.	34.95	500861	
			34.95**
LAW LIBRARY FUND			
FUNCTION 4 LLC	31.00	500926	
			31.00**
EMPG GRANT			
SABINE NECHES CHIEFS ASSOCIATION	250.00	500815	
FUNCTION 4 LLC	31.00	500926	
			281.00**
GRANT A STATE AID			
GRAYSON COUNTY DEPT OF JUVENILE	3,900.00	500915	
			3,900.00**
COMMUNITY SUPERVISION FND			
UNITED STATES POSTAL SERVICE	83.47	500854	
LOCAL GOVERNMENT SOLUTIONS LP	6,965.00	500882	
JCCSC	593.00	500897	
FUNCTION 4 LLC	62.00	500926	
CHARTER COMMUNICATIONS	121.39	500971	
ODP BUSINESS SOLUTIONS, LLC	1,899.65	500975	
			9,724.51**
COMMUNITY CORRECTIONS PRG			
FUNCTION 4 LLC	31.00	500926	
			31.00**
DRUG DIVERSION PROGRAM			
FUNCTION 4 LLC	31.00	500926	
			31.00**
SHERIFF'S TRAINING GRANT			

NAME	AMOUNT	CHECK NO.	TOTAL
ENTERPRISE RENT A CAR COMPANY	716.00	500911	716.00**
LAW OFFICER TRAINING GRT			
BEAUMONT TROPHIES	89.90	500770	
ENTERGY	326.59	500791	
CASH ADVANCE ACCOUNT	2,331.44	500798	
IHEART MEDIA	530.00	500967	3,277.93**
COUNTY CLERK - RECORD MGT			
TYLER TECHNOLOGIES INC	95,314.33	500948	95,314.33**
COUNTY RECORDS MANAGEMENT			
TEXAS STATE HISTORICAL ASSOCIATION	60.00	500832	
UNITED STATES POSTAL SERVICE	4.11	500854	64.11**
HOTEL OCCUPANCY TAX FUND			
D&S SIGN & SUPPLY, INC.	206.00	500768	
AT&T	94.18	500827	
ALLIANCE MECHANICAL SERVICES	262.00	500870	
LA RUE ROUGEAU	201.88	500881	
FUNCTION 4 LLC	31.00	500926	795.06**
DISTRICT CLK RECORDS MGMT			
FUNCTION 4 LLC	62.00	500926	62.00**
AIRPORT FUND			
ENTERGY	15,487.75	500793	
AT&T	428.58	500827	
UNITED STATES POSTAL SERVICE	1.47	500854	
FUNCTION 4 LLC	62.00	500926	
CITIBANK NA	557.46	500985	16,537.26**
SE TX EMP. BENEFIT POOL			
STANDARD INSURANCE COMPANY	25,633.86	500873	
RELIANCE STANDARD LIFE INSURANCE	6,181.68	500875	
EXPRESS SCRIPTS INC	126,673.14	500930	158,488.68**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	10,538.06	500872	10,538.06**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	14,102.00	500738	
CLEAT	306.00	500739	
JEFFERSON CTY. TREASURER	12,184.66	500740	
RON STADTMUELLER - CHAPTER 13	182.31	500741	
INTERNAL REVENUE SERVICE	208.00	500742	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	3,840.00	500743	
JEFFERSON CTY. COMMUNITY SUP.	6,981.00	500744	
JEFFERSON CTY. TREASURER - HEALTH	531,531.06	500745	
JEFFERSON CTY. TREASURER - GENERAL	25.00	500746	
JEFFERSON CTY. TREASURER - PAYROLL	2,001,491.95	500747	
JEFFERSON CTY. TREASURER - PAYROLL	687,442.57	500748	
MONEY LIFE INSURANCE OF AMERICA	62.88	500749	
POLICE & FIRE FIGHTERS' ASSOCIATION	1,866.89	500750	
JEFFERSON CTY. TREASURER - TCDRS	789,807.24	500751	
JEFFERSON COUNTY TREASURER	2,937.39	500752	
JEFFERSON COUNTY - TREASURER -	7,944.11	500753	
NECHES FEDERAL CREDIT UNION	34,778.08	500754	
JEFFERSON COUNTY - NATIONWIDE	55,238.52	500755	
SBA - U S DEPARTMENT OF TREASURY	286.16	500756	
CONSERVE	209.13	500757	
INVESCO INVESTMENT SERVICES, INC	681.66	500758	4,152,106.61**
ARPA CORONAVIRUS RECOVERY			

NAME	AMOUNT	CHECK NO.	TOTAL
SILSBEE FORD INC	34,727.60	500909	
TIDAL BASIN GOVERNMENT CONSULTING	6,058.75	500953	
BRIC/FMA GRANT			40,786.35**
TIDAL BASIN GOVERNMENT CONSULTING	1,650.00	500953	
GLO DISASTER RECOVERY			1,650.00**
DE CORP	70,657.78	500958	
FREESE AND NICHOLS, INC	41,452.63	500965	
APPELLATE JUDICIAL SYSTEM			112,110.41**
9TH COURT OF APPEALS	2,080.00	500883	
DISTRICT CRT RECORDS TECH			2,080.00**
PRECISION MICROPRODUCTS OF AMERICA	1,990.00	500976	
MARINE DIVISION			1,990.00**
ENTERGY	775.54	500791	
JACK BROOKS REGIONAL AIRPORT	516.12	500797	
NEFF BROS. AUTO SERVICE	175.00	500805	
AT&T	107.40	500827	
ADVANCED SYSTEMS & ALARM SERVICES,	342.50	500843	
VERIZON WIRELESS	75.98	500851	
ATTABOY TERMITE & PEST CONTROL	71.67	500891	
AVIDAIR INTERNATIONAL	17,155.18	500983	
			19,219.39**
			4,998,553.10***

INTERLOCAL AGREEMENT

SOUTHEAST TEXAS AUTO THEFT TASK FORCE

STATE OF TEXAS §
COUNTY OF JEFFERSON §

This Interlocal Agreement is entered into by and between the City of Beaumont, a municipal corporation situated in Jefferson County, Texas (“**Beaumont**”), the City of Port Arthur, a municipal corporation situated in Jefferson County, Texas (“**Port Arthur**”), Jefferson County, a political subdivision of the State of Texas (“**Jefferson County**”), Hardin County, a political subdivision of the State of Texas (“**Hardin County**”), Jasper County, a political subdivision of the State of Texas (“**Jasper County**”), and Orange County, a political subdivision of the State of Texas (“**Orange County**”), pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

WITNESSETH

WHEREAS, Beaumont, Port Arthur, Hardin County, Jasper County, Jefferson County, and Orange County, collectively herein after referred to as “**Parties**”, have the objective to participate in a combined task force funded by the Motor Vehicle Crime Prevention Authority (MVCPA) of the State of Texas, in the amount of \$583,951.00 for the Southeast Texas Auto Theft Task Force, and,

WHEREAS, the **Parties** has agreed to contribute the total of \$137,000.00 in matching funds and \$456,300.00 in in-kind matching funds if said grant application is approved; and,

WHEREAS, the source of funds would not normally be used for this purpose; and,

WHEREAS, the **Parties** believe it to be in their best interests to continue a *multijurisdictional MVCPA Task Force*; and

WHEREAS, the **Parties** agree to each accept the responsibility and to adhere to all applicable federal, state, and local laws or regulations

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I. PURPOSE

1 .01 The purpose of this Agreement is to allow **Beaumont** (Grantee) to file an application for a grant with the Motor Vehicle Crime Prevention Authority (Agency), which application is attached hereto as **Exhibit “A”** and made a part hereof for all purposes.

ARTICLE II. TERM

2 .01 The term of this Agreement is to commence on September 1, 2022 and to end August 31, 2023.

ARTICLE III. CONSIDERATION

3 .01 As consideration for this Agreement, the **Parties** agrees to contribute a total of \$137,000.00 in matching funds and \$456,300.00 in in-kind matching funds for the enhancement of the funded grant program in the amounts and methods as follows:

Item Description	Amount	Method (Cash Paid/In Lieu of/In kind)
Task Force Office and Warehouse Lease	\$52,000.00	Cash Match Expenditures paid by City of Beaumont (Supplies and Direct Operating Expenses)
Investigator’s Benefits (Port Arthur employee)	\$30,000.00	Fringe paid by City of Port Arthur in lieu of match (Professional and Contractual Services)
Investigator’s Benefits (Jefferson County employee)	\$30,000.00	Fringe paid by Jefferson County in lieu of match (Professional and Contractual Services)
Investigator’s Benefits (Hardin County employee)	\$25,000.00	Fringe paid by Hardin County in lieu of match (Professional and Contractual Services)
Jasper County	0	
Orange County	0	
Total Source of Cash Match	\$137,000.00	

Item Description	Amount	Method (Cash Paid/In Lieu of/In kind)
City of Beaumont (Personnel, Fringe, Overtime, Travel, Supplies and Direct Operating Expenses)	\$442,800.00	In kind Match Expenditures paid by Beaumont
City of Port Arthur (Supplies and Direct Operating Expenses)	\$4,500.00	In kind Match Expenditures paid by Port Arthur
Jefferson County (Supplies and Direct Operating Expenses)	\$4,500.00	In kind Match Expenditures paid by Jefferson County
Hardin County (Supplies and Direct Operating Expenses)	\$4,500.00	In kind Match Expenditures paid by Hardin County
Jasper County	0	
Orange County	0	
Total Source of In-Kind Match	\$456,300.00	

ARTICLE IV. ALLOCATION OF FUNDS

4.01 The specific allocation of the **Parties** fund is set out in the attachment to this Agreement, marked as **Exhibit “B”**, and made a part hereof for all purposes.

ARTICLE V. EQUIPMENT

5.01 Upon termination of this Agreement, equipment including vehicles, hardware, and other non-expendable items will revert to the applicant. The Motor Vehicle Crime Prevention Authority of the State of Texas will be notified and inventory records will be updated.

ARTICLE VI. AMENDMENTS

6.01 This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

ARTICLE VII. LEGAL CONSTRUCTION

7.01 In the event any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality, or unenforceability

shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE VIII. UNIFORM ASSURANCES

8 .01 In accordance with §783.005 of the Texas Government Code Grantee and sub-grantee shall comply with the following uniform assurances:

Byrd Anti-Lobbying Amendment - Grantee certifies that no federal appropriated funds have been paid or will be paid to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf to obtain, extend, or modify this contract or grant. If non-federal funds are used by Grantee to conduct such lobbying activities, the prescribed disclosure form shall promptly be filed. In accordance with 31 U.S.C. § 1352(b)(5), Grantee acknowledges and agrees that it is responsible for ensuring that each sub-grantee certifies its compliance with the expenditure prohibition and the declaration requirement.

Child Support Obligation - Grantee represents and warrants that it will include the following clause in the award documents for every sub-award and subcontract and will require sub-recipients and contractors to certify accordingly: Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.

Clean Air Act & Federal Water Pollution Control Act - Grantee represents and warrants that it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

Compliance with Laws, Rules and Requirements - Grantee represents and warrants that it will comply, and assure the compliance of all its sub-recipients and contractors, with all applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, Grantee represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Grantee, the more restrictive requirement applies.

Contract Oversight - Grantee represents and warrants that it will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

Contract Work Hours & Safety Standards Act - Grantee represents and warrants that it will comply with the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

Cybersecurity Training Program - Grantee represents and warrants its compliance with § 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database. If Grantee has access to any state computer system or database, Grantee shall complete cybersecurity training and verify completion of the training program to the Agency pursuant to and in accordance with § 2054.5192 of the Government Code.

Davis-Bacon Act and the Copeland Act - Grantee represents and warrants that it will comply with the requirements of the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”) and the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874).

Debarment and Suspension - Grantee certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

Debts and Delinquencies - Grantee agrees that any payments due under the contract or grant shall be applied towards any debt or delinquency that is owed to the State of Texas.

Disaster Recovery Plan - Upon request of Agency, Grantee shall provide copies of its most recent business continuity and disaster recovery plans.

Disclosure of Violations of Federal Criminal Law - Grantee represents and warrants its compliance with 2 CFR § 200.113 which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity and the reporting of certain civil, criminal, or administrative proceedings to SAM.

Disclosure Protections for Certain Charitable Organizations, Charitable Trusts & Private Foundations- Grantee represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

Dispute Resolution - The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under the agreement.

Excluded Parties - Grantee certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

Executive Head of a State Agency Affirmation - Under Section 669.003 of the Texas Government Code, relating to contracting with an executive head of a state agency, Grantee represents that no person who served as an executive of Agency, in the past four (4) years, was involved with or has any interest in the contract or grant. If Grantee employs or has used the services of a former executive of Agency, then Grantee shall provide the following information in the Response: name of the former executive, the name of the state agency, the date of separation from the state agency, the position held with Grantee, and the date of employment with Grantee.

Funding Limitation - Grantee understands that all obligations of Agency under the contract or grant are subject to the availability of grant funds. The contract or grant is subject to termination or cancellation, either in whole or in part, without penalty to Agency if such funds are not appropriated or become unavailable.

Governing Law & Venue - This agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute that directly names or otherwise identifies its applicability to the contracting state agency.

Indemnification - to the extent permitted by law Grantee shall defend, indemnify and hold harmless the state of Texas and agency, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from any and all liability, actions, claims, demands, or

suits, and all related costs, attorney fees, and expenses arising out of, or resulting from any acts or omissions of Grantee or its agents, employees, subcontractors, order fulfillers, or suppliers of subcontractors in the execution or performance of the contract and any purchase orders issued under the contract. The defense shall be coordinated by Grantee with the office of the Texas Attorney General when Texas state agencies are named defendants in any lawsuit and Grantee may not agree to any settlement without first obtaining the concurrence from the office of the Texas Attorney General. Grantee and agency agree to furnish timely written notice to each other of any such claim.

Law Enforcement Agency Grant Restriction - Grantee on behalf of Southeast Texas Auto Theft Task Force is a law enforcement agency regulated by Chapter 1701 of the Texas Occupations Code, Grantee represents and warrants that it will not use appropriated money unless the law enforcement agency is in compliance with all rules adopted by the Texas Commission on Law Enforcement (TCOLE), or TCOLE certifies that it is in the process of achieving compliance with such rules.

Legal Authority - Grantee represents that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the Grantee's governing body, authorizing the filing of the Response, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of Grantee to act in connection with the Response and to provide such additional information as may be required.

Lobbying Expenditure Restriction - Grantee represents and warrants that Agency's payments to Grantee and Grantee's receipt of appropriated or other funds under the contract or

grant are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures

No Conflicts of Interest State - Grantee represents and warrants that performance under the contract or grant will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Grantee represents and warrants that in the administration of the grant, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the course of the contract or grant, Grantee shall promptly notify Agency.

No Waiver of Sovereign Immunity - The Parties expressly agree that no provision of the grant or contract is in any way intended to constitute a waiver by the Agency or the State of Texas of any immunities from suit or from liability that the Agency or the State of Texas may have by operation of law.

Open Meetings - Grantee represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special or called meeting of a governmental body to be open to the public, except as otherwise provided by law.

Texas Public Information Act - Information, documentation, and other material in connection with this Solicitation or any resulting contract or grant may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Grantee is required to make any information created or exchanged with the State pursuant to the contract or grant, 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.

Reporting Compliance - Grantee represents and warrants that it will submit timely, complete, and accurate reports in accordance with the grant and maintain appropriate backup documentation to support the reports.

Records Retention State Grant - Grantee shall maintain and retain all records relating to the performance of the grant including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Grantee for a period of four (4) years after the grant expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. Agency reserves the right to direct a Grantee to retain documents for a longer period of time or transfer certain records to Agency custody when it is determined the records possess longer term retention value. Grantee must include the substance of this clause in all subawards and subcontracts.

Reporting Suspected fraud and Unlawful Conduct - Grantee represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

State Auditor's Right to Audit - The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Sub-award Monitoring - Grantee represents and warrant that it will monitor the activities of the sub-grantee as necessary to ensure that the sub-award is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the sub-award, and that sub-award performance goals are achieved.

ARTICLE X. FINANCIAL ADMINISTRATION

10.01 In accordance with §783.006 of the Texas Government Code Standard Financial Management Conditions the prescribed are applicable to all grants and agreements executed between affected entities:

Financial reporting - Accurate, current, and complete disclosure of the financial results of grant related activities must be made in accordance with the financial reporting requirements of the grant.

Accounting records - Grantee will maintain records, which adequately identify the source and application of funds, provided for grant related activities. These records will contain information pertaining to grant awards and obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.

Internal control - Effective control and accountability will be maintained for all grant cash, real and personal property, and other assets. Grantee will safeguard all such property and assure that it is used for authorized grant purposes.

Page Budget control - Actual expenditures will be kept within budgeted amounts for each grant.

Allowable cost - Applicable cost principles, agency program regulations, and the terms of grant agreements shall be followed in determining the reasonableness, allowability, and allocability of costs.

Source documentation - Accounting records must be supported by such source documentation as checks, paid bills, payroll records, receipts, timesheets, travel vouchers, and other records, etc. These source documents must be retained and made available for MVCPA staff when requested.

Cash management - Grantee will establish reasonable procedures to ensure the receipt of reports on cash balances and cash disbursements in sufficient time to enable them to prepare complete and accurate cash transactions reports to the awarding agency.

Reimbursement Grant - All expenditures reported will be based on actual amounts paid and documented. Reporting budgeted amounts or estimated costs as expenditures are not permitted and if used may result in payment suspension and possible termination of the grant.

Costs Incurred outside the Program Period - Grant funds may not be obligated prior to the effective date without written permission of the MVCPA director or subsequent to the termination date of the grant period. All obligations must be consistent with the Statement of Grant Award and used for statutorily authorized purposes.

ARTICLE XI. COMPLIANCE

11 .01 Grantee and subgrantee will comply with state law, program rules and regulations and the Statement of Grant Award. In addition, Grantee and sub-grantee represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. Information, guidance and program rules can be found in the Motor Vehicle Crime Prevention Authority Grant Administrative Manual and if not found in the administrative manual then grantee and subgrantee must follow the Texas Grant Management Standards maintained under the authority of the Texas Comptroller of Public Accounts. These grant management standards are used by the Motor

Vehicle Crime Prevention Authority in the administration of the MVCPA grant program.

Sub-grantee Monitoring and Management - The local government must monitor the activities of the sub-grantee as necessary to ensure that sub-award performance goals are achieved and the sub-award is used for authorized purposes, in compliance with state law, rules, and the terms and conditions of the sub-award. Monitoring of the sub-grantee must include:

- (1) Reviewing financial and performance reports required by the local government.
- (2) Following-up and ensuring that the sub-grantee takes timely and appropriate action on all deficiencies pertaining to the sub-award provided to the sub-grantee from the local government detected through audits, on-site reviews, and other means.
- (3) Issuing a management decision for audit findings pertaining to the sub-award provided to the sub-grantee from the local government as required.

ARTICLE XII. ENTIRE AGREEMENT

12.01 This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding upon all Parties.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, EFFECTIVE SEPTEMBER 1, 2022.

EXECUTED by the City of Beaumont this _____ day of
_____, 2022

CITY OF BEAUMONT, TEXAS

By: _____
Kenneth Williams, City Manager

EXECUTED by the City of Port Arthur this _____ day of
_____, 2022

CITY OF PORT ARTHUR, TEXAS

By: _____
Ronald Burton, City Manager

EXECUTED by Jefferson County this 15th day of
NOVEMBER, 2022

JEFFERSON COUNTY, TEXAS

By: *Everette D. Alfred*
~~Jeff Branick~~, County Judge
EVERETTE D. ALFRED



ATTEST *Alvin P. [Signature]*
DATE NOVEMBER 15, 2022

EXECUTED by Hardin County this _____ day of
_____, 2022

HARDIN COUNTY, TEXAS

By: _____
Wayne McDaniel, County Judge

EXECUTED by Jasper County this _____ day of
_____, 2022

JASPER COUNTY, TEXAS

By: _____
Mark Allen, County Judge

EXECUTED by Orange County this _____ day of
_____, 2022

ORANGE COUNTY, TEXAS

By: _____
John Gothia, County Judge

Section 5. The Commissioners Court finds that such improvements are feasible and will benefit the Zone after the expiration of the agreement

Section 6. The Commissioners Court finds that creation of the Zone is likely to contribute to the retention or expansion of primary employment in the area and/or would contribute to attract major investments that would be a benefit to the property and that would contribute to the economic development of the community

Section 7. That this Order shall take effect from and after its passage as the law in such cases provides.

Signed this 15th day of November, 2022.



JEFF R. BRANICK
County Judge



COMMISSIONER VERNON PIERCE
Precinct No. 1



COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3



COMMISSIONER DARREL BUSH
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No 4

COUNTY HEALTH CARE PROVIDER PARTICIPATION PROGRAM MODEL RULES AND PROCEDURES

General Provisions

Rule 1. Definitions. In these rules and procedures:

(a) "Mandatory payment" means a mandatory payment authorized under Chapter 300 of Subtitle D of Title 4 of the Texas Health & Safety Code.

(b) "Institutional health care provider" means a nonpublic hospital that provides inpatient hospital services.

(c) "Paying provider" means an institutional health care provider required to make a mandatory payment.

(d) "Program" means a county health care provider participation program authorized under Subtitle D of Title 4 of the Texas Health & Safety Code.

Rule 2. County Health Care Provider Participation Program; Participation in Program.

(a) A county health care provider participation program authorizes a county to collect a mandatory payment from each institutional health care provider located in the county to be deposited in a local provider participation fund established by the county. Money in the fund may be used by the county to fund certain intergovernmental transfers and indigent care programs as provided by these rules and procedures.

(b) The commissioner's court may adopt an order authorizing a county to participate in the program, subject to the limitations provided by these rules and procedures.

(c) To the extent any provision or procedure under Chapter 300 Subtitle D of Title 4 of the Texas Health & Safety Code causes a mandatory payment to be ineligible for federal matching funds, the county may provide by rule for an alternative provision or procedure that conforms to the requirements of the federal Centers for Medicare and Medicaid Services.

Powers and Duties of Commissioner's Court

Rule 3. Limitation on Authority to Require Mandatory Payment. The county may require a mandatory payment from an institutional health care provider only in the manner provided in these rules and procedures.

Rule 4. Majority Vote Required Prior to Mandatory Payment. The county may not collect a mandatory payment without an affirmative vote of a majority of the members of the commissioner's court.

Rule 5. Institutional Health Care Provider Reporting; Inspection of Records.

(a) The county shall require each institutional health care provider to submit to the county a copy of any financial and utilization data required by and reported to the Department of State Health Services under Texas Health & Safety Code Sections

EXHIBIT A

311.032 and 311.033 and any rules adopted by the executive commissioner of the Health and Human Services Commission to implement those sections.

(b) The county may inspect the records of an institutional health care provider to the extent necessary to ensure that the provider has submitted all required data under this Rule.

General Financing Provisions

Rule 6. Hearing.

(a) Each year, the county commissioner's court shall hold a public hearing on the amounts of any mandatory payments that the commissioner's court intends to require during the year and how the revenue derived from those payments is to be spent.

(b) Not later than the fifth day before the date of the hearing required under Rule 6(a), the county commissioner's court shall publish notice of the hearing in a newspaper of general circulation in the county.

(c) A representative of a paying hospital is entitled to appear at the time and place designated in the public notice and to be heard regarding any matter related to the mandatory payments.

Rule 7. Depository.

(a) The county shall designate one or more banks located in the county as the depository for mandatory payments received by the county. A bank designated as a depository serves for two years or until a successor is designated.

(b) All income received by a county under these rules and procedures, including the revenue from mandatory payments remaining after fees for assessing and collecting the payments are deducted, shall be deposited with the county depository in the county's local provider participation fund and may be withdrawn only as provided by these rules and procedures.

(c) All funds under these rules and procedures shall be secured in the manner provided for securing county funds.

Rule 8. Local Provider Participation Fund; Authorized Uses of Money.

(a) Each county that collects a mandatory payment shall create a local provider participation fund.

(b) The local provider participation fund of a county consists of:

- (1) all revenue received by the county attributable to mandatory payments, including any penalties and interest attributable to delinquent payments;
- (2) money received from the Health and Human Services Commission as a refund of an intergovernmental transfer from the county to the state for the purpose of providing the nonfederal share of Medicaid supplemental payment program payments, provided that the intergovernmental transfer does not receive a federal matching payment; and
- (3) the earnings of the fund.

(c) Money deposited to the local provider participation fund may be used only to:

EXHIBIT A

(1) fund intergovernmental transfers from the county to the state to provide the nonfederal share of Medicaid payments for:

(A) uncompensated care payments to nonpublic hospitals in the Medicaid managed care service area in which the county is located, if those payments are authorized under the Texas Healthcare Transformation and Quality Improvement Program waiver issued under Section 1115 of the federal Social Security Act (42 U.S.C. Section 1315);

~~(B) delivery system reform incentive payments, if those payments are authorized under the Texas Healthcare Transformation and Quality Improvement Program waiver issued under Section 1115 of the federal Social Security Act (42 U.S.C. Section 1315);~~

~~(CB)~~ uniform rate enhancements for nonpublic hospitals in the Medicaid managed care service area in which the county is located;

~~(DC)~~ payments available under another waiver program authorizing payments that are substantially similar to Medicaid payments to nonpublic hospitals described by Paragraph (A), (B), or (C); or

~~(ED)~~ any reimbursement to nonpublic hospitals for which federal matching funds are available;

(2) pay the administrative expenses of the county solely for activities under these rules and procedures, including the collateralization of deposits;

(3) refund all or a portion of a mandatory payment collected in error from a paying hospital;

(4) refund to paying hospitals the proportionate share of money that the county (a) receives from the Health and Human Services Commission that is not used to fund the nonfederal share of Medicaid supplemental payment program payments; or (b) determines cannot be used to fund the nonfederal share of Medicaid supplemental payment program payments;

(5) transfer funds to the Health and Human Services Commission if the county is legally required by law to transfer the funds to address a disallowance of federal matching funds with respect to programs-payments, rate enhancements, and reimbursements for which the county made intergovernmental transfers described by Subdivision (1); and

(6) reimburse the county if the county is required by the rules governing the uniform rate enhancement program described by Subdivision (1)~~(CB)~~ to incur an expense or forego Medicaid reimbursements from the state because the balance of the local provider participation fund is not sufficient to fund that rate enhancement program.

(d) Money in the local provider participation fund may not be commingled with other county funds.

(e) An intergovernmental transfer of funds described by Rule 8(c)(1) and any funds received by the county as a result of an intergovernmental transfer described by that rule may not be used by the county or any other entity to expand Medicaid eligibility under the Patient Protection and Affordable Care Act (Pub. L. No. 111-148) as amended by the Health Care and Education Reconciliation Act of 2010 (Pub. L. No. 111-152).

Mandatory Payments

Rule 9. Mandatory Payments Based on Paying Hospital Net Patient Revenue.

(a) Except as provided by Rule 11, the commissioner's court of a county that collects a mandatory payment may require that a mandatory payment be assessed annually or periodically throughout the fiscal year at the discretion of the board on the net patient revenue of each institutional health care provider located in the county.

(b) The commissioner's court shall provide an institutional health care provider written notice of each assessment and the mandatory payments shall be made 30 days following the date of receipt of the notice of payment.

(c) In the first year in which the mandatory payment is required, the mandatory payment is assessed based on the most recent fiscal year data collected pursuant to Section 5(a). If no such data are available for an institutional health care provider, the mandatory payment may be calculated based on the institutional health care provider's Medicare cost report submitted for the previous fiscal year or for the closest subsequent fiscal year for which the provider submitted the Medicare cost report.

(d) The county shall update the amount of the mandatory payment on an annual basis.

Rule 10. Mandatory Payment Requirements

(a) The amount of a mandatory payment must be uniformly proportionate with the amount of net patient revenue generated by each paying hospital in the county.

(b) The commissioner's court of a county that collects a mandatory payment shall set the amount of the mandatory payment.

(c) Subject to the maximum amount prescribed by Rule 11(a), the commissioner's court of a county that collects a mandatory payment shall set the mandatory payments in amounts that in the aggregate will generate sufficient revenue to cover the administrative expenses of the county for activities under these rules and procedures and to fund purposes described in Rule 8(c).

(i) The annual amount of revenue from mandatory payments used for administrative expenses of the county for activities under these rules and procedures is \$150,000, plus the cost of collateralization of deposits, regardless of actual expenses.

Rule 11. Mandatory Payment Prohibitions.

(a) The amount of the mandatory payment required of each paying hospital may not exceed an amount that, when added to the amount of the mandatory payments required from all other paying hospitals in the county, equals an amount of revenue that exceeds six percent of the aggregate net patient revenue of all paying hospitals in the county.

(b) A mandatory payment may not hold harmless any institutional health care provider, as required under 42 U.S.C. Section 1396b(w).

(c) A paying hospital may not add a mandatory payment required under this section as a surcharge to a patient.

(d) If a county determines that administration of mandatory payments is increasing the costs of health care to the residents of the county, the commissioner's court may rescind participation in the program and refund to each paying hospital the

EXHIBIT A

proportionate share of any money remaining in the local provider participation fund at the time the county's participation is rescinded.

Rule 12. Assessment and Collection of Mandatory Payments.

The county may collect or contract for the assessment and collection of mandatory payments.

Rule 13. Interest and Penalties. Any interest and penalties on mandatory payments are governed by the law applicable to county ad valorem taxes. Discounts applicable to county ad valorem taxes do not apply.

COUNTY HEALTH CARE PROVIDER PARTICIPATION PROGRAM MODEL RULES AND PROCEDURES

General Provisions

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(a) A county health care provider participation program authorizes a county to collect a mandatory payment from each institutional health care provider located in the county to be deposited in a local provider participation fund established by the county. Money in the fund may be used by the county to fund certain intergovernmental transfers and indigent care programs as provided by these rules and procedures.

(b) The commissioner's court may adopt an order authorizing a county to participate in the program, subject to the limitations provided by these rules and procedures.

(c) To the extent any provision or procedure under Chapter 300 Subtitle D of Title 4 of the Texas Health & Safety Code causes a mandatory payment to be ineligible for federal matching funds, the county may provide by rule for an alternative provision or procedure that conforms to the requirements of the federal Centers for Medicare and Medicaid Services.

Powers and Duties of Commissioner's Court

Rule 3. Limitation on Authority to Require Mandatory Payment. The county may require a mandatory payment from an institutional health care provider only in the manner provided in these rules and procedures.

Rule 4. Majority Vote Required Prior to Mandatory Payment. The county may not collect a mandatory payment without an affirmative vote of a majority of the members of the commissioner's court.

Rule 5. Institutional Health Care Provider Reporting; Inspection of Records.

(a) The county shall require each institutional health care provider to submit to the county a copy of any financial and utilization data required by and reported to the Department of State Health Services under Texas Health & Safety Code Sections 311.032 and 311.033 and any rules adopted by the executive commissioner of the Health and Human Services Commission to implement those sections.

EXHIBIT A

(b) The county may inspect the records of an institutional health care provider to the extent necessary to ensure that the provider has submitted all required data under this Rule.

General Financing Provisions

Rule 6. Hearing.

(a) Each year, the county commissioner's court shall hold a public hearing on the amounts of any mandatory payments that the commissioner's court intends to require during the year and how the revenue derived from those payments is to be spent.

(b) Not later than the fifth day before the date of the hearing required under Rule 6(a), the county commissioner's court shall publish notice of the hearing in a newspaper of general circulation in the county.

(c) A representative of a paying hospital is entitled to appear at the time and place designated in the public notice and to be heard regarding any matter related to the mandatory payments.

Rule 7. Depository.

(a) The county shall designate one or more banks located in the county as the depository for mandatory payments received by the county. A bank designated as a depository serves for two years or until a successor is designated.

(b) All income received by a county under these rules and procedures, including the revenue from mandatory payments remaining after fees for assessing and collecting the payments are deducted, shall be deposited with the county depository in the county's local provider participation fund and may be withdrawn only as provided by these rules and procedures.

(c) All funds under these rules and procedures shall be secured in the manner provided for securing county funds.

Rule 8. Local Provider Participation Fund; Authorized Uses of Money.

(a) Each county that collects a mandatory payment shall create a local provider participation fund.

(b) The local provider participation fund of a county consists of:

- (1) all revenue received by the county attributable to mandatory payments, including any penalties and interest attributable to delinquent payments;
- (2) money received from the Health and Human Services Commission as a refund of an intergovernmental transfer from the county to the state for the purpose of providing the nonfederal share of Medicaid supplemental payment program payments, provided that the intergovernmental transfer does not receive a federal matching payment; and
- (3) the earnings of the fund.

(c) Money deposited to the local provider participation fund may be used only to:

(1) fund intergovernmental transfers from the county to the state to provide the nonfederal share of Medicaid payments for:

(A) uncompensated care payments to nonpublic hospitals, if those payments are authorized under the Texas Healthcare Transformation and Quality

EXHIBIT A

Improvement Program waiver issued under Section 1115 of the federal Social Security Act (42 U.S.C. Section 1315);

(B) uniform rate enhancements for nonpublic hospitals in the Medicaid managed care service area in which the county is located;

(C) payments available under another waiver program authorizing payments that are substantially similar to Medicaid payments to nonpublic hospitals described by Paragraph (A), (B), or (C); or

(D) any reimbursement to nonpublic hospitals for which federal matching funds are available;

(2) pay the administrative expenses of the county solely for activities under these rules and procedures, including the collateralization of deposits;

(3) refund all or a portion of a mandatory payment collected in error from a paying hospital;

(4) refund to paying hospitals the proportionate share of money that the county (a) receives from the Health and Human Services Commission that is not used to fund the nonfederal share of Medicaid supplemental payment program payments; or (b) determines cannot be used to fund the nonfederal share of Medicaid supplemental payment program payments;

(5) transfer funds to the Health and Human Services Commission if the county is legally required by law to transfer the funds to address a disallowance of federal matching funds with respect to payments, rate enhancements, and reimbursements for which the county made intergovernmental transfers described by Subdivision (1); and

(6) reimburse the county if the county is required by the rules governing the uniform rate enhancement program described by Subdivision (1)(B) to incur an expense or forego Medicaid reimbursements from the state because the balance of the local provider participation fund is not sufficient to fund that rate enhancement program.

(d) Money in the local provider participation fund may not be commingled with other county funds.

(e) An intergovernmental transfer of funds described by Rule 8(c)(1) and any funds received by the county as a result of an intergovernmental transfer described by that rule may not be used by the county or any other entity to expand Medicaid eligibility under the Patient Protection and Affordable Care Act (Pub. L. No. 111-148) as amended by the Health Care and Education Reconciliation Act of 2010 (Pub. L. No. 111-152).

Mandatory Payments

Rule 9. Mandatory Payments Based on Paying Hospital Net Patient Revenue.

(a) Except as provided by Rule 11, the commissioner's court of a county that collects a mandatory payment may require that a mandatory payment be assessed annually or periodically throughout the fiscal year at the discretion of the court on the net patient revenue of each institutional health care provider located in the county.

(b) The commissioner's court shall provide an institutional health care provider written notice of each assessment and the mandatory payments shall be made 30 days following the date of receipt of the notice of payment.

EXHIBIT A

(c) In the first year in which the mandatory payment is required, the mandatory payment is assessed based on the most recent fiscal year data collected pursuant to Section 5(a). If no such data are available for an institutional health care provider, the mandatory payment may be calculated based on the institutional health care provider's Medicare cost report submitted for the previous fiscal year or for the closest subsequent fiscal year for which the provider submitted the Medicare cost report.

(d) The county shall update the amount of the mandatory payment on an annual basis.

Rule 10. Mandatory Payment Requirements

(a) The amount of a mandatory payment must be uniformly proportionate with the amount of net patient revenue generated by each paying hospital in the county.

(b) The commissioner's court of a county that collects a mandatory payment shall set the amount of the mandatory payment.

(c) Subject to the maximum amount prescribed by Rule 11(a), the commissioner's court of a county that collects a mandatory payment shall set the mandatory payments in amounts that in the aggregate will generate sufficient revenue to cover the administrative expenses of the county for activities under these rules and procedures and to fund purposes described in Rule 8(c).

(i) The annual amount of revenue from mandatory payments used for administrative expenses of the county for activities under these rules and procedures is \$150,000, plus the cost of collateralization of deposits, regardless of actual expenses.

Rule 11. Mandatory Payment Prohibitions.

(a) The amount of the mandatory payment required of each paying hospital may not exceed an amount that, when added to the amount of the mandatory payments required from all other paying hospitals in the county, equals an amount of revenue that exceeds six percent of the aggregate net patient revenue of all paying hospitals in the county.

(b) A mandatory payment may not hold harmless any institutional health care provider, as required under 42 U.S.C. Section 1396b(w).

(c) A paying hospital may not add a mandatory payment required under this section as a surcharge to a patient.

(d) If a county determines that administration of mandatory payments is increasing the costs of health care to the residents of the county, the commissioner's court may rescind participation in the program and refund to each paying hospital the proportionate share of any money remaining in the local provider participation fund at the time the county's participation is rescinded.

Rule 12. Assessment and Collection of Mandatory Payments.

The county may collect or contract for the assessment and collection of mandatory payments.

Rule 13. Interest and Penalties. Any interest and penalties on mandatory payments are governed by the law applicable to county ad valorem taxes. Discounts applicable to county ad valorem taxes do not apply.

Jefferson County LPPF
FY2023 Rate Proposal

FY23 Rate Proposal

6.00%

FY23 Assessment Calculation by Facility

Facility	System	2020 Net Patient Revenue	Total Annual Assessment	Quarterly Payment
Baptist Hospitals of Southeast Texas	Baptist	264,566,499.00	15,873,990.00	3,968,497.50
CHRISTUS Southeast Texas St. Elizabeth	CHRISTUS	337,014,653.00	20,220,879.00	5,055,219.75
Kate Dishman Rehabilitation	CHRISTUS	8,913,010.00	534,781.00	133,695.25
The Medical Center of Southeast Texas	Steward	131,294,342.00	7,877,661.00	1,969,415.25
Dubuis Hospital of Beaumont	LHC	12,336,361.00	740,182.00	185,045.50
PAM Rehabilitation Hospital of Beaumont	PAM	15,415,017.00	924,901.00	231,225.25
TOTAL		\$ 769,539,882.00	\$ 46,172,394.00	\$ 11,543,098.50

Order Authorizing Jefferson County's Participation in a County Health Care Provider Participation Program, Collection of a Mandatory Payment, and Use of Funds from Mandatory Payments

WHEREAS, the Texas Legislature enacted House Bill 4289, which added Chapter 300 to the Health and Safety Code and which went into effect June 10, 2019;

WHEREAS, pursuant to Section 300.0004 of the Health and Safety Code, the commissioner's court of a county may by order authorize the county to participate in a county health care provider participation program;

WHEREAS, the purpose of participation in a county health care provider participation program is to generate revenue from a mandatory payment that may be required by the county from an institutional health care provider to fund certain intergovernmental transfers;

WHEREAS, pursuant to new Section 300.0004 of the Health and Safety Code, the commissioner's court of a county that participates in a county health care provider participation program may, by an affirmative vote of the majority of the members of the commissioner's court authorize the county to collect a mandatory payment from each institutional health care provider located in the county; and

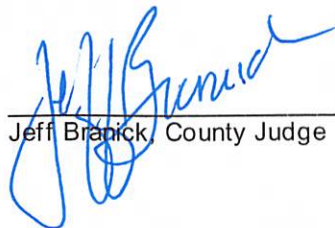
WHEREAS, pursuant to new Section 300.0103, a county that participates in a county health care provider participation program may use the funds collected through mandatory payments only for specified purposes;

NOW THEREFORE, BE IT ORDERED that the commissioner's court of Jefferson County authorizes Jefferson County to:

1. Participate in a county health care provider participation program;
2. Collect a mandatory payment from each institutional health care provider located in the County; and
3. Use the funds collected through mandatory payments for the purposes specified in Section 300.0103.

Passed and approved this the 1 day of November 2022.

Passed and adopted this the 1 day of November 2022.



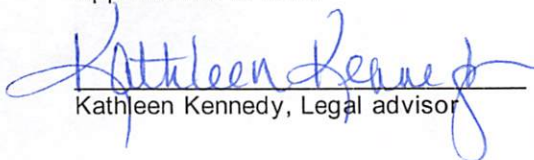
 Jeff Branick, County Judge

Attest:



 Laurie Leister, County Clerk

Approved as to form:



 Kathleen Kennedy, Legal advisor



Order Implementing Requirements of Jefferson County's Participation in a County Health Care Provider Participation Program

WHEREAS, pursuant to Section 300.0004 of the Health and Safety Code, the commissioner's court of Jefferson County on November 1, 2022 authorized the County to participate in a County health care provider participation program;

WHEREAS, the purpose of participation in a County health care provider participation program is to generate revenue from a mandatory payment that may be required by the County from an institutional health care provider to fund certain intergovernmental transfers and indigent care programs;

WHEREAS, pursuant to Section 300.0051 of the Health and Safety Code, the commissioner's court of Jefferson County on November 1, 2022 authorized the County to collect a mandatory payment from each institutional health care provider located in Jefferson County;

WHEREAS, pursuant to Section 300.0052 of the Health and Safety Code, the commissioner's court of a County that collects a mandatory payment may adopt rules relating to the administration of the mandatory payment;

WHEREAS, pursuant to Section 300.0053 of the Health and Safety Code, the commissioner's court of a County that collects a mandatory payment must require each institutional health care provider to submit to the County a copy of any financial and utilization data required by and reported to the Department of State Health Services under Texas Health & Safety Code Sections 311.032 and 311.033 and any rules adopted by the executive commissioner of the Health and Human Services Commission to implement those sections;

WHEREAS, pursuant to Section 300.0102 of the Health and Safety Code, the commissioner's court of a County that collects a mandatory payment must designate one or more banks located in the County as the depository for mandatory payments received by the County;

WHEREAS, pursuant to Section 300.0103 of the Health and Safety Code, the commissioner's court of a County that collects a mandatory payment must create a local provider participation fund; and

WHEREAS, pursuant to Section 300.0151 of the Health and Safety Code, the commissioner's court of a County that collects a mandatory payment must set the amount of the mandatory payment;

NOW THEREFORE, BE IT ORDERED that the commissioner's court of Jefferson County:

1. Adopts the County Health Care Participation Program Model Rules and Procedures attached to this ORDER and identified as Exhibit A, County Health Care Participation Program Model Rules and Procedures.
2. Requires each institutional health care provider to submit to Jefferson County a copy of any financial and utilization data required by and reported to the Department of State Health Services under Texas Health & Safety Code Sections 311.032 and 311.033 and any rules adopted by the executive commissioner of the Health and Human Services Commission to implement those sections;
3. Designates Allegiance Bank, located at 551-10 N Beaumont, Texas 77707, as the depository for mandatory payments received by Jefferson County;
4. Creates a local provider participation fund;
5. Sets the amount of the mandatory payment for the fiscal year ending in 2023 as 6 percent of the net patient revenue of an institutional health care provider located in Jefferson County; and
6. Authorizes the commissioner's court of Jefferson County to take all other actions necessary to meet the requirements of Chapter 300.

Passed and approved this the 1 day of November 2022.

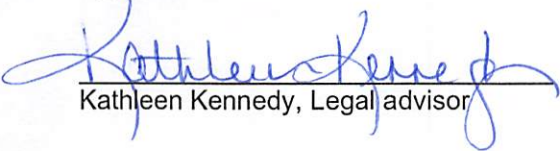
Passed and adopted this the 1 day of November 2022.



Jeff Branick, County Judge

Attest:


Laurie Leister, County Clerk

Approved as to form:


Kathleen Kennedy, Legal advisor



ORDER

STATE OF TEXAS
COUNTY OF JEFFERSON

§
§
§

COMMISSIONER'S COURT
OF
JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 15th day of November, 2022, the following has been ordered:

WHEREAS, the Jefferson County Commissioners' Court is the governing body of the Jefferson County Assistance District No. 4 as authorized by Texas Local Government Code Sec. 387.005; and

WHEREAS, the Jefferson County Commissioners' Court voted in favor of adding additional territory to the County Assistant District No. 4 on September 6, 2022; and

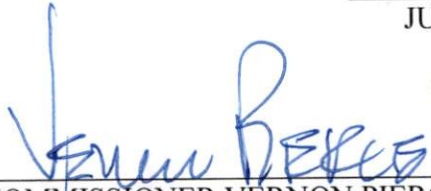
WHEREAS, the Jefferson County Commissioners' Court as the governing body of the Jefferson County Assistance District No. 4 hereby orders the properties contained in the Petitions for Addition of Certain Land submitted by Pipeline Solutions LLC, MetalForms, LTD, Fabrication International Inc., Cust-O-Fab, LLC, Coastal Ready Mix, Chaparral Industrial Services and Tim Neff Towing d/b/a TNT Wrecker Service are added into the Jefferson County Assistance District No. 4 pursuant to Chapter 387 of the Local Government Code.

SIGNED this 15th day of November, 2022.



JUDGE JEFF R. BRANICK
County Judge

EVERETTE D. ALFRED



COMMISSIONER VERNON PIERCE
Precinct No. 1



COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3



COMMISSIONER DARRELL BUSH
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

Type of Facility	Usage Rate - Gallons per Day (without water saving devices)	Required Clear Area for OSSF (In Square Feet)	Usage Rate - Gallons per Day (with water saving devices)	Required Clear Area for OSSF (In Square Feet)
Single Family Dwelling (1 or 2 Bedrooms) < 1500 sq. ft.	275	6628	180	5143
Single Family Dwelling (3 Bedrooms) < 2500 sq. ft.	300	8571	240	6857
Single Family Dwelling (4 Bedrooms) < 3500 sq. ft.	375	10714	300	8571
Single Family Dwelling (5 Bedrooms) < 4500 sq. ft.	450	12857	360	10286
Single Family Dwelling (6 Bedrooms) < 5500 sq. ft.	525	15000	420	12000

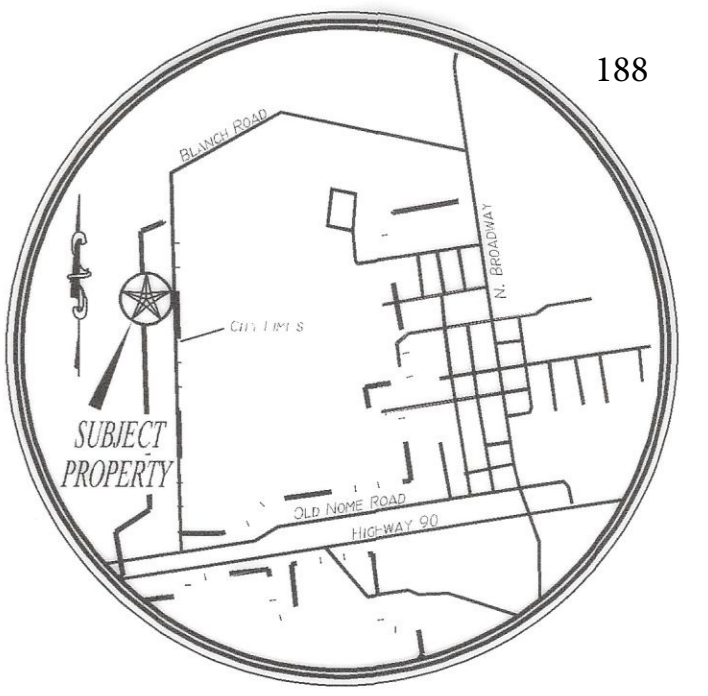
Note: SAMPLE - consult the TCEQ Regulations for proper sizes

STATE OF TEXAS, COUNTY OF JEFFERSON

I, _____, COUNTY CLERK OF JEFFERSON COUNTY, TEXAS DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS FILED FOR REGISTRATION IN MY OFFICE AND DULY RECORDED ON _____, 2022, IN COUNTY CLERK'S FILE NO. _____ JEFFERSON COUNTY PLAT RECORDS.

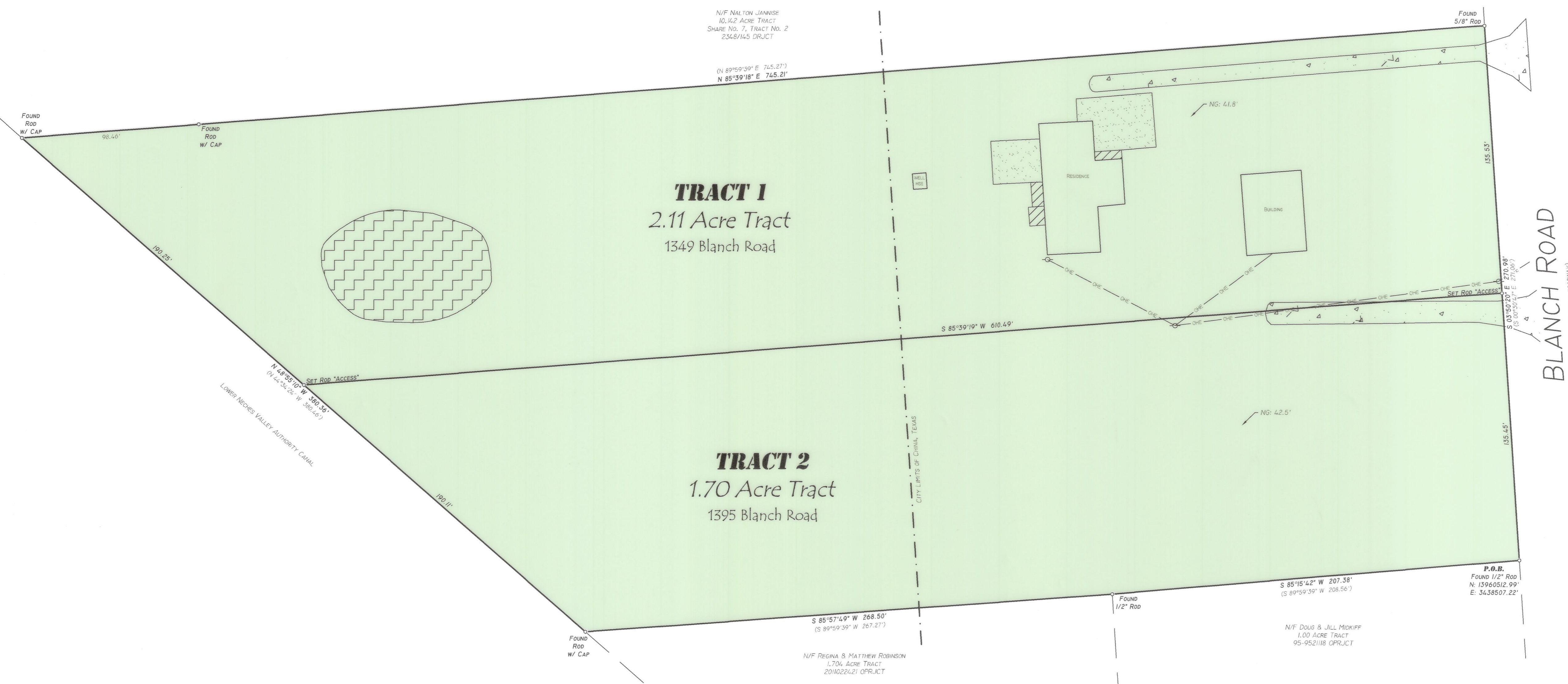
COUNTY CLERK, JEFFERSON COUNTY, TEXAS

By: _____ DEPUTY



188

VICINITY MAP
N.T.S.



MINOR PLAT

OF A 3.81 ACRE TRACT
(CALLED 3.799 ACRES,
C.F.# 2021024618, OPRJCT)

TRACT 1 & TRACT 2

LYING IN THE
SOPHIA DEAN LEAGUE
ABSTRACT No. 16
JEFFERSON COUNTY, TEXAS

CERTIFICATE OF COUNTY APPROVAL:
APPROVED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS OF THE _____ DAY OF _____, 2022, AUTHORIZING THE FILING FOR RECORD OF THIS PLAT. JEFFERSON COUNTY ASSUMES ON OBLIGATIONS FOR THE MAINTENANCE OF STREETS, ROAD, DRAINAGE OR ANY OTHER IMPROVEMENTS.

COMMISSIONER, PRECINCT No. 1
JEFFERSON COUNTY, TEXAS

COMMISSIONER, PRECINCT No. 2
JEFFERSON COUNTY, TEXAS

COMMISSIONER, PRECINCT No. 3
JEFFERSON COUNTY, TEXAS

COMMISSIONER, PRECINCT No. 4
JEFFERSON COUNTY, TEXAS

COUNTY JUDGE
JEFFERSON COUNTY, TEXAS

CERTIFICATE OF COUNTY ENGINEER:
I, _____ COUNTY ENGINEER OF JEFFERSON COUNTY, TEXAS DO HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH ALL EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY THE COMMISSIONER'S COURT OF JEFFERSON COUNTY, TEXAS.

COUNTY ENGINEER

SURVEYOR'S CERTIFICATE:
I, SCOTT N. BRACKIN, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, CERTIFY THAT THIS PLAT HAS BEEN PREPARED FROM AN ACTUAL STANDARD LAND SURVEY ON THE GROUND, THAT ALL CORNERS WERE FOUND OR SET AS NOTED AND THAT THIS PLAT CORRECTLY REPRESENTS SAID SURVEY BY ME AND IS IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF JEFFERSON COUNTY, TEXAS. PLAT DATED: JULY 28, 2022.

SCOTT N. BRACKIN
REGISTERED PROFESSIONAL LAND SURVEYOR No. 6650

LEGAL NOTE DESCRIPTION

BEING A 3.81 ACRE TRACT OF LAND LYING IN THE SOPHIA DEAN LEAGUE, ABSTRACT NUMBER 16, IN JEFFERSON COUNTY, TEXAS AND BEING THE SAME CALLED 3.799 ACRE TRACT CONVEYED TO COLTON BERWICK AND KAITLIN BERWICK, RECORDED IN CLERK FILE NO. 2021024618, OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS (OPRJCT), SAID 3.81 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" ROD FOUND FOR THE SOUTHWEST CORNER OF SAID CALLED 3.799 ACRE TRACT AND THE NORTHEAST CORNER OF A 1.00 ACRE TRACT RECORDED IN CLERK FILE NO. 95-952118, (OPRJCT) AND BEING IN THE WEST RIGHT OF WAY LINE OF A PUBLIC ROAD KNOWN AS BLANCH ROAD;

THENCE SOUTH 85°15'42" WEST, ALONG THE NORTH LINE OF SAID 1.00 ACRE TRACT FOR A DISTANCE OF 207.38' (CALLED SOUTH 89°59'39" WEST, 208.56') TO A 1/2" ROD FOUND FOR THE MOST NORTHERLY NORTHEAST CORNER OF A 1.70 ACRE TRACT RECORDED IN CLERK FILE NO. 2011022421, (OPRJCT);

THENCE SOUTH 85°57'49" WEST, ALONG THE MOST WESTERLY NORTH LINE OF SAID 1.70 ACRE TRACT FOR A DISTANCE OF 268.50' (CALLED SOUTH 89°59'39" WEST, 267.27') TO A ROD WITH CAP FOUND FOR THE SOUTHWEST CORNER OF SAID CALLED 3.799 ACRE TRACT AND BEING IN THE EAST LINE OF THE LOWER NECHES VALLEY AUTHORITY CANAL;

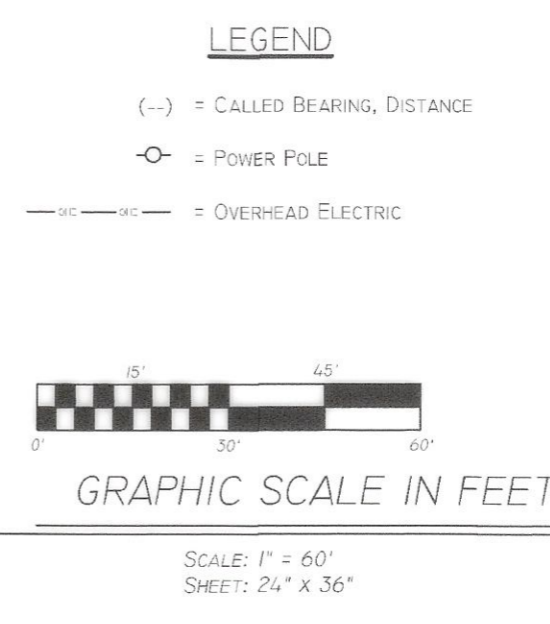
THENCE NORTH 48°55'10" WEST, ALONG THE WEST LINE OF SAID CALLED 3.799 ACRE TRACT AND THE EAST LINE OF SAID LOWER NECHES VALLEY AUTHORITY CANAL FOR A DISTANCE OF 380.36' (CALLED NORTH 44°54'22" WEST, 380.46') TO A ROD WITH CAP FOUND FOR THE NORTHEAST CORNER OF SAID CALLED 3.799 ACRE TRACT AND BEING THE SOUTHWEST CORNER OF A 10.142 ACRE TRACT, SHARE NO. 7, TRACT NO. 2, RECORDED IN VOL. 2348, PG. 145, DEED RECORDS OF JEFFERSON COUNTY, TEXAS (DRJCT);

THENCE NORTH 85°39'18" EAST, ALONG THE SOUTH LINE OF SAID 10.142 ACRE TRACT FOR A DISTANCE OF 745.21' (CALLED NORTH 89°59'39" EAST, 745.27') TO A 5/8" ROD FOUND FOR THE NORTHEAST CORNER OF SAID CALLED 3.799 ACRE TRACT AND BEING IN THE WEST RIGHT OF WAY LINE OF SAID BLANCH ROAD;

THENCE SOUTH 03°50'20" EAST, ALONG THE WEST RIGHT OF WAY LINE OF SAID BLANCH ROAD FOR A DISTANCE OF 270.98' (CALLED SOUTH 00°30'47" EAST, 271.06') TO THE POINT AND PLACE OF BEGINNING, CONTAINING 3.81 ACRES OF LAND, MORE OR LESS.

- SURVEYOR'S NOTES:**
- THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, AND NOT ALL EASEMENTS OR SERVITUDES, WHETHER OF RECORD OR NOT, WERE RESEARCHED AT THE TIME OF THIS SURVEY OR SHOWN HEREON.
 - ALL BEARINGS AND COORDINATES ARE GRID, BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), SOUTH CENTRAL ZONE. ALL DISTANCES AND AREAS ARE BASED ON SURFACE MEASUREMENTS.
 - ALL ELEVATIONS ARE NAVD88 (CALCULATED USING GEOID 18), BASED ON RTK GNSS OBSERVATION AND TIED TO TRIMBLE'S VRS NETWORK.
 - ACCORDING TO FEMA'S FLOOD INSURANCE RATE MAP NO. 480385 0125 C, DATED AUGUST 06, 2002, THE SUBJECT PROPERTY IS LOCATED IN FLOOD ZONE 'X'.
 - THIS PROPERTY IS WITHIN THE BOUNDARIES OF THE HARDIN-JEFFERSON ISD.

UTILITY NOTES:
ELECTRIC UTILITY SERVICE WILL BE PROVIDED BY: ENTERGY-TEXAS
TELEPHONE UTILITY SERVICE WILL BE PROVIDED BY: N/A
GAS UTILITY SERVICE WILL BE PROVIDED BY: UNKNOWN
WATER UTILITY SERVICE WILL BE PROVIDED BY: UNKNOWN
SEWER UTILITY SERVICE WILL BE PROVIDED BY: UNKNOWN
CABLE UTILITY SERVICE WILL BE PROVIDED BY: SATELLITE



OWNERSHIP CERTIFICATE:
STATE OF TEXAS
COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS, THAT WE, COLTON BERWICK AND KAITLIN BERWICK, OWNERS OF THAT CALLED 3.799 ACRE TRACT RECORDED IN CLERK FILE NO. 2021024618, OF THE OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID PROPERTY IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND DO HEREBY DEDICATE TO THE PUBLIC THE STREETS AND EASEMENTS SHOWN HEREON.

WITNESS MY HAND, THIS 27th DAY OF October, 2022.

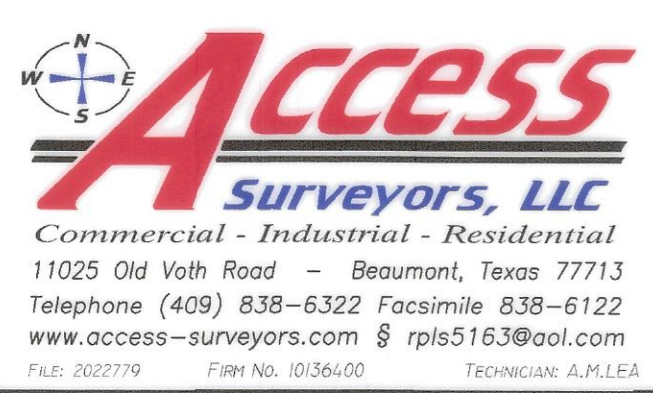
COLTON BERWICK, (OWNER)
KAITLIN BERWICK, (OWNER)

STATE OF TEXAS
COUNTY OF JEFFERSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED COLTON BERWICK AND KAITLIN BERWICK KNOWN TO ME TO BE THE PERSONS WHOSE NAMES IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 27th DAY OF October, 2022.

By: _____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



FIELD NOTE DESCRIPTION - 52.572 ACRES

BEING A 52.572 ACRE TRACT OF LAND AS SITUATED IN THE W.H. ALDRIDGE SURVEY, ABSTRACT NO. 813 AND THE G.W. PAINE SURVEY, ABSTRACT NO. 188 OF JEFFERSON COUNTY, TEXAS AND BEING OUT OF AND A PART OF A CALLED 1706.9 ACRE TRACT AS CONVEYED TO 4-HORN FARM AND RANCH, LLC BY A CERTIFICATE OF AMENDMENT DATED NOVEMBER 4, 2015 AND FILED FOR RECORD UNDER CLERK'S FILE NO. 2015036990 OF THE JEFFERSON COUNTY OFFICIAL PUBLIC RECORDS. SAID 52.572 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 3/4-INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, AN ANGLE CORNER OF SAID 4-HORN FARM AND RANCH, LLC CALLED 1706.9 ACRE TRACT, AND THE NORTHWEST CORNER OF A CALLED 1.40 ACRE TRACT AS CONVEYED TO JOHN OHMAN BY A GENERAL WARRANTY DEED DATED MAY 2, 2012 AND FILED FOR RECORD UNDER CLERK'S FILE NO. 2012014637 OF SAID JEFFERSON COUNTY OFFICIAL PUBLIC RECORDS, SAME BEING LOCATED IN A SOUTH LINE OF SAID G.W. PAINE SURVEY, ABSTRACT NO. 188 AND THE NORTH LINE OF THE B.B.B. & C. RR. SURVEY, ABSTRACT NO. 90. SAID POINT OF BEGINNING HAS A TEXAS STATE PLANE COORDINATE SYSTEM, LAMBERT PROJECTION, NORTH AMERICAN DATUM OF 1983 (NAD 83), SOUTH CENTRAL ZONE (U.S. SURVEY FOOT) VALUE OF NORTH: 13,911,896.11 AND EAST: 3,455,722.99;

- THENCE, IN A NORTHERLY DIRECTION, OVER AND ACROSS SAID 4-HORN FARM AND RANCH, LLC CALLED 1706.9 ACRE TRACT THE FOLLOWING FORTY-THREE (43) COURSES AND DISTANCES:
1. NORTH 02'14"54" WEST, A DISTANCE OF 867.72 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREIN DESCRIBED TRACT;
2. NORTH 87'17"43" EAST, A DISTANCE OF 207.91 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREIN DESCRIBED TRACT;
3. SOUTH 10'11"37" WEST, A DISTANCE OF 45.50 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREIN DESCRIBED TRACT;
4. SOUTH 17'43"38" EAST, A DISTANCE OF 139.64 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREIN DESCRIBED TRACT;
5. SOUTH 28'37"21" EAST, A DISTANCE OF 47.11 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREIN DESCRIBED TRACT;
6. NORTH 20'53"09" EAST, A DISTANCE OF 67.65 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREIN DESCRIBED TRACT;
7. NORTH 03'45'43" WEST, A DISTANCE OF 88.49 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREIN DESCRIBED TRACT;
8. NORTH 33'25'27" EAST, A DISTANCE OF 88.05 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREIN DESCRIBED TRACT;
9. NORTH 04'12'06" EAST, A DISTANCE OF 166.06 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREIN DESCRIBED TRACT;
10. NORTH 19'31'21" WEST, A DISTANCE OF 27.08 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREIN DESCRIBED TRACT;
11. NORTH 87'17'43" EAST, A DISTANCE OF 121.67 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREIN DESCRIBED TRACT;
12. NORTH 04'41'14" WEST, A DISTANCE OF 181.70 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREIN DESCRIBED TRACT;
13. SOUTH 87'17'43" WEST, A DISTANCE OF 145.03 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREIN DESCRIBED TRACT;
14. NORTH 35'28'30" WEST, A DISTANCE OF 91.28 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREIN DESCRIBED TRACT;
15. NORTH 00'30'16" WEST, A DISTANCE OF 53.52 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREIN DESCRIBED TRACT;
16. NORTH 26'33'26" WEST, A DISTANCE OF 61.80 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREIN DESCRIBED TRACT;
17. NORTH 13'06'30" EAST, A DISTANCE OF 55.23 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREIN DESCRIBED TRACT;
18. NORTH 05'40'37" EAST, A DISTANCE OF 34.78 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREIN DESCRIBED TRACT;
19. NORTH 48'35'52" EAST, A DISTANCE OF 65.89 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREIN DESCRIBED TRACT;
20. NORTH 25'50'24" WEST, A DISTANCE OF 60.10 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREIN DESCRIBED TRACT;
21. NORTH 7'34'36" WEST, A DISTANCE OF 34.82 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREIN DESCRIBED TRACT;
22. NORTH 02'11'56" WEST, A DISTANCE OF 99.82 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREIN DESCRIBED TRACT;
23. NORTH 86'36'41" EAST, A DISTANCE OF 154.55 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREIN DESCRIBED TRACT;
24. SOUTH 76'29'17" EAST, A DISTANCE OF 40.53 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREIN DESCRIBED TRACT;
25. NORTH 07'23'03" EAST, A DISTANCE OF 93.17 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREIN DESCRIBED TRACT;
26. NORTH 49'59'09" EAST, A DISTANCE OF 47.36 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREIN DESCRIBED TRACT;
27. NORTH 05'48'35" WEST, A DISTANCE OF 11.75 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREIN DESCRIBED TRACT;
28. NORTH 87'17'43" EAST, A DISTANCE OF 64.68 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREIN DESCRIBED TRACT;
29. NORTH 16'52'55" WEST, A DISTANCE OF 135.04 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREIN DESCRIBED TRACT AND THE BEGINNING POINT OF A CURVE TO THE RIGHT;
30. ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 680.00 FEET, AN ARC LENGTH OF 178.00 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 09'22'59" WEST 177.49 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREIN DESCRIBED TRACT;
31. SOUTH 71'09'11" WEST, A DISTANCE OF 527.44 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREIN DESCRIBED TRACT;
32. NORTH 02'14"54" WEST, A DISTANCE OF 414.29 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREIN DESCRIBED TRACT;
33. NORTH 90'00'00" EAST, A DISTANCE OF 301.96 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREIN DESCRIBED TRACT;
34. SOUTH 28'41'52" EAST, A DISTANCE OF 68.28 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREIN DESCRIBED TRACT;
35. NORTH 65'59'27" EAST, A DISTANCE OF 76.23 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREIN DESCRIBED TRACT;
36. NORTH 29'34'05" WEST, A DISTANCE OF 159.21 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREIN DESCRIBED TRACT;
37. SOUTH 89'31'22" WEST, A DISTANCE OF 97.04 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREIN DESCRIBED TRACT;
38. NORTH 00'00'00" EAST, A DISTANCE OF 91.19 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREIN DESCRIBED TRACT;
39. NORTH 90'00'00" WEST, A DISTANCE OF 111.23 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREIN DESCRIBED TRACT;
40. NORTH 00'59'39" WEST, A DISTANCE OF 68.73 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREIN DESCRIBED TRACT;
41. NORTH 55'40'43" EAST, A DISTANCE OF 27.29 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREIN DESCRIBED TRACT;
42. NORTH 37'02'37" EAST, A DISTANCE OF 122.69 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREIN DESCRIBED TRACT;
43. NORTH 21'15'40" WEST, A DISTANCE OF 128.41 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") IN THE SOUTH RIGHT-OF-WAY OF F.M. HIGHWAY 365 FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A CONCRETE MONUMENT FOUND FOR REFERENCE BEARS SOUTH 88'23'44" WEST, A DISTANCE OF 338.63 FEET;

THENCE, NORTH 88'23'44" EAST, A DISTANCE OF 547.48 FEET, ALONG THE SOUTH RIGHT-OF-WAY OF SAID F.M. HIGHWAY 365, TO A CONCRETE MONUMENT FOUND FOR AN ANGLE CORNER OF THE HEREIN DESCRIBED TRACT AND A BEGINNING POINT OF A CURVE TO THE RIGHT;

THENCE, ALONG THE SOUTH RIGHT-OF-WAY OF SAID F.M. HIGHWAY 365 AND SAID CURVE TO THE RIGHT HAVING A RADIUS OF 5669.58 FEET, AN ARC LENGTH OF 501.67 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 89'05'28" EAST 501.51 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A CONCRETE MONUMENT FOUND FOR REFERENCE ALONG SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 85'49'48" EAST 143.71 FEET;

- THENCE, IN A SOUTHERLY DIRECTION, OVER AND ACROSS SAID 4-HORN FARM AND RANCH, LLC CALLED 1706.9 ACRE TRACT THE FOLLOWING FIVE (5) COURSES AND DISTANCES:
1. SOUTH 20'08'23" WEST, A DISTANCE OF 457.11 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREIN DESCRIBED TRACT;
2. SOUTH 03'19'41" WEST, A DISTANCE OF 622.96 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREIN DESCRIBED TRACT;
3. SOUTH 15'01'20" EAST, A DISTANCE OF 734.69 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREIN DESCRIBED TRACT;
4. NORTH 87'11'01" EAST, A DISTANCE OF 375.05 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREIN DESCRIBED TRACT;
5. SOUTH 15'44'11" EAST, A DISTANCE OF 82.08 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR THE MOST EASTERLY SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, SAME BEING LOCATED ON A SOUTH LINE OF SAID 4-HORN FARM AND RANCH, LLC CALLED 1706.9 ACRE TRACT, THE NORTH LINE OF A CALLED 372.03 ACRE TRACT AS CONVEYED TO THIRD TEXAS RESOURCE, LLC BY SPECIAL WARRANTY DEED DATED JULY 11, 2012 AND FILED FOR RECORD UNDER CLERK'S FILE NO. 2012023087 OF SAID JEFFERSON COUNTY OFFICIAL PUBLIC RECORDS, AND THE NORTHEAST CORNER OF A CALLED 0.389 ACRE TRACT AS CONVEYED TO JOSEPH HILEMAN BY A SPECIAL WARRANTY DEED DATED APRIL 8, 2008 AND FILED FOR RECORD UNDER CLERK'S FILE NO. 2008014328 OF SAID JEFFERSON COUNTY OFFICIAL PUBLIC RECORDS;

THENCE, SOUTH 87'11'01" WEST, A DISTANCE OF 741.47 FEET, ALONG A SOUTH LINE OF SAID 4-HORN FARM AND RANCH, LLC CALLED 1706.9 ACRE TRACT AND THE NORTH LINE OF SAID THIRD TEXAS RESOURCE, LLC CALLED 372.03 ACRE TRACT, TO A 1/2-INCH IRON ROD FOUND FOR AN ANGLE CORNER OF THE HEREIN DESCRIBED TRACT, AN ANGLE CORNER OF SAID 4-HORN FARM AND RANCH, LLC CALLED 1706.9 ACRE TRACT, AND A NORTHWEST CORNER OF SAID THIRD TEXAS RESOURCE, LLC CALLED 372.03 ACRE TRACT;

THENCE, SOUTH 02'06'16" EAST, A DISTANCE OF 951.56 FEET, ALONG AN EAST LINE OF SAID 4-HORN FARM AND RANCH, LLC CALLED 1706.9 ACRE TRACT AND A WEST LINE OF SAID THIRD TEXAS RESOURCE, LLC CALLED 372.03 ACRE TRACT, TO A 3/4-INCH IRON ROD FOUND FOR A SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, AN ANGLE CORNER OF SAID 4-HORN FARM AND RANCH, LLC CALLED 1706.9 ACRE TRACT, A SOUTHWEST CORNER OF SAID THIRD TEXAS RESOURCE, LLC CALLED 372.03 ACRE TRACT, THE NORTHWEST CORNER OF A CALLED 1.005 ACRE TRACT AS CONVEYED TO JOSEPH HILEMAN BY A CORRECTION WARRANTY DEED DATED SEPTEMBER 20, 2007 AND FILED FOR RECORD UNDER CLERK'S FILE NO. 2007037168 OF SAID JEFFERSON COUNTY OFFICIAL PUBLIC RECORDS, AND THE NORTHEAST CORNER OF A CALLED 0.389 ACRE TRACT AS CONVEYED TO JOSEPH HILEMAN BY A SPECIAL WARRANTY DEED DATED APRIL 8, 2008 AND FILED FOR RECORD UNDER CLERK'S FILE NO. 2008014328 OF SAID JEFFERSON COUNTY OFFICIAL PUBLIC RECORDS;

THENCE, SOUTH 76'37'36" WEST, A DISTANCE OF 431.45 FEET, ALONG A SOUTH LINE OF SAID 4-HORN FARM AND RANCH, LLC CALLED 1706.9 ACRE TRACT AND THE NORTH LINE OF SAID JOSEPH HILEMAN CALLED 0.389 ACRE TRACT, TO A 3/4-INCH IRON PIPE FOUND FOR THE WEST CORNER OF SAME, AN ANGLE CORNER OF THE HEREIN DESCRIBED TRACT, AN ANGLE CORNER OF SAID 4-HORN FARM AND RANCH, LLC CALLED 1706.9 ACRE TRACT, THE NORTHEAST CORNER OF SAID JOHN OHMAN CALLED 1.40 ACRE TRACT, AND THE NORTHWEST CORNER OF A CALLED 3.62 ACRE TRACT AS CONVEYED TO JOE HILEMAN BY A WARRANTY DEED DATED NOVEMBER 3, 1983 AND FILED FOR RECORD UNDER FILM CODE NO. 100-37-2283 OF SAID JEFFERSON COUNTY OFFICIAL PUBLIC RECORDS;

THENCE, SOUTH 87'17'12" WEST, A DISTANCE OF 388.81 FEET, ALONG A SOUTH LINE OF SAID 4-HORN FARM AND RANCH, LLC CALLED 1706.9 ACRE TRACT AND THE NORTH LINE OF SAID JOHN OHMAN CALLED 1.40 ACRE TRACT, TO THE PLACE OF BEGINNING, CONTAINING 52.572 ACRES OF LAND IN JEFFERSON COUNTY, TEXAS.

GENERAL NOTES

- 1. ALL HORIZONTAL CONTROL IS REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, LAMBERT PROJECTION, NORTH AMERICAN DATUM OF 1983 (NAD 83), SOUTH CENTRAL ZONE (U.S. SURVEY FOOT).
2. THIS SURVEY DOES NOT PROVIDE ANY DETERMINATION CONCERNING FAULT LINES, TOXIC WASTE OR ANY OTHER ENVIRONMENTAL ISSUES. SUCH MATTERS SHOULD BE DIRECTED BY THE CLIENT OR PROSPECTIVE PURCHASER TO AN EXPERT CONSULTANT.
3. ACCORDING TO MAP NO. 4803850245 C OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS FOR JEFFERSON COUNTY, TEXAS (UNINCORPORATED AREAS), DATED AUGUST 6, 2002, THE SUBJECT TRACT IS SITUATED WITHIN ZONE "A", DEFINED AS SPECIAL FLOOD HAZARD AREAS FLOODING BY 100-YEAR FLOOD WITH NO BASE FLOOD ELEVATIONS DETERMINED. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR. LOCATION OF THE SUBJECT TRACT ON SAID MAPS WERE DETERMINED BY SCALE WITH ACTUAL FIELD ELEVATIONS NOT DETERMINED. JAMA GROUP, LLC DOES NOT WARRANT NOR SUBSCRIBE TO THE ACCURACY OR SCALE OF SAID MAPS.
4. RESEARCH FOR ADJOINER TRACTS WAS PERFORMED BY JAMA GROUP, LLC.
5. ALL VERTICAL CONTROL IS REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) AS DETERMINED BY GPS OBSERVATIONS AND ARE BASED ON NGS MONUMENT PID A8221 WITH A PUBLISHED ELEVATION OF 11.9'.
6. THIS SUBDIVISION PLAN WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT COMMITMENT FOR TITLE INSURANCE OR ABSTRACTOR'S CERTIFICATE AND THEREFORE EASEMENTS OR ENCUMBRANCES MAY EXIST WHICH ARE NOT SHOWN HEREON. NO RESEARCH OF THE PUBLIC RECORDS OF JEFFERSON COUNTY REGARDING THESE EASEMENTS OR ENCUMBRANCES WAS PERFORMED BY JAMA GROUP, LLC.
7. TREES AND OR VEGETATION WITH A POTENTIAL GROWTH HEIGHT OF MORE THAN 20' ARE PROHIBITED WITHIN THE 10' UTILITY EASEMENT. FAILURE TO COMPLY WILL RESULT IN REMOVAL OF TREES/VEGETATION BY ELECTRIC UTILITY COMPANY. ALL UTILITY EASEMENTS SHOWN HEREON INCLUDE THE RIGHT TO TRIM OVERHANGING TREES AND SHRUBS LOCATED IN THE PROPERTY BELONGING TO OR BEING APART OF THIS ADDITION.
8. NO PORTION OF THIS SUBDIVISION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL JEFFERSON COUNTY DEVELOPMENT REQUIREMENTS HAVE BEEN MET.
9. NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF ANY MUNICIPALITY'S CORPORATE CITY LIMITS OR AREA OF EXTRA TERRITORIAL JURISDICTION.
10. THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE HAMSHIRE-FANNETT INDEPENDENT SCHOOL DISTRICT.
11. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM, WHICH HAS BEEN APPROVED BY JEFFERSON COUNTY.
12. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY STATE APPROVED COMMUNITY WATER SYSTEM, OR ENGINEERED RAINWATER COLLECTION SYSTEM.
13. WEST JEFFERSON COUNTY MUNICIPAL WATER DISTRICT, AN APPROVED PUBLIC WATER SUPPLY SYSTEM, HAS ADEQUATE QUANTITY TO SUPPLY THE SUBDIVISION AND PROVISIONS HAVE BEEN MADE TO PROVIDE SERVICE TO EACH LOT IN ACCORDANCE WITH THE POLICIES OF THE WATER AND SEWER SUPPLY SYSTEM.
14. ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITIES.
15. MINIMUM FINISHED FLOOR ELEVATION REQUIREMENTS. JEFFERSON COUNTY SUBDIVISION AND DEVELOPMENT REGULATIONS REQUIRE A MINIMUM OF 1' ABOVE THE FLOODPLAIN FOR FINISHED FLOOR ELEVATIONS FOR ALL STRUCTURES BUILT WITHIN THE 100-YEAR FLOODPLAIN. THIS REQUIREMENT IS BASED ON THE BEST AVAILABLE INFORMATION AND IS NOT A GUARANTEE OF PREVENTING HOME FLOODING. A BASE FLOOD ELEVATION OF 20.0' (NGVD 1929) WAS ASSIGNED PER DOUG CHAMM WITH JEFFERSON COUNTY DRAINAGE DISTRICT NO. 6.
16. THIS SUBDIVISION CONSISTS OF 21 LOTS. ALL LOTS IN SAID SUBDIVISION ARE FOR RESIDENTIAL PURPOSES ONLY. LOTS IN SAID SUBDIVISION CANNOT BE FURTHER SUBDIVIDED. NO MORE THAN ONE SINGLE FAMILY RESIDENCE PER LOT.
17. NO FILL OF ANY KIND SHALL BE PLACED IN THE DELINEATED WETLANDS AREAS (RESTRICTED RESERVE AREAS).
18. NO CONSTRUCTION ACTIVITY OR DEVELOPMENT SHALL OCCUR IN THE DELINEATED WETLANDS AREAS (RESTRICTED RESERVE AREAS).
19. LOT OWNERS WILL NOT BE ALLOWED TO INSTALL CULVERTS/SURFACE DRAINS TO REPLACE THE OPEN DITCH SYSTEMS FRONTING THEIR LOTS(S) OTHER THAN THAT ALLOWED BY THE COUNTY FOR DRIVEWAYS.
20. THE BUYERS OF LOT 20 AND LOT 21 MUST CONTACT ENTERPRISE PRODUCTS AT 713-381-5585, OR THE CURRENT OWNER/OPERATOR OF THE PIPELINE INDICATED, BEFORE CONSTRUCTION OF ANY STRUCTURES OR FACILITIES ACROSS THE PIPELINE RIGHT-OF-WAY, INCLUDING BUT NOT LIMITED TO CONCRETE DRIVEWAYS, ROCK DRIVEWAYS, INSTALLATION OF PHONE AND/OR CABLE LINES, OR ELECTRICAL LINES SERVING ANY FUTURE STRUCTURES.
21. THERE SHALL EXIST A 5' X 25' GUY ANCHOR EASEMENT AROUND ALL GUY ANCHORS INSTALLED WITHIN THE SUBDIVISION, BEING 2.5' EACH SIDE OF THE GUY WIRE AND EXTENDING 25' FROM THE CENTER OF THE POWER POLE AS INSTALLED.
22. RESERVE AREAS ARE RESTRICTED AREAS OF WETLANDS DELINEATION AS DETERMINED BY AN ENGINEERING STUDY COMPLETED BY LJA ENGINEERING IN BEAUMONT, TEXAS. THESE AREAS ARE NOT PART OF THE LOTS OR THEIR ACREAGE CALCULATIONS. NO CONSTRUCTION (PRESENT OR FUTURE) WILL BE ALLOWED ON SAID RESTRICTED RESERVE AREAS.
23. ELECTRIC UTILITY SERVICE: ENTERGY TEXAS, INC. TELEPHONE UTILITY SERVICE: WINDSTREAM GAS UTILITY SERVICE: N/A WATER UTILITY SERVICE: WEST JEFFERSON COUNTY MUNICIPAL WATER DISTRICT SEWER UTILITY SERVICE: N/A CABLE UTILITY SERVICE: TIME WARNER CABLE

WATER SUPPLY REPRESENTATIVE

STATE OF TEXAS COUNTY OF JEFFERSON

I, MICHELLE FALGOUT, COUNTY ENGINEER OF JEFFERSON COUNTY, DO HEREBY CERTIFY THAT THE PLAN OF THIS SUBDIVISION COMPLIES WITH ALL EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY COMMISSIONERS' COURT OF JEFFERSON COUNTY, TEXAS.

COUNTY ENGINEER

STATE OF TEXAS COUNTY OF JEFFERSON

APPROVED BY THE COMMISSIONERS' COURT OF JEFFERSON COUNTY, TEXAS ON THE ____ DAY

OF _____, 2022, AUTHORIZING THE FILING FOR RECORD OF THIS PLAN. JEFFERSON COUNTY ASSUMES NO OBLIGATION FOR THE MAINTENANCE OF STREETS, ROADS, DRAINAGE, OR ANY OTHER IMPROVEMENTS.

COMMISSIONER, PRECINCT 1

COMMISSIONER, PRECINCT 2

COMMISSIONER, PRECINCT 3

COMMISSIONER, PRECINCT 4

COUNTY JUDGE

STATE OF TEXAS COUNTY OF JEFFERSON

I, _____, COUNTY CLERK OF JEFFERSON COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF

AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON _____ DAY OF _____, 2022 AT _____ O'CLOCK _____M. AND DULY RECORDED ON

THE _____ DAY OF _____, 2022 AT _____ O'CLOCK _____M. IN CLERK'S FILE NO. _____

JEFFERSON COUNTY OFFICIAL PUBLIC RECORDS.

COUNTY CLERK JEFFERSON COUNTY, TEXAS

STATE OF TEXAS COUNTY OF JEFFERSON

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KNOW ALL MEN BY THESE PRESENTS, THAT I, Mike Stankovich, LIENHOLDER OF A 52.572 ACRE TRACT AS HEREON DESCRIBED IN A DEED RECORDED IN CLERK'S FILE NO. 2015036990 OF THE OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS, DO HEREBY CONSENT TO THE SUBDIVISION OF SAID TRACT AS SHOWN HEREON, AND DO FURTHER HEREBY JOIN, APPROVE AND CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO JEFFERSON COUNTY THE STREETS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS JEFFERSON COUNTY MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS MADISON OAKS.

WITNESS OUR HAND IN JEFFERSON COUNTY, TEXAS THIS THE 7th DAY OF

November 2022

ix Farm Credit

TITLE: Branch Manager

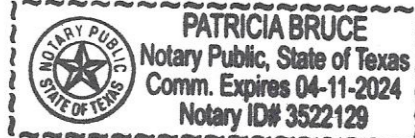
SUBSCRIBED AND SWORN TO BEFORE ME BY MIKE STANKOVICH AND GIVEN UNDER MY HAND

AND SEAL OF OFFICE, THIS 7th DAY OF November, 2022.

Patricia Bruce

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

MY COMMISSION EXPIRES: 4-11-2024



STATE OF TEXAS COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS, THAT I, SCOT E. SHELDON, MANAGER OF 4-HORN FARM AND RANCH, LLC, OWNER OF A 52.572 ACRE TRACT OF LAND AS CONVEYED TO US BY DEED DATED NOVEMBER 4, 2015 AND RECORDED IN CLERK'S FILE NO. 2015036990, JEFFERSON COUNTY OFFICIAL PUBLIC RECORDS, OUT OF THE W.H. ALDRIDGE SURVEY, ABSTRACT NO. 813 AND THE G.W. PAINE SURVEY, ABSTRACT NO. 188, JEFFERSON COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID 52.572 ACRES OF LAND, TO BE KNOWN AS MADISON OAKS IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS HERETO FORE GRANTED AND DEDICATE TO THE PUBLIC THE STREETS AND EASEMENTS SHOWN HEREON.

THIS IS TO CERTIFY THAT WE, 4-HORN FARM AND RANCH, LLC, HAVE COMPLIED WITH OR WILL COMPLY WITH THE EXISTING REGULATIONS HERETOFORE ON FILE WITH THE JEFFERSON COUNTY ENGINEER AND ADOPTED BY THE COMMISSIONERS' COURT OF JEFFERSON COUNTY.

WITNESS OUR HAND IN JEFFERSON COUNTY, TEXAS THIS THE 7th DAY OF

November 2022.

Scot E. Sheldon

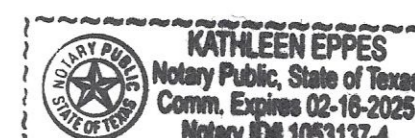
SCOT E. SHELDON, MANAGER

SUBSCRIBED AND SWORN TO BEFORE ME BY SCOT E. SHELDON, MANAGER OF 4-HORN FARM AND RANCH, LLC, AND GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 7th DAY OF November, 2022.

Kathleen Eppes

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

MY COMMISSION EXPIRES: 2-16-2025



SURVEYOR'S CERTIFICATION

WE, JAMA GROUP, LLC ACTING BY AND THROUGH MICHAEL KETHAN, A REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THE DRAWING SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE ON THE GROUND, UNDER MY SUPERVISION, BEING SITUATED IN W.H. ALDRIDGE SURVEY, A-813 AND G.W. PAINE SURVEY, A-188 OF JEFFERSON COUNTY, TEXAS.

SURVEYED: MAY 3, 2022

REVISED: NOVEMBER 3, 2022

Michael Kethan

MICHAEL KETHAN REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5709



SUBSCRIBED AND SWORN TO BEFORE ME BY MICHAEL KETHAN AND GIVEN UNDER

MY HAND AND SEAL OF OFFICE, THIS 7 DAY OF November, 2022.

Michael Kethan

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

MY COMMISSION EXPIRES: 8-28-2026



RESTRICTED RESERVE AREAS. SEE NOTE 22 IN GENERAL NOTES. Table with 2 columns: TRACT, ACRES. Rows include Reserve Area A through F, and Total Acreage 1.435.

REQUIRED CLEAR SPACE FOR AN OSSF (ON SITE SEWAGE FACILITY). Table with 5 columns: TYPE OF FACILITY, USAGE RATE-GALLONS PER DAY (WITHOUT WATER SAVING DEVICES), REQUIRED CLEAR AREA FOR OSSF (IN SQUARE FEET), USAGE RATE-GALLONS PER DAY (WITH WATER SAVING DEVICES), REQUIRED CLEAR AREA FOR OSSF (IN SQUARE FEET). Rows include Single Family (1-2, 3-2, 4-2, 5-2, 6-2 bedrooms) and Less Than 1500, 2500, 3500, 4500, 5500 sq. ft.

AMENDED FINAL PLAT OF MADISON OAKS BEING 52.572 ACRES OUT OF THE W.H. ALDRIDGE SURVEY ABSTRACT NO. 813 & G.W. PAINE SURVEY ABSTRACT NO. 188 JEFFERSON COUNTY, TEXAS

MAY 5, 2021 REVISED: NOVEMBER 3, 2022



TEXAS HISTORICAL COMMISSION

**ANTIQUITIES PERMIT: HISTORIC BUILDINGS
AND STRUCTURES**

PERMIT #HS 1187

This permit is issued by the Texas Historical Commission, hereinafter referred to as the Commission, represented herein by and through its duly authorized and empowered representative. Under authority of the Texas Natural Resources Code, Title 9, Chapter 191, and subject to the conditions hereinafter set forth, this permit is granted for:

New Construction

To be performed on a designated State Antiquities Landmark known as:

Jefferson County Courthouse
installation of TV in 58th District Courtroom on Second Floor
1149 Pearl St.
Beaumont, Jefferson County

Owned or controlled by (hereinafter known as the Permittee)

Jeff Branick
Jefferson County
1149 Pearl Street Fourth floor
Beaumont, Texas 77701

The architect, engineer, or contractor representing the Permittee is:

Director of Maintenance
Greg Keller
1149 Pearl Street,
Beaumont, Texas 77701

This permit will be in effect for a period of:

6 months

And will expire on:

April 1, 2023

Work under this permit shall consist of:

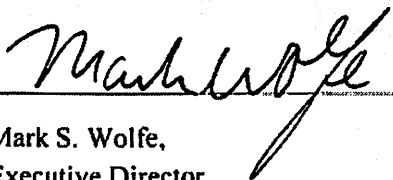
Install television monitor in 58th district courtroom. TV mount to be attached to a fabricated mount to avoid attaching to the face of decorative woodwork in the courtroom, similar in mounting style to other locations in the courthouse.

This permit is granted on the following terms and conditions:

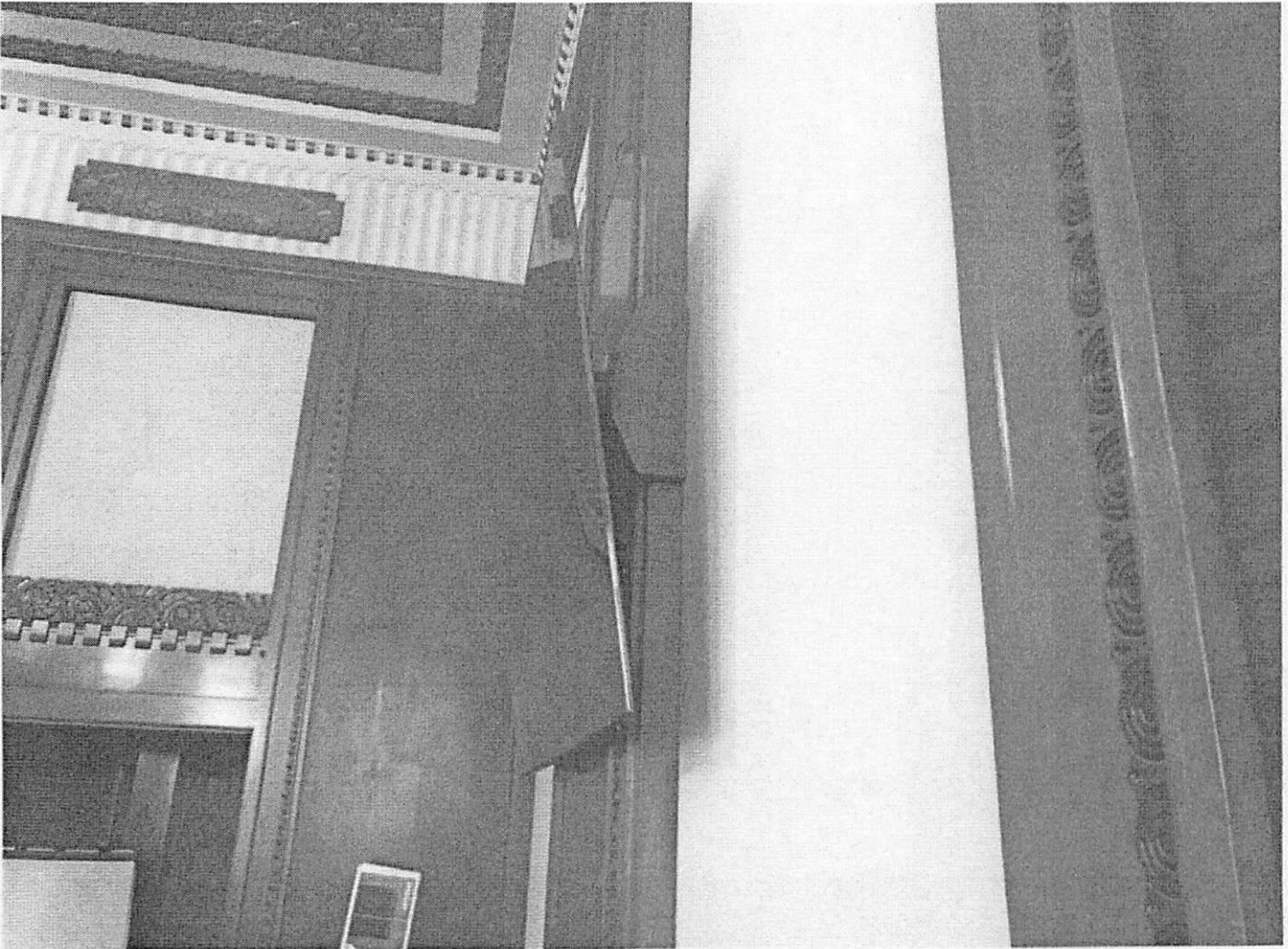
- 1) The Secretary of the Interior's Standards for the Treatment of Historic Properties (1995 and subsequent revisions) have been adopted by the Commission and shall serve as guidelines for appropriateness of all activities carried out under this permit.

- 2) This project must be carried out in accordance with the project application approved by the Commission or their duly authorized and empowered representative. Any proposed deviation from the project application must receive the approval of the Commission prior to implementation.
- 3) If the Permittee fails to comply with any of the Commission's Rules of Practice and Procedure (Texas Administrative Code, Title 13, Chapter 26) or with any of the specific terms of this permit, or fails to properly conduct or complete this project within the allotted time, the Commission may place the permit on hold or cancel the permit. In the case of ongoing projects, work must cease immediately. The Commission will notify the Permittee of such hold or cancellation by certified mail, return receipt requested. Upon notification of cancellation, the Permittee, project sponsor, project architect or engineer, and professional firm shall remove all construction personnel and equipment from the area or site within 24 hours. A permit, which has been canceled, can be reinstated by the Commission if good cause is shown within thirty (30) days.
- 4) The Permittee, Architect, or anyone else under contract to the Permittee in the conduct of the activities hereby authorized, must comply with all laws, ordinances, and regulations of the State of Texas and of its political subdivisions including, but not limited to, the Antiquities Code of Texas.
- 5) Any duly authorized and empowered representative of the Commission may, at any time, visit the site and examine the permit, construction documents, and work.
- 6) This permit may not be assigned by the Permittee in whole or in part to any other individual, organization, institution, or corporation.
- 7) The Permittee shall have a copy of this permit available at the site of the project during all working hours.
- 8) Hold Harmless: The Permittee hereby expressly releases the State, and agrees that Permittee will hold harmless, indemnify, and defend (including reasonable attorney's fees and costs of litigation) the State, its officers, agents, and employees in their official and/or individual capacities from every liability, loss, or claim for damages to persons or property, direct or indirect, of whatsoever nature arising out of, or in any connection with, any of the activities covered by this permit.
- 9) Addendum: The Permittee will abide by any addenda hereto attached.

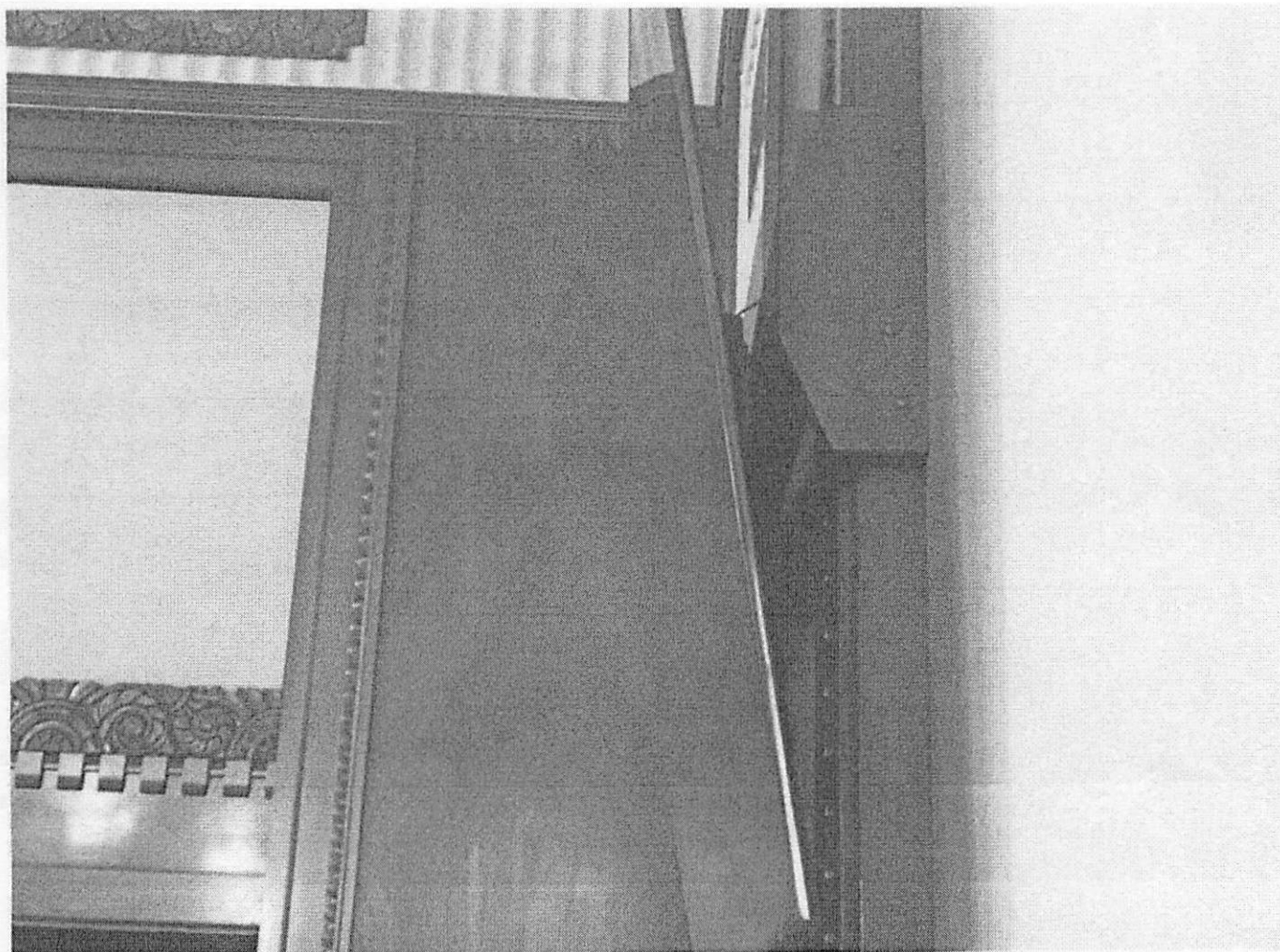
Upon a finding that it is in the best interest of the State, this permit is issued this 27th day of September, 2022.



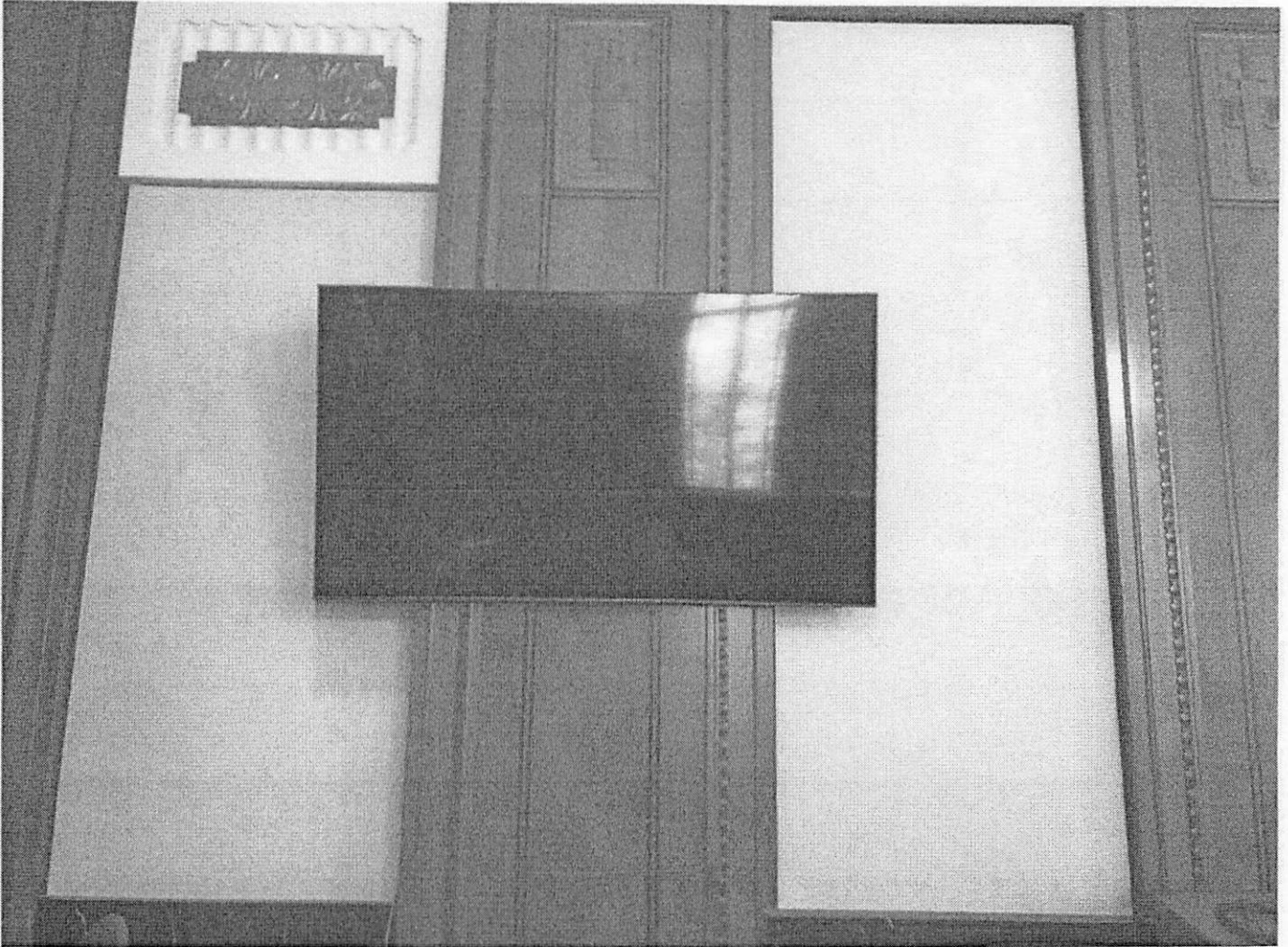
 Mark S. Wolfe,
 Executive Director
 Texas Historical Commission



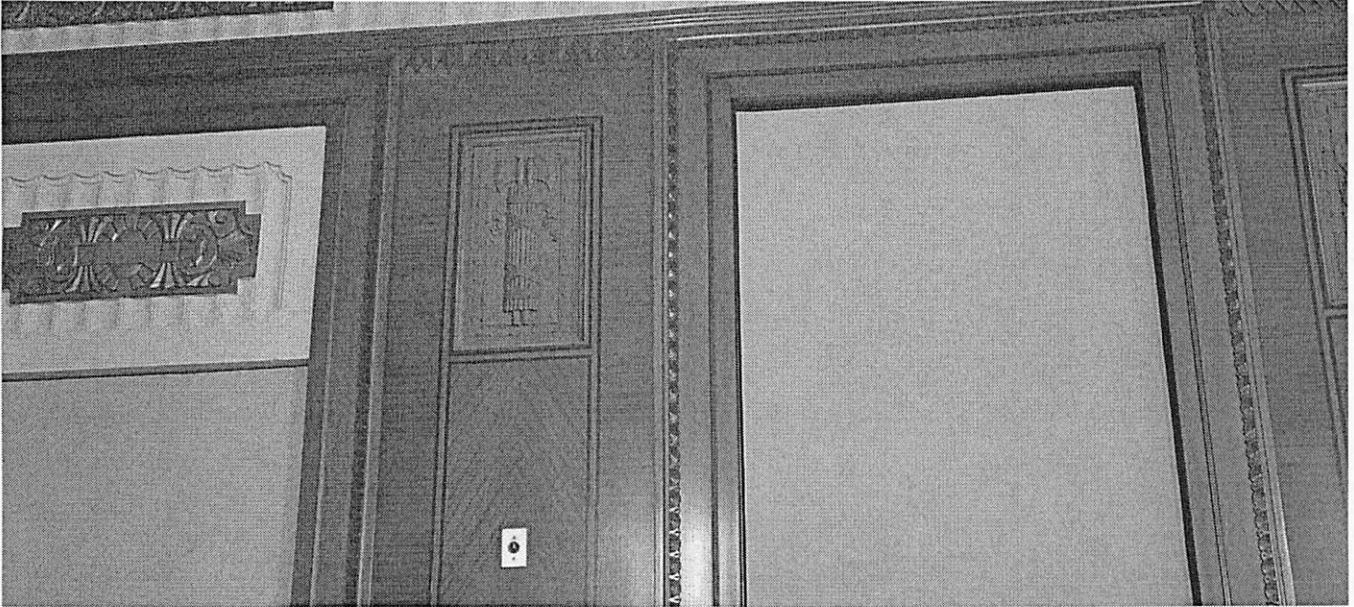
Side view of newly installed television monitor in Jefferson County's 58th District Courtroom. Photo includes view of fabricated wooden mount that wraps around the original woodwork and is affixed to the sides of the original woodwork. The mount is stained in the same colorway as the original woodwork.



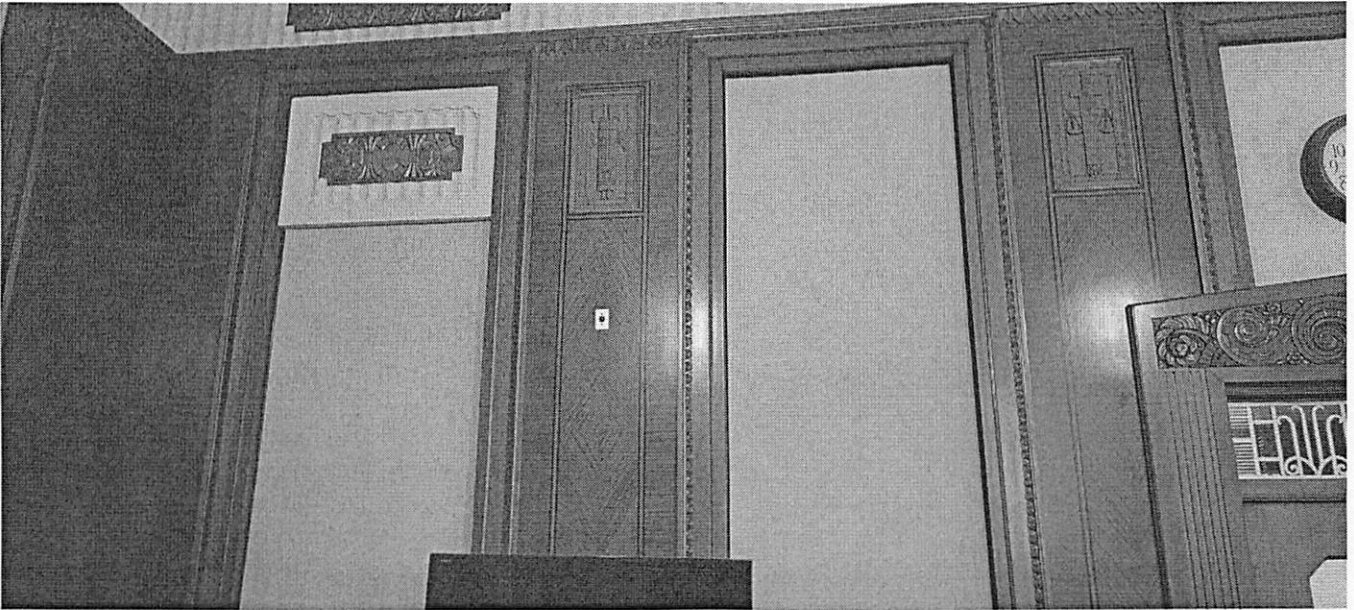
Up-close side view of newly installed television monitor in Jefferson County's 58th District Courtroom. Photo includes view of fabricated wooden mount that wraps around the original woodwork and is affixed to the sides of the original woodwork. The mount is stained in the same colorway as the original woodwork.



Front view of newly installed television monitor in Jefferson County's 58th District Courtroom



Zoomed-in view of wall in Jefferson County's 58th District Courtroom before the television mount was installed. The existing outlet was used for the television so no drilling was required for the power source.



View of wall in Jefferson County's 58th District Courtroom before the television mount was installed. The existing outlet was used for the television so no drilling was required for the power source.



STATE OF TEXAS §
 §
 COUNTY OF JEFFERSON §

**ABATEMENT AGREEMENT FOR PROPERTY LOCATED IN THE
 REINVESTMENT ZONE**

Pursuant to Section 312.401 of the Texas Tax Code, this Tax Abatement Agreement (hereinafter referred to as the “AGREEMENT”) is made and entered into by and between Jefferson County (hereinafter sometimes referred to as “the COUNTY”), and Arkema Inc. (hereinafter sometimes referred to as “Arkema” or “OWNER”).

1. RECITALS

WHEREAS, OWNER possesses interests in taxable real property located within the Arkema 2022 Reinvestment Zone, the designation of which was implemented by the COUNTY by an Order dated November 1, 2022 (hereinafter referred to as the “REINVESTMENT ZONE”); and

WHEREAS, this AGREEMENT is limited to the project to be constructed by OWNER, on various parcels of land located within the Reinvestment Zone, which is described with particularity in Exhibit “A” attached hereto and which will involve construction of a new Chemical Process Unit and related improvements (hereinafter referred to collectively as the “PROJECT”); and

WHEREAS the COUNTY wishes to encourage OWNER to select Jefferson County as the site for the PROJECT; and

WHEREAS, the REINVESTMENT ZONE is an area within Jefferson County, Texas, which has been designated by Order of this Court, the legal description for which is attached hereto as Exhibit “C.” It is understood and agreed that the REINVESTMENT ZONE boundary is subject to revision based on the final construction plan of the Project, and the COUNTY agrees to take the steps necessary to amend the Reinvestment Zone boundary, consistent with such final Project, upon request of Owner.

NOW, THEREFORE, for the mutual consideration set forth below, the Parties hereto agree as follows:

2. AUTHORIZATION

THIS AGREEMENT IS AUTHORIZED BY THE TEXAS PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT, TEX. TAX CODE CHAPTER 312, AS AMENDED, AND BY ORDER OF THE JEFFERSON COUNTY COMMISSIONERS COURT ESTABLISHING AND ADOPTING THE Arkema 2022 REINVESTMENT ZONE.

3. DEFINITIONS

For purposes of this AGREEMENT, the following terms shall have the meanings set forth below:

“Abatement” means the full or partial exemption from ad valorem taxes of the value of certain property located in the REINVESTMENT ZONE designated for economic development purposes.

“Affiliate” of any specified person or entity means any other person or entity which, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with such specified person or entity. For purposes of this definition, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities, by contract or otherwise.

“Base Year Value” means the taxable value of all industrial realty improvements owned by the property owner and/or its Affiliates within Jefferson County on January 1 preceding the execution of the abatement agreement. OWNER will, in consultation with the Jefferson County Appraisal District, provide the COUNTY with a list of the Jefferson County Appraisal District account numbers identifying the industrial realty improvements owned by the property owner and/or its Affiliates and the taxable value thereof on January 1 preceding the execution of the abatement agreement for use in preparing the schedule to be attached as an exhibit to the abatement agreement before execution specifying the Base Year Value for all purposes of the abatement agreement.

“Base year”, for the parties to this agreement, is defined as the calendar year in which this abatement contract is executed (signed) by all parties hereto.

“Ineligible Property” is fully taxable and ineligible for tax abatement and includes land, supplies, inventory, housing, vehicles, improvements for the generation or transmission of electrical energy not wholly consumed by a new facility or expansion; any improvements, including those to produce, store or distribute natural gas, fluids or gasses, which are not integral to the operation of the facility; deferred maintenance, property to be rented or

leased, property which has a productive life of less than ten years, or any other property for which abatement is not allowed by state law.

“Eligible Property” means the realty improvements, the on-site buildings, structures, fixed machinery and equipment, storage tanks, process units (including all integral components necessary for operations), site improvements, and infrastructure and the permanent office space and related fixed improvements, as defined by the Tax Code but does not include personal tangible property.

“New Eligible Property” means Eligible Property, the construction of which commences subsequent to the effective date of this AGREEMENT. During the construction phase of the New Eligible Property, the OWNER may make such change orders to the New Eligible Property as are reasonably necessary to accomplish its intended use. It is expressly understood that, notwithstanding anything to the contrary written herein, energy, electricity, manufacturing supplies (e.g. foreign manufactured catalysts), feedstocks, freight, and direct materials that physically become a part of the end product manufactured by the PROJECT) are not subject to the terms of this AGREEMENT.

“Taxable Value” for each taxing entity executing an abatement agreement is determined by deducting from the Market Value of all industrial realty improvements of a property owner and/or its affiliates the amount of any applicable exemptions and abatements granted for that Tax Year.

“Completion” as used herein, shall mean, the successful commissioning of the PROJECT and the attainment of reliable operations. OWNER shall certify in writing to the COUNTY when such Completion is attained.

“Full-time job”, as used herein, shall mean a permanent full-time position that: requires at least 1,600 hours or work per year, is not a transferred from another area of the state, is not created to replace a previous employee, and is covered by a group health benefit plan, and pays at least 110% of the county average weekly wage for manufacturing jobs in Jefferson County.

“Payment in Lieu of Taxes”. If, during the period of this abatement, any Federal or State law provides an additional tax exemption for the property that is already the subject of this agreement, Applicant agrees to decline that tax exemption during the period of this abatement. If Applicant is unable to decline that tax exemption, Applicant agrees to pay the taxes, or payment in lieu of taxes, on the reduction of property tax revenue to the COUNTY that is the result of said exemption. Any payment in lieu of taxes shall be due on or before November 15 of the year in which payment is due.

4. TERM OF ABATEMENT

This AGREEMENT shall be effective and enforceable upon execution by both parties (which date is herein referred to as the "Effective Date"). The Term of the Abatement

pursuant to this AGREEMENT shall begin on January 1, 2026 and shall terminate on December 31, 2031, unless sooner terminated pursuant to other provisions of this AGREEMENT. Should OWNER not begin the construction of the PROJECT by December 31, 2025, this AGREEMENT shall be null and void.

5. OWNER REPRESENTATIONS/OBLIGATIONS

In order to receive a tax abatement with respect to a tax year listed on EXHIBIT: Tax Abatement Schedule,” OWNER shall comply with the following:

- a. As a result of the PROJECT, and upon its Completion (currently estimated to be not later than the first quarter, 2026, maintain a level of not less than 10 new full-time jobs (consisting of both permanent direct employee jobs and permanent contractor jobs), using headcount as of November 1, 2022 as the starting point, relating to the PROJECT during the remaining term of this AGREEMENT; provided, however that OWNER may reduce employment levels due to improved efficiencies or changing economic conditions during the term of this AGREEMENT as long as such employment levels do not fall below 124 full-time jobs for total on site employment by owner during said term. In the event that such employment falls below 124 full-time jobs for total on site employment, Abatement shall be reduced proportionate to such employment decline beginning with the tax year in which the decline occurs and each tax year thereafter per the example calculation cited below where:

$$\begin{aligned} A1 &= \text{initial Abatement } \$s \\ A2 &= \text{revised Abatement } \$s \\ E1 &= 10 \text{ full-time jobs} \\ E2 &= \text{revised employee count} \\ A2 &= A1 \times (E2/E1) \end{aligned}$$

- b. Report and certify the requisite job levels to the COUNTY, annually during each tax year under this AGREEMENT;
- c. Construct the PROJECT with an estimated investment in excess of \$115 million;
- d. Make available to the COUNTY information concerning the details of contractor bids, every quarter, during the construction phase of the PROJECT under the express understanding that COMPANY is providing the COUNTY such contractor bid information on a strictly confidential basis so as to maintain the integrity of the competitive bid process;
- e. Report and certify to the COUNTY the requisite cost of the PROJECT within 120 days after the completion of the PROJECT (or 120 days after the Effective Date, whichever is later);
- f. Ensure that qualified local labor, vendors, suppliers, and sub-contractors are given a timely opportunity to bid on contracts for the provision of supplies, goods and services (including engineering and construction services, e.g., piping, electrical,

civil, fabrication) in connection with construction of the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period. Such consideration shall be made in good faith without discrimination. For purposes of the foregoing:

- i. "Local labor" is defined as those qualified laborers or craftsmen who are residents and domiciliaries of the nine county regions comprised of Jefferson, Orange, Hardin, Jasper, Newton, Liberty, Tyler and Chambers Counties, as well as the Bolivar Peninsula area of Galveston County. "Local vendors" and "local suppliers" shall include only those located or having a principal office in Jefferson County. "Local subcontractors" shall include only those located or having a principal office in Jefferson County.
 - ii. OWNER agrees to give preference and priority to local manufacturers, suppliers, vendors, contractors and labor, except where not reasonably possible to do so without significant added expense, substantial inconvenience, or sacrifice in operating efficiency. For any such exception in cases involving purchases over \$1 million, a justification for such purchase shall be included in OWNER'S annual letter of compliance. OWNER further acknowledges that it is a contractual obligation, under this agreement, of persons receiving property tax abatements to favor local manufacturers, suppliers, contractors, and labor, all other factors being equal. In the event of a breach of this "buy local" provision, OWNER agrees that the percentage of abatement shall be proportionately reduced in an amount equal to the amount the disqualified contract bears to the total construction cost for the PROJECT.
 - iii. OWNER agrees that it will provide sufficient notice and information regarding of the project to qualified local contractors to enable them to submit bids for materials in the initial procurement processes, including but not limited PROJECT information provided in job fairs to be conducted by OWNER.
- g. Report and certify to the COUNTY, quarterly the total number of dollars spent on local labor, local subcontractors and local vendors/suppliers, as total and percentage compared to total dollars spent in connection with the PROJECT;
- h. OWNER will invoice purchases locally to ensure that sales taxes credited to the benefit of Jefferson County, Texas. As further clarification OWNER will enter into a Separate Contract as defined in 34 Texas Administrative Code 3.291 (a) (13) with an EPC contractor (EPC) for the construction of the new plant facility Project to be located in the Reinvestment Zone of OWNER in Jefferson County Texas.

OWNER will obtain a Texas Direct Payment Permit (DPP) and issue a DPP exemption certificate in lieu of sales tax to EPC. OWNER will remit use taxes on taxable purchases made for use in the PROJECT directly to the state of Texas on its monthly Texas Direct Payment Return for both state and county taxes at the

applicable rates. The State of Texas collects Limited, Sales, Excise and Use Taxes for both the state and local tax jurisdictions. The state is responsible for distributing the local taxes it collected to the applicable local jurisdiction.

- i. Not in any way discriminate against or treat disparately union contractors who choose to participate in the competitive bid process relating to work on the PROJECT, nor discriminate against or treat disparately union members who seek employment on the PROJECT; and
- j. Encourage and promote the utilization of Historically Underutilized Businesses (HUBs) (also known as Disadvantaged Business Enterprises, or DBEs) by the general contractor engaged by OWNER to construct the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period by ensuring qualified HUB/DBE vendors and contractors are given a timely opportunity to bid on contracts for supplies and services. For purposes of the foregoing:
 - i. A HUB/DBE is a business owned or controlled by Socially and Economically Disadvantaged Individuals as defined by all applicable federal or state laws and local policies, including Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian Indian Americans, women, and individuals with disabilities.
 - ii. A HUB/DBE is one that is at least 51 percent owned or controlled by one or more women or Socially and Economically Disadvantaged Individuals or, in the case of a publicly-owned business, one that at least 51 percent of the stock of which is controlled by one or more women or Socially and Economically Disadvantaged Individuals.
 - iii. A business that has been certified as a HUB/DBE by an agency of the federal government or the State of Texas is presumed to be a HUB/DBE for purposes of Agreement.
 - iv. Only a HUB/DBE with its principal office in the State of Texas will be recognized as a HUB/DBE for purposes of this Agreement. A list of HUB/DBE vendors/suppliers is maintained in the COUNTY office and a list of same is attached hereto as Exhibit D. As to the use of qualified local and HUB/DBE vendors, suppliers and sub-contractors, OWNER will, at a minimum:
- k. Consult with chambers of commerce, minority business associations, trade associations and other regional economic development organizations to identify local and HUB/DBE vendors, suppliers and sub-contractors;
- l. Notify qualified local and HUB/DBE vendors, suppliers and sub-contractors, allowing sufficient time for effective preparation of bids for the planned work to be sub-contracted or materials, supplies or equipment to be purchased;

- m. Provide qualified local and HUB/DBE vendors, suppliers and sub-contractors who are interested in bidding on a subcontract or contract for materials, supplies, equipment, or the provision of engineering and construction services and labor adequate information regarding the project as early as is practicable in the bidding process in order to allow the HUB/DBE vendors, suppliers and sub-contractors sufficient time to prepare a bid (*i.e.*, plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the general/prime contractor);
- n. Negotiate in good faith with interested qualified local and HUB/DBE vendors, suppliers or sub-contractors, and award sub-contracts or contracts for materials, supplies equipment, or the provision of engineering and construction services and labor to local or HUB/DBE vendors, suppliers or sub-contractors when they are the lowest qualified responsive bidder who meets all of the applicable bid specifications; and

Include a provision in OWNER'S contract with the general/prime contractor on the PROJECT which requires the general/prime contractor to read and comply with the terms of this AGREEMENT. Provide access to and authorize the inspection of the Eligible Property by the County's personnel to ensure that the improvements or repairs thereto are made according to the specifications and conditions of this AGREEMENT.

- o. Provide access to and authorize the inspection of the Eligible Property by the County's personnel to ensure that the improvements or repairs thereto are made according to the specifications and conditions of this AGREEMENT.
- p. Provide access to and authorize the inspection of the Eligible Property by the County's personnel to ensure that the improvements or repairs thereto are made according to the specifications and conditions of this AGREEMENT.

6. VALUE OF ABATEMENT

For each year under this Agreement, the abatement percentage received by OWNER under this AGREEMENT with respect to the value of New Eligible Property, is set forth on attached Exhibit: "Tax Abatement Schedule"

The Abatement during each year covered by this Agreement shall be the value attributable to the Project multiplied by Abatement Schedule, adjusted by the Base Year Value.

7. QUARTERLY MONITORING MEETINGS

With respect to the quarterly monitoring meetings referenced in Section 5(d) above, the County Judge, County Commissioners, or their designee(s) shall be allowed to attend such quarterly monitoring meetings, on the express condition that they execute a confidentiality agreement prepared by OWNER so as to protect confidential information which may be disclosed to them during or as a result of such monitoring meetings. OWNER agrees to reimburse the COUNTY in an amount not to exceed to \$4,000.00 annually for the costs or expenses actually incurred by the COUNTY in monitoring the status of the bidding process every quarter during the construction phase of the PROJECT. OWNER will provide the COUNTY with quarterly reports which detail procurement of services, equipment and labor utilized in construction.

8. TAXABILITY

During the period that this AGREEMENT is effective, taxes shall be payable as follows:

- a. The value of Ineligible Property shall be fully taxable;
- b. The Taxable Value of existing Eligible Property as determined each shall be fully taxable; and
- c. The value of New Eligible Property shall be abated as set forth in Section 6, hereinabove.

9. ADJUSTMENTS TO ABATEMENT FOR BASE YEAR VALUE DECLINE

The Jefferson County Central Appraisal District will establish the certified values of Eligible Property as of January 1, 2022 (year abatement executed) as set forth on attached Exhibit "B," and such values shall be the values used to calculate the Base Year Value as herein defined. If on January 1st of any tax year listed on the "Tax Abatement Schedule" the Taxable Value is less than the Base Year Value, then the abatement of value otherwise available shall be reduced by one dollar for each dollar that the Taxable Value of realty improvements is less than the Base Year Value, except that no such reduction of OWNER's abatement shall be made should any reduction to Taxable Value of OWNER's Eligible Property result from a Force Majeure event.

In the event OWNER reduces its ad valorem taxes on personal property otherwise payable to the COUNTY by participating in a foreign trade zone, then the amount of abated value otherwise available shall be reduced by one dollar for each dollar of tax value reduction attributable to special treatment from trade zone participation. The parties hereto stipulate and agree that they have received certified appraisal value for this property, as calculated by the Jefferson County Central Appraisal District.

It is specifically understood and agreed by OWNER that, if at any time during the effective dates of this agreement relating to abatement, OWNER files or prosecutes an action in district court to contest the appraised value of any property of OWNER or OWNER's affiliates within Jefferson County for unequal appraisal or revision thereof pursuant to Sec.

42.26, Texas Tax Code, any and all abatements granted by the COUNTY to OWNER or its affiliates shall become null and void and cancelled.

10. POLLUTION CONTROL EXEMPTION

The COUNTY understands that OWNER plans (i) to request from the TCEQ a determination under Section 11.31 of the Texas Tax Code that certain property included in the New Eligible Property is pollution control property, and (ii) to apply for an exemption from ad valorem taxes under Section 11.31 of the Texas Tax Code with respect to all or a portion of such property determined by the TCEQ to be pollution control property. The maximum dollar value for equipment that OWNER intends to claim to the TCEQ as exempt from taxation under Section 11.31 is ten percent (10%) of cost (“Intended Maximum”), though that number could change as current estimated project costs are refined. It is understood that the COUNTY would not have agreed to this abatement percentages if it were known that the actual exempt property claimed by OWNER would exceed the Intended Maximum. In the event OWNER ultimately obtains an amount in excess of the Intended Maximum in any year of Abatement under this AGREEMENT (such amount the “Exempt Property Excess”), the percentage of abatement described in the “Abatement Schedule” shall be reduced pro rata so as to reimburse the COUNTY for the total decrease in County tax revenue during the abatement period beginning on January 1, 2026 which is expected to result from the Exempt Property Excess. It is understood and agreed that OWNER will not seek a tax exemption for any equipment or portion of the facility which merely reduces the pollution characteristics of the finished product produced by the facility and that an exemption will only be sought for equipment and technology utilized to reduce pollution at or around the facility.

11. EVENT OF DEFAULT

If either party should default in performing any obligation under this AGREEMENT, the other party shall provide such defaulting party written notice of default and provide the defaulting party with a minimum period of thirty (30) days to cure such default prior to instituting an action for breach or pursuing any other remedy for default, provided however, that, if the default is of such a nature that it cannot, with the exercise of reasonable diligence, be cured within thirty (30) days, then such party shall not be in default so long as such party has commenced such cure within thirty (30) days after receiving written notice of such default and is diligently prosecuting such cure to completion. Subject to providing such notice of default and the aforesaid opportunity to cure same, the party aggrieved by default shall have the right to terminate this AGREEMENT and to pursue any remedy available at law or in equity, for breach hereof. In addition, if a party (the “Affected Party”) shall become unable to timely perform any of its obligations under this AGREEMENT, other than any obligation to pay money, as a consequence of a Force Majeure Event, the Affected Party shall be relieved of such obligation (and such failure to timely perform such obligation shall not constitute a default) to the extent that and for so long as (but only to the extent that and only for so long as) it is unable to timely perform such obligation as a consequence of such Force Majeure Event. A “Force Majeure Event” means any of the following: (a) acts of God, earthquakes, tidal waves, lightning, floods, and storms; (b) explosions and fires; (c) strikes and lockouts; (d) wars, riots, acts of the public enemy, civil disturbances, hostilities, sabotage, blockades, insurrections, terrorism,

and epidemics; (e) acts of expropriation, confiscation, nationalization, requisitioning, or other taking; and (f) any other event, condition, or circumstance beyond the reasonable control of the party claiming relief as a consequence thereof; provided, however, that "Force Majeure Event" does not include the inability to make payment or financial distress.

12. RECAPTURE OF TAXES

In the event the COUNTY terminates this AGREEMENT pursuant to the provisions of Section 11 as a result of any event of default by OWNER under such Section 11, including, for the avoidance of doubt, if OWNER fails to make the improvements to the Eligible Property as provided by this AGREEMENT, the COUNTY shall be entitled to recapture and be paid all taxes previously abated by virtue of this AGREEMENT within thirty (30) days of the termination, together with all penalties and interest required by the Texas Property Tax Code.

13. TERMINATION

OWNER shall have the right to terminate this agreement at any time upon thirty (30) days' written notice to the COUNTY and COUNTY shall have the right of recapture per Provision number 12 above..

14. ASSIGNMENT

OWNER may assign this AGREEMENT, in whole or in part, to a new owner or lessee of the same PROJECT, or a portion thereof, or to an Affiliate of OWNER upon written approval by resolution of the COMMISSIONERS COURT of such assignment, and approval shall not be unreasonably withheld or delayed. It shall not be unreasonable for the COURT to withhold approval if OWNER or the proposed assignee is liable to the COUNTY for outstanding taxes or other obligations.

15. ENTIRE AGREEMENT

The Parties agree that this AGREEMENT contains all of the terms and conditions of the understanding of the Parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by the AGREEMENT.

16. SUCCESSORS AND ASSIGNS

This AGREEMENT shall be binding on and inure to the benefit of the parties, their respective successors and assigns. OWNER may not assign all or part of its rights and obligations hereunder without the prior written consent of the COUNTY, which shall not be unreasonably withheld or delayed. It shall not be unreasonable to withhold consent to assignment if OWNER or the proposed assignee(s) is/are delinquent in the payment of any ad valorem taxes.

16. NOTICE

Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

OWNER: Arkema Inc.
Katie Rasmussen, Tax Director
900 First Avenue
King of Prussia, PA 19406

With a copy to: Ryan LLC
100 Congress Avenue, Suite 1900
Austin, TX 78701

COUNTY: Hon. Jeff R. Branick, County Judge
Jefferson County Texas
P.O. Box 4025
Beaumont, Texas 77704
(409) 835-8466
(409) 839-2311 (facsimile)

With a copy to: Ms. Kathleen Kennedy, Chief Civil Attorney
Criminal District Attorney
1149 Pearl Street, 3rd Floor
Beaumont, Texas 77701
(409) 835-8550
(409) 835-8573 (facsimile)

Mr. Fred L. Jackson,
First Assistant: Staff Attorney
Jefferson County Courthouse
P. O. Box 4025,
Beaumont, Texas 77704
(409) 835-8466
(409) 839-2311 (facsimile)

17. MERGER

The Parties agree that this AGREEMENT contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations,

discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this AGREEMENT.

18. INTERPRETATION

The Parties acknowledge that both have been represented by counsel of their choosing in the negotiation and preparation of the AGREEMENT. Regardless of which party prepared the initial draft of this AGREEMENT, this AGREEMENT shall, in the event of any dispute over its meaning or application, be interpreted without reference to the principle of construction favoring the party who did not draft the AGREEMENT under construction.

19. APPLICABLE LAW AND VENUE


This AGREEMENT is made, and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Jefferson County, Texas.

20. SEVERABILITY

In the event any provision of this AGREEMENT is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the Parties hereto that the remainder of this AGREEMENT shall not be affected thereby, and it is also the intention of the Parties to this AGREEMENT that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision be added to this AGREEMENT which is legal, valid, and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.


Executed in duplicate this the 15 day of NOVEMBER, 2022.

FOR THE COUNTY:



Hon. Jeff R. Branick, County Judge
Jefferson County, Texas
EVERETTE D. ALFRED



ATTEST 
DATE NOVEMBER 15, 2022

FOR OWNER:

EXHIBIT A “Description of Project”

Arkema Inc. proposes to build a new process unit in Jefferson County, Texas, on open space within its existing Beaumont, Texas site to produce intermediates used in refining and petrochemicals. To accommodate the potential new project, the new processing unit would be designed to fit within the existing site on available land.

The proposed improvements will include all process facilities, infrastructure, auxiliary equipment including, but not limited to the following significant components, most of which are typical operations of chemical manufacturing:

- Analyzers, Instrumentation & Controls
- Blower
- Chemical reactors
- Chiller
- Cooling Tower
- Compressors
- Distillation towers
- Steam generator
- Electrical motor control center
- Heat Exchangers and condensers
- Metering systems for raw materials
- Piping & Connections to existing piping
- Pumps
- Storage Tanks, drums and other vessels
- Product loading facility

“Tax Abatement Schedule”

Tax Year	Abatement Percentage
1 2026	100%
2 2027	100%
3 2028	90%
4 2029	90%
5 2030	70%
6 2031	70%

EXHIBIT B “Base Year Property”

This base year taxable value as certified will be attached, by consent of the parties, when same is calculated and adopted by the Jefferson County Appraisal District.

2022

Certified Appraisal Roll

As of Supplement: 7

Title: Arkema 2022 Base Year Value

Report Specifications:

Sort Order: Alpha
Property Types:
Property Group Codes:
Entities: 901

Alpha Range: Like:
From: To:

Geo Range: Like:
From: To:

Acreage Range: Like:
From: To:

Custom Query:

```
SELECT PV.PROP_ID FROM PROPERTY_VAL PV
WITH (NOLOCK) WHERE PV.PROP_ID IN (
145739, 145740, 145748, 145749, 145750,
145751, 145752, 145753, 145756, 145759,
145760)
```

As of Supplement # 7
901 - JEFFERSON COUNTY

Alpha Order

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Prop ID	Owner	%	Legal Description	Values			
145739	480780	100.00	R Geo: 513225-000-000010-00000 MERCAPTAN PLANTS BI & BII IMPV 2810 GULF STATES ROAD 513225-000-000010-00000 AGENT: RCJ 000546 R Use: F2	Effective Acres: 0.000000	Imp HS: 0	Market: 45,875,050	
	ARKEMA INC				Imp NHS: 45,875,050	Prod Loss: 0	
	PROPERTY TAX DEPT				Land HS: 0	Appraised: 45,875,050	
	900 1ST AVE			Acres: 0.0000	Land NHS: 0	Cap: 0	
	KING OF PRUSSIA, PA 19406-1		State Codes: F2	Map ID: 0	Prod Use: 0	Assessed: 45,875,050	
	Agent: RYAN - AUSTIN		Situs: TX	Mtg Cd:	Prod Mkt:	0 Exemptions:	
				DBA:			

Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable
901	JEFFERSON COUNTY				45,875,050	0	45,875,050

145740	480780	100.00	R Geo: 513225-000-000012-00000 ACROLEIN PLANT IMPV ABATEMENT 1079-001 2810 GULF STATES ROAD 513225-000-000012-00000 AGENT: RCJ 000546 R Use: F2	Effective Acres: 0.000000	Imp HS: 0	Market: 48,834,550	
	ARKEMA INC				Imp NHS: 48,834,550	Prod Loss: 0	
	PROPERTY TAX DEPT				Land HS: 0	Appraised: 48,834,550	
	900 1ST AVE			Acres: 0.0000	Land NHS: 0	Cap: 0	
	KING OF PRUSSIA, PA 19406-1		State Codes: F2	Map ID: 0	Prod Use: 0	Assessed: 48,834,550	
	Agent: RYAN - AUSTIN		Situs: TX	Mtg Cd:	Prod Mkt:	0 Exemptions:	
				DBA:			

Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable
901	JEFFERSON COUNTY				48,834,550	0	48,834,550

145748	480780	100.00	R Geo: 513225-000-000040-00000 MISC EQUIP TNRCC 94-0760 @ 100% EXEMPT 2810 GULF STATES ROAD 513225-000-000040-00000 AGENT: RCJ 000546 R Use: F2	Effective Acres: 0.000000	Imp HS: 0	Market: 111,952	
	ARKEMA INC				Imp NHS: 111,952	Prod Loss: 0	
	PROPERTY TAX DEPT				Land HS: 0	Appraised: 111,952	
	900 1ST AVE			Acres: 0.0000	Land NHS: 0	Cap: 0	
	KING OF PRUSSIA, PA 19406-1		State Codes: F2	Map ID: 0	Prod Use: 0	Assessed: 111,952	
	Agent: RYAN - AUSTIN		Situs: TX	Mtg Cd:	Prod Mkt:	0 Exemptions: PC	
				DBA:			

Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable
901	JEFFERSON COUNTY				111,952	111,952	0

145749	480780	100.00	R Geo: 513225-000-000045-00000 MISC EQUIP TNRCC 94-0771 @ 100% EXEMPT 2810 GULF STATES ROAD 513225-000-000045-00000 AGENT: RCJ 000546 R Use: F2	Effective Acres: 0.000000	Imp HS: 0	Market: 42,396	
	ARKEMA INC				Imp NHS: 42,396	Prod Loss: 0	
	PROPERTY TAX DEPT				Land HS: 0	Appraised: 42,396	
	900 1ST AVE			Acres: 0.0000	Land NHS: 0	Cap: 0	
	KING OF PRUSSIA, PA 19406-1		State Codes: F2	Map ID: 0	Prod Use: 0	Assessed: 42,396	
	Agent: RYAN - AUSTIN		Situs: TX	Mtg Cd:	Prod Mkt:	0 Exemptions: PC	
				DBA:			

Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable
901	JEFFERSON COUNTY				42,396	42,396	0

145750	480780	100.00	R Geo: 513225-000-000050-00000 MISC PROJECTS TNRCC 95-1446 @ 100% EXEMPT 2810 GULF STATES ROAD 513225-000-000050-00000 AGENT: RCJ 000546 R Use: F2	Effective Acres: 0.000000	Imp HS: 0	Market: 1,110,616	
	ARKEMA INC				Imp NHS: 1,110,616	Prod Loss: 0	
	PROPERTY TAX DEPT				Land HS: 0	Appraised: 1,110,616	
	900 1ST AVE			Acres: 0.0000	Land NHS: 0	Cap: 0	
	KING OF PRUSSIA, PA 19406-1		State Codes: F2	Map ID: 0	Prod Use: 0	Assessed: 1,110,616	
	Agent: RYAN - AUSTIN		Situs: TX	Mtg Cd:	Prod Mkt:	0 Exemptions: PC	
				DBA:			

Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable
901	JEFFERSON COUNTY				1,110,616	1,110,616	0

145751	480780	100.00	R Geo: 513225-000-000060-00000 MISC PROJECTS TNRCC 95-1447 @ 100% EXEMPT 2810 GULF STATES ROAD 513225-000-000060-00000 AGENT: RCJ 000546 R Use: F2	Effective Acres: 0.000000	Imp HS: 0	Market: 2,697,778	
	ARKEMA INC				Imp NHS: 2,697,778	Prod Loss: 0	
	PROPERTY TAX DEPT				Land HS: 0	Appraised: 2,697,778	
	900 1ST AVE			Acres: 0.0000	Land NHS: 0	Cap: 0	
	KING OF PRUSSIA, PA 19406-1		State Codes: F2	Map ID: 0	Prod Use: 0	Assessed: 2,697,778	
	Agent: RYAN - AUSTIN		Situs: TX	Mtg Cd:	Prod Mkt:	0 Exemptions: PC	
				DBA:			

Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable
901	JEFFERSON COUNTY				2,697,778	2,697,778	0

145752	480780	100.00	R Geo: 513225-000-000070-00000 FKO DRUM TNRCC 95-1570 @ 100% EXEMPT 2810 GULF STATES ROAD 513225-000-000070-00000 AGENT: RCJ 000546 R Use: F2	Effective Acres: 0.000000	Imp HS: 0	Market: 126,838	
	ARKEMA INC				Imp NHS: 126,838	Prod Loss: 0	
	PROPERTY TAX DEPT				Land HS: 0	Appraised: 126,838	
	900 1ST AVE			Acres: 0.0000	Land NHS: 0	Cap: 0	
	KING OF PRUSSIA, PA 19406-1		State Codes: F2	Map ID: 0	Prod Use: 0	Assessed: 126,838	
	Agent: RYAN - AUSTIN		Situs: TX	Mtg Cd:	Prod Mkt:	0 Exemptions: PC	
				DBA:			

Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable
901	JEFFERSON COUNTY				126,838	126,838	0

2022 CERTIFIED APPRAISAL ROLL

**As of Supplement # 7
901 - JEFFERSON COUNTY**

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Prop ID	Owner	%	Legal Description	Values			
145753	480780	100.00	R Geo: 513225-000-000080-00000 LOADING SYSTEM & FLAIR TNRCC 96-2368 @ 79% EXEMPT 2810 GULF STATES ROAD 513225-000-000080-00000	Effective Acres: 0.000000	Imp HS: 0	Market: 169,580	
ARKEMA INC				Acres: 0.0000	Land NHS: 0	Appraised: 169,580	Prod Loss: 0
PROPERTY TAX DEPT				Map ID: 0	Prod Use: 0	Assessed: 169,580	Exemptions: PC
900 1ST AVE				Mtg Cd: DBA:			
KING OF PRUSSIA, PA 19406-1			State Codes: F2				
Agent: RYAN - AUSTIN			Situs: TX				

Entity	Description	Xref Id	Freeze: (Year) Ceiling	Assessed	Exemptions	Taxable
901	JEFFERSON COUNTY			169,580	133,968	35,612

145756	480780	100.00	R Geo: 513225-000-000090-00000 WWTP TNRCC 96-2369 @ 97% EXEMPT 2810 GULF STATES ROAD 513225-000-000090-00000	Effective Acres: 0.000000	Imp HS: 0	Market: 188,057	
ARKEMA INC				Acres: 0.0000	Land NHS: 0	Appraised: 188,057	Prod Loss: 0
PROPERTY TAX DEPT				Map ID: 0	Prod Use: 0	Assessed: 188,057	Exemptions: PC
900 1ST AVE				Mtg Cd: DBA:			
KING OF PRUSSIA, PA 19406-1			State Codes: F2				
Agent: RYAN - AUSTIN			Situs: TX				

Entity	Description	Xref Id	Freeze: (Year) Ceiling	Assessed	Exemptions	Taxable
901	JEFFERSON COUNTY			188,057	182,415	5,642

145759	480780	100.00	R Geo: 513225-000-000095-00000 MISC PROJECTS TNRCC 97-3331 @ 100% EXEMPT 2810 GULF STATES ROAD 513225-000-000095-00000	Effective Acres: 0.000000	Imp HS: 0	Market: 140,441	
ARKEMA INC				Acres: 0.0000	Land NHS: 0	Appraised: 140,441	Prod Loss: 0
PROPERTY TAX DEPT				Map ID: 0	Prod Use: 0	Assessed: 140,441	Exemptions: PC
900 1ST AVE				Mtg Cd: DBA:			
KING OF PRUSSIA, PA 19406-1			State Codes: F2				
Agent: RYAN - AUSTIN			Situs: TX				

Entity	Description	Xref Id	Freeze: (Year) Ceiling	Assessed	Exemptions	Taxable
901	JEFFERSON COUNTY			140,441	140,441	0

145760	480780	100.00	R Geo: 513225-000-000100-00000 THERMAL OXIDIZER & WW EQUALIZATION TCEQ 03-7300 @ 100% EXEMPT 2810 GULF STATES ROAD 513225-000-000100-00000	Effective Acres: 0.000000	Imp HS: 0	Market: 6,263,646	
ARKEMA INC				Acres: 0.0000	Land NHS: 0	Appraised: 6,263,646	Prod Loss: 0
PROPERTY TAX DEPT				Map ID: 0	Prod Use: 0	Assessed: 6,263,646	Exemptions: PC
900 1ST AVE				Mtg Cd: DBA:			
KING OF PRUSSIA, PA 19406-1			State Codes: F2				
Agent: RYAN - AUSTIN			Situs: TX				

Entity	Description	Xref Id	Freeze: (Year) Ceiling	Assessed	Exemptions	Taxable
901	JEFFERSON COUNTY			6,263,646	6,263,646	0

CERTIFIED APPRAISAL ROLL

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SUBTOTAL FOR 2022

	Totals		
	Current	Previous	Gain/Loss
Assessed	105,560,904	0	105,560,904
Exemptions	10,810,050	0	10,810,050
Taxable	94,750,854	0	94,750,854
Tax Amount	0.00	0.00	0.00

CERTIFIED APPRAISAL ROLL

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GRAND TOTALS

	Totals		
	Current	Previous	Gain/Loss
Assessed	105,560,904	0	105,560,904
Exemptions	10,810,050	0	10,810,050
Taxable	94,750,854	0	94,750,854
Tax Amount	0.00	0.00	0.00