

Notice of Meeting and Agenda
March 21, 2023

Special, 3/21/2023 10:30:00 AM

BE IT REMEMBERED that on March 21, 2023, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Vernon Pierce, Commissioner Pct. No. 1

Commissioner Cary Erickson, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff (ABSENT)

Chief Deputy, Donta Miller

Honorable Roxanne Acosta-Hellberg, 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
Cary Erickson, 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
March 21, 2023**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **21st** day of **March 2023** 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:

9:30 am Workshop - To receive and consider information to be presented by Claudio Oliveira and others regarding the need for repairs to the turf at the Ford Complex ball fields.

10:00 am Workshop - To discuss Post Budget Amendments for body cameras for Constable Pollard's Office from the Contingency Fund

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 347-973-4395, conference id 113569383# The court will also have a time for public comments at the end of the meeting. If you would like to

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speak at that time, please be on the phone call. The Court will allow public comments related to items on the agenda that day at the end of the meeting as time allows. 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 Request for Statements of Qualifications (RFQ 23-021/JW) Professional Engineering Services: Phase VII Sewer Improvements - Texas Department of Agriculture/Community Development Block Grant (TDA-CDBG) for sewer improvement projects that are pending grant application approval/potential grant funding from the TDA Community Development Fund; pursuant to Chapter 262, Texas Local Government Code, The County Purchasing Act and 2CFR Sections 200.318-326.

SEE ATTACHMENTS ON PAGES 12 - 80

Motion by: Pierce

Second by: Alfred

In Favor: Branick, Pierce, Erickson, Sinegal, Alfred

Action: APPROVED

- (b). Consider, establish, and approve Selection Review Committee (to include one (1) elected official) to evaluate qualifications received for Request for Statements of Qualifications (RFQ 23-021/JW) Professional Engineering Services: Phase VII Sewer Improvements (TDA-CDBG) for sewer improvement projects that are pending grant application approval/potential grant funding from the TDA Community Development Fund; pursuant to Chapter 262, Texas Local Government Code, The County Purchasing Act and 2CFR Sections 200.318-326.

NO ATTACHMENTS

Motion by: Pierce

Second by: Alfred

In Favor: Branick, Pierce, Erickson, Sinegal, Alfred

Action: APPROVED

- (c). Execute, receive and file a Lease Extension for (RFP 13-004/KJS), Lease of Property on Viterbo Road (The Former National Guard Armory) for five (5) additional years with Triple R. Brothers, LTD from April 27, 2023 to April 26, 2028.

SEE ATTACHMENTS ON PAGES 81 - 81

Motion by: Pierce

Second by: Alfred

In Favor: Branick, Pierce, Erickson, Sinegal, Alfred

Action: APPROVED

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- (d).Discuss and possibly approve the Purchasing Agent to enter into contract negotiations for Request for Proposal (RFP 22-039/MR) Inmate Health Care for Jefferson County Correctional Facility.

NO ATTACHMENTS

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

COUNTY AUDITOR:

- (a).Consider and approve budget transfer– Criminal District Court – replacement of computer.

SEE ATTACHMENTS ON PAGES 82 - 88

120-2032-412-6002	COMPUTER EQUIPMENT	\$1,044.00	
120-2032-412-3084	MINOR EQUIPMENT		\$1,044.00

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

- (b).Consider and approve budget transfer– Juvenile Detention – additional cost for building maintenance items.

SEE ATTACHMENTS ON PAGES 89 - 89

120-3064-424-4009	BUILDINGS AND GROUNDS	\$30,000.00	
120-3064-424-1002	ASSISTANTS & CLERKS		\$30,000.00

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

- (c).Consider and approve using American Rescue Plan Lost Revenue funding to purchase a Chipspreader for Road & Bridge Pct. 4. Cost is estimated at \$378,000.

SEE ATTACHMENTS ON PAGES 90 - 91

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

- (d). Consider and approve electronic disbursement for \$1,081,362.63 to LaSalle for revenue received from entities for inmate housing.

NO ATTACHMENTS

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

- (e). Discuss possible extension of time to use vacation carryover for employees that have been involved with the Tyler Technology implementation.

NO ATTACHMENTS

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

- (f). Regular County Bills – check #504444 through check #504659.

SEE ATTACHMENTS ON PAGES 92 - 99

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

ADDENDUMS:

- (g). Consider and approve public defender contract agreement for the Criminal District Court with David Grove effective March 21, 2023.

SEE ATTACHMENTS ON PAGES 100 - 104

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

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COUNTY CLERK:

ADDENDUMS:

- (a). Consider and approve, receive, and file, amended Billing/Lease rates for political subdivisions for election equipment, programming cost, ballot printing, and supplies. Proposal updates the rates for the new electronic voting equipment.

SEE ATTACHMENTS ON PAGES 105 - 105

Motion by: Erickson

Second by: Pierce

In Favor: Branick, Pierce, Erickson, Sinegal, Alfred

Action: APPROVED

- (b). Consider, approve, and execute Election Services Contracts, and the First Amendment to Election Services Contract with the Beaumont Independent School District (BISD) and the City of Beaumont for the May 6, 2023 election.

SEE ATTACHMENTS ON PAGES 106 - 132

Motion by: Erickson

Second by: Pierce

In Favor: Branick, Pierce, Erickson, Sinegal, Alfred

Action: APPROVED

COUNTY COMMISSIONERS:

- (a). Consider, possibly approve, authorize the County Judge to execute, receive and file Antiquities Permit Application Form Archeology for OSBL Pipelines Project. (This is part of the Linde Project.)

SEE ATTACHMENTS ON PAGES 133 - 141

Motion by: Alfred

Second by: Pierce

In Favor: Branick, Pierce, Erickson, Sinegal, Alfred

Action: APPROVED

- (b). Consider and possibly approve a proclamation for Sexual Awareness Month.

SEE ATTACHMENTS ON PAGES 142 - 142

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

- (c). Consider and possibly approve a Proclamation for the American Red Cross.

SEE ATTACHMENTS ON PAGES 143 - 143

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

COUNTY TREASURER:

- (a). Receive and File Investment Schedule for February, 2023, including the year to date total earnings on County funds.

SEE ATTACHMENTS ON PAGES 144 - 146

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

ENGINEERING DEPARTMENT:

- (a). Execute, receive and file Overweight Vehicle Permit 01-OW-23 and Road Use Agreement to Air Products and Chemicals, Inc., for the purpose of pipeline construction and hauling of materials along Jefferson County roads. This project is located in Precinct 4.

SEE ATTACHMENTS ON PAGES 147 - 158

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

- (b). Consider and possibly approve Lot 24-C, A Minor Plat of Lot 23, Lot 24-A and Lot 24-B of Dunn Subdivision, Recorded in C.C.F. # 2022023037, in the O.P.R.J.C. and being a 7.737 Acres Tract in the Ramsey H. Parker Survey, Section no. 158, Abstract No. 651, Jefferson County Texas. Property is located off of Englin Road in Precinct #3. This plat is not within any ETJ and has met all of Jefferson County's platting requirements.

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SEE ATTACHMENTS ON PAGES 159 - 159

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

- (c). Consider and possibly approve Lot 27-A, A Minor Plat of Lot 26 and Lot 27 of Dunn Subdivision, Recorded in C.C.F. # 2022023037, in the O.P.R.J.C. and being a 9.225 Acres Tract in the Ramsey H. Parker Survey, Section no. 158, Abstract No. 651, Jefferson County Texas. Property is located off of Englin Road in Precinct #3. This plat is not within any ETJ and has met all of Jefferson County's platting requirements.

SEE ATTACHMENTS ON PAGES 160 - 160

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

VISITORS CENTER:

- (a). Consider and possibly approve Jefferson County Tourism Committee Hotel Occupancy Tax allocation recommendations for the Spring 2023 grants.

SEE ATTACHMENTS ON PAGES 161 - 163

Motion by: Alfred
Second by: Pierce
In Favor: Branick, Pierce, Erickson, 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.

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Jeff R. Branick
County Judge

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Special, March 23, 2023

There being no further business to come before the Court at this time, same is now here adjourned on this date, March 23, 2023.



March 21, 2023

**Request for Statements of Qualifications
(RFQ 23-021/JW) Professional Engineering Services: Phase VII Sewer Improvements -
Texas Department of Agriculture/Community Development Block Grant (TDA-CDBG)**

The County of Jefferson, Texas plans to apply for the upcoming *2023-2024 Texas Community Development Fund* from the Texas Community Development Block Grant (TxCDBG) Program of the Texas Department of Agriculture (TDA). Accordingly, the County is seeking to contract with a qualified Engineering/Architectural Firm (individual/firm) to prepare all preliminary and final design plans and specifications, and to conduct all necessary interim and final inspections. These services are being solicited to assist the County in its application preparation and project implementation of a TxCDBG contract, if awarded to support eligible Sewer Improvements (Phase VII) in the County of Jefferson, Texas.

All interested firms should obtain a "Request for Qualifications" specifications packet from the Jefferson County Purchasing webpage at: <https://www.co.jefferson.tx.us/Purchasing/>

All submittals shall be evaluated by an Evaluation Committee. This committee will evaluate submissions to this request and select the firm that is most qualified, responsive, and experienced.

Responses are to be sealed and addressed to the Purchasing Agent with the request for qualifications number and name marked on the outside of the envelope or box. **All responses shall be submitted with an original and (5) five copies, to the Jefferson County Purchasing Department, 1149 Pearl Street, 1st Floor, Beaumont, Texas 77701, no later than 11:00 am CT, April 12, 2023.** Jefferson County does not accept responses submitted electronically. Responses will be publicly opened and the names of responding firms will be 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. Statements of Qualifications received after that time will be considered late and will be returned unopened. Inquiries shall be directed to Jamey West, Contract Specialist at 409-835-8593 or Jamey.West@jeffcotx.us

**REQUEST NAME: Professional Engineering Services: Phase VII Sewer Improvements -
Texas Department of Agriculture/Community Development Block Grant (TDA-CDBG)**

REQUEST NUMBER : RFQ 23-021/JW

DUE DATE/TIME: 11:00 am CT, Wednesday, April 12, 2023

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

Jefferson County encourages Disadvantaged Business Enterprises (DBEs), Minority/Women Business Enterprises (M/WBEs), Historically Underutilized Businesses (HUBs), Section 3 Residents and Business Concerns, and Small Business Enterprises to participate in the bidding process. The County is an Affirmative Action/Equal Opportunity Employer; and 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) to make appropriate arrangements.

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

Respondents 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.

Sincerely,

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:
Beaumont Enterprise & Port Arthur News:
March 22, 2023 and March 29, 2023
The Examiner:
March 23, 2023

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**SECTION 1: INTRODUCTION: REQUEST FOR STATEMENTS OF QUALIFICATION
(RFQ 23-021/JW) PROFESSIONAL ENGINEERING SERVICES: PHASE VII SEWER IMPROVEMENTS
TEXAS DEPARTMENT OF AGRICULTURE/COMMUNITY DEVELOPMENT BLOCK GRANT (TDA-CDBG)**

1.1 PURPOSE.

Jefferson County is requesting statements of qualifications and experience from all interested **Professional Engineering Firms** licensed in the State of Texas desiring to provide **Professional Engineering Services for Sewer Improvements (Phase VII)**. Funding for these projects is pending application/award of Community Development Block Grant funding to the County from the Texas Department of Agriculture.

1.2 PROCEDURE.

Firms are encouraged to submit statements of qualifications and experience. The Purchasing Agent will appoint a Selection Review Committee to evaluate qualified responses. Responses will be ranked on the basis of demonstrated experience, competence, and qualifications. Fees, price, work hours, or any other cost information will not be considered in the development of the short list.

Jefferson County will then enter into negotiations with the highest qualified firm. The negotiations will first establish the scope, terms and conditions, and time limits for the proposed contract. Once agreement is reached between Jefferson County and the selected firm, the County will request a fee proposal from the firm. If agreement is reached, the County will retain the firm and enter into a written contract with it. If an agreement cannot be negotiated with the selected firm, the County will then enter into negotiations with the next most qualified firm. This procedure will continue until agreement is reached and a contract is produced. If the County cannot negotiate an agreement, the procedure will be terminated.

1.3 SELECTION REVIEW COMMITTEE.

The County will establish a Selection Review Committee to determine the criteria to select and rate competing Respondents.

Because of the diversity of the departments and activities of the County, the Commissioners' Court will appoint the Selection Review Committee for this Request for Qualifications, **to include one (1) elected official**. The Purchasing Agent may appoint a Chairperson and no less than two (2) other members for the committee. Typically, the committee will consist of at least one professional in the task required, a person knowledgeable about procurement practices, and either a representative of the department requesting the project, or the department executing the project. However, this structure is not binding and subject to change at the discretion of the Purchasing Agent. Other members may be appointed to the Evaluation Committee as necessary and appropriate, but the total number of persons committee shall not exceed five (5) persons. Committee appointments shall be in writing and shall briefly describe the scope of the project and, if necessary, the primary disciplines required to accomplish the project in order to assist the committee in developing a list of firms that might best accomplish the work required. Committee membership and project requirements will vary from project to project. Therefore, a firm rated number one for one project could be considered not qualified or ranked lower on another project.

Committee members may not have any real or potential conflicts of interest with any of the individuals, firms, or agencies under review (e.g., family relationships, close friendships, business dealings), and no person who might potentially receive benefits from CDBG-assisted activities may participate in the selection, award, or administration of a contract supported by CDBG funding if he or she has a real or apparent conflict of interest.

Committee appointments shall be in writing and shall briefly describe the scope of the project and, if necessary, the primary disciplines required to accomplish the project in order to assist the committee in developing a list of firms that might best accomplish the work required. Committee membership and project requirements will vary from project to project. Therefore, a firm rated number one for one project could be considered not qualified or ranked lower on another project.

1.4 EVALUATION PROCESS.

While Jefferson County appreciates a brief, straight-forward, and concise reply; Respondent must fully understand that the evaluation is based on the information provided. Accuracy and completeness are essential. Omissions, ambiguous, and equivocal statements may be construed against the respondent. The RFQ response may be incorporated into any contract which results from this RFQ, and vendor(s) are cautioned not to make claims or statements it is not prepared to commit to contractually. Failure of the vendor to meet such claims will result in a requirement that the vendor provide resources necessary to meet submitted claims.

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 RFQ 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 RFQ, 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 RFQ 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.

1.5 ENGINEERING FIRM'S SERVICES.

A. A description of services that may be utilized under this RFQ includes:

1. **The Engineering/Architectural Contract for Phase VII Sewer Improvements (TxCDBG) will encompass all project related engineering/architectural services to Jefferson County.**

1.6 LAWS AND REGULATIONS.

A. The Engineering/Architectural Firm(s) must comply with all laws, ordinances, and rules and regulations which govern the work specified in this contract.

1.7 INSURANCE.

The contractor (including any and all subcontractors as defined in **Section 8.1.3** 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 1.8 Below)

1.8 WORKER'S COMPENSATION INSURANCE.

1.8.1 Definitions:

1.8.1.1 **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.

1.8.1.2 **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.

1.8.1.3 **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.

1.8.2 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.

1.8.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer **to Section 1.7** above.

1.8.4 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.

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

1.8.5.1 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

- 1.8.5.2 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.
- 1.8.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 1.8.7 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.
- 1.8.8 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.
- 1.8.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 1.8.9.1 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.
 - 1.8.9.2 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.
 - 1.8.9.3 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.
 - 1.8.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 1.8.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 1.8.9.4.2 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.
 - 1.8.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - 1.8.9.6 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
 - 1.8.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs **1.8.1. – 1.8.7.**, with the certificates of coverage to be provided to the person for whom they are providing services.
- 1.8.10 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.

- 1.8.11 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.

1.9 TERMS AND CONDITIONS.

1. Jefferson County reserves the right to request clarification of information submitted and to request additional information of one or more respondents.
2. Any agreement or contract resulting from this RFQ shall be on forms approved by Jefferson County and shall contain, at minimum, applicable provisions of this document. Jefferson County reserves the right to reject any agreement that does not conform to this document and any County requirements and contracts.
3. The Engineering/Architectural Firm shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.
4. No reports, information, or data given to or prepared by the Engineering/Architectural Firm under contract shall be made available to any individual or organization by the Engineering/Architectural Firm without the prior written approval of the County.

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

Note: For RFQ response submission 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 Respondent(s) prior to the issuance of a Purchase Order.

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 asset 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 I (b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall 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 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) (l) 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)(l).
- 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)(l).
- 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 licensee; 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.)

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:

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

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>.

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:

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.

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.

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

Respondent:

Please complete this form and include with RFQ response 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

Respondent:

Please complete this form and include with RFQ response submission.

CIVIL RIGHTS COMPLIANCE PROVISIONS

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:

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.

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.

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.

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.

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.

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.

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.

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.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM

Respondent:

Please complete this form and include with RFQ response submission.

SECTION 3: RFQ SUBMISSION INSTRUCTIONS AND SPECIAL REQUIREMENTS

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

3.1 SUBMISSION OF QUALIFICATIONS.

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

Responses 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

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

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

Respondent is responsible for submitting: ONE (1) Original and FIVE (5) Response Copies; with all copies to include a completed copy of this specifications packet, in its entirety.

Respondent shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or RFQ 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.

3.2 DEADLINE FOR RESPONSE SUBMISSIONS/DELIVERY.

All submissions must be received by 11:00 am CT, Wednesday, April 12, 2023.

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

Late responses will not be accepted and will be returned unopened to the Respondent.

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

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

All 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.

Please direct questions to **Jamey West, Contract Specialist** at 409-835-8593 or e-mail at: Jamey.West@jeffcotx.us

3.3 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 will be implementing precautionary measures as currently recommended by the CDC within its facilities.

Respondents are strongly urged to plan accordingly.

3.4 COUNTY HOLIDAYS (2023):

January 16	(Monday)	Martin Luther King, Jr. Day
February 20	(Monday)	President's Day
April 7	(Friday)	Good Friday
May 29	(Monday)	Memorial Day
July 4	(Tuesday)	Independence Day
September 4	(Monday)	Labor Day
November 10	(Friday)	Veteran's Day
November 23 & 24	(Thursday & Friday)	Thanksgiving
December 25 & 26	(Monday & Tuesday)	Christmas
January 1, 2024	(Monday)	New Year's

3.5 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 RFQ 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 RFQ and urgent County requirements preclude amendment to the RFQ, 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.

Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of Proposers will be read aloud.

3.6 QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to **Jamey West, Contract Specialist** at: Jamey.West@jeffcotx.us

The Deadline for asking questions or requesting additional information (in writing) is **5:00 pm, CT, Tuesday, April 4, 2023.**

3.7 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT).

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

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/RFQ 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.

3.8 FORM 1295 SUBMISSION REQUIREMENT (TEXAS ETHICS COMMISSION).

ALL NON-EXEMPT RESPONDENTS ARE REQUIRED TO SUBMIT COMPLETED FORM 1295 WITH RFQ RESPONSE SUBMISSION.

INSTRUCTIONS:

(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 RFQ 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

SAMPLE: A sample of a completed FORM 1295 is included on PAGE 29.

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.”

FORM 1295 EXEMPTIONS:

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

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

A completed Form 1295 is not required for:

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

SAMPLE FORM 1295

CERTIFICATE OF INTERESTED PARTIES		SAMPLE 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>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>Must file online at www.ethics.state.tx.us/File</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>																													
<p>4</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width: 35%;">Name of Interested Party</th> <th rowspan="2" style="width: 30%;">City, State, Country (place of business)</th> <th colspan="2" style="width: 35%;">Nature of Interest (check applicable)</th> </tr> <tr> <th style="width: 15%;">Controlling</th> <th style="width: 20%;">Intermediary</th> </tr> </thead> <tbody> <tr> <td colspan="4" style="padding: 5px;"> <p>**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> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)		Controlling	Intermediary	<p>**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>																				<p>5 Check only if there is NO interested Party. <input type="checkbox"/> **ONLY CHECK IF NO CONTROLLING OR INTERMEDIARY PARTY**</p>	
Name of Interested Party	City, State, Country (place of business)			Nature of Interest (check applicable)																									
		Controlling	Intermediary																										
<p>**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>																													
<p>6 UNSWORN DECLARATION Vendor is to complete #6 - Unsworn Declaration</p> <p>My name is <u>Chester Copperpot</u>, and my date of birth is <u>June 7, 1985</u></p> <p>My address: <u>368 38th St.</u>, <u>Beaumont</u>, <u>TX</u>, <u>77701</u>, <u>US</u> (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 <u>Jefferson</u> County, State of <u>Texas</u>, on the <u>14</u> day of <u>March</u>, 20<u>23</u> (month) (year)</p> <p style="text-align: center;"><i>Chester Copperpot</i> _____ Signature of authorized agent of contracting business entity (Declarant)</p>																													
<p>ADD ADDITIONAL PAGES AS NECESSARY</p>																													

RESPONDENT: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

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

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

3.9 MINIMUM REQUIREMENTS: FIRM INFORMATION TO BE INCLUDED IN RESPONSE.

Firms desiring to be considered for Engineering/Architectural Services for Jefferson County are required to submit a Statement of Qualifications and Experience in order to be considered for contracts under this procedure. Only firms with statements submitted in response to this Request for Qualifications will be evaluated. The statement should contain, at a minimum, the following:

1. Name of the firm wishing to contract with the County.
2. Firm's local address.
3. Firm's corporate or main office address.
4. Number of years the firm has been in business.
5. Names, qualifications, and experience of professional staff who would be assigned to Jefferson County.
6. Firm's organization chart.
7. Biographies or resumes, including home office location and other relevant information, for each key staff member likely to be assigned to a project.
8. Names, titles, address, and telephone numbers of persons who are authorized to negotiate for and contractually Bind the firm. One of these persons should sign the response. A contact must be named for addressing questions generated during the evaluation process.
9. A description of representative work accomplished for all jobs within the past five (5) years.
10. Provide a detailed summary of the firm's experience in providing the kinds of services specified in this RFQ to governmental entities.
11. Describe reasons why the firm would be uniquely qualified to provide Engineering/Architectural services to Jefferson County.
12. Describe any unique services offered by your firm.
13. A list of references, other than Jefferson County, who have contracted the types of work the firm, is offering to perform. A reference form is included on **PAGE 38** of this package.

3.10 ADDITIONAL INFORMATION TO BE INCLUDED IN RESPONSE.

1. Provide a listing of all current litigation(s), outstanding judgements and liens affecting the firm.

3.11 CONFIDENTIAL/PROPRIETARY INFORMATION.

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

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

INTRODUCTION AND SCOPE OF WORK

Jefferson County is soliciting statements of qualifications from qualified Engineering/Architectural Firms to assist the County in its application and project implementation of a contract, if awarded, from the 2023-2024 Texas Community Development Fund of Texas Community Development Block Grant Program of the Texas Department of Agriculture – Office of Rural Affairs (TDA). Jefferson County will be applying for such funding to support eligible activities (**sewer improvements**) in the County of Jefferson, Texas.

The following outlines this request for qualifications.

- I. **Scope of Work** - The Engineering/Architectural Services contract will encompass all project-related engineering/architectural services to Jefferson County, including but not limited to the following:
- Preliminary and final design plans and specifications;
 - Preparation of the bid packet;
 - Conduct all field testing and inspections (interim and final); and
 - Other special services.

Please specify actual tasks to be performed under each of these categories.

- II. **Statement of Qualifications** – Jefferson County is seeking to contract with a competent Engineering/Architectural Engineering firm, registered to practice in the State of Texas, that has had experience in the following areas:
- Municipal construction including but not limited to waterworks, projects;
 - Registered and in good standing as a professional engineer per the Texas Engineering Practice Act
 - Federally-funded construction projects; and
 - Projects located in this general region of the state
 - Engineer/Firm is not debarred or suspended from the Excluded Parties List System (EPLS) of the System for Award Management (SAM) www.Sam.gov .

As such, please provide within your proposal a list of past local government clients, as well as resumes of all Engineers/Architects that will or may be assigned to this project if you receive the Engineering/Architectural services contract award.

Offerors should also address the following topics within their response:

- Work Experience
- Capacity to perform the specific proposed task
- Technical expertise
- Ability to meet schedules
- Proximity to the area of the proposed work
- Familiarity with the area of the proposed work
- References – list of past/current clients, etc. (**PAGE 38**)

Also, please provide a copy of your current Certificate of Insurance for **professional liability**.

- III. **Evaluation Criteria** - The proposals received will be evaluated and ranked according to the following criteria:

Experience Factors:	Maximum Points
Related Experience/Background with federally funded projects	20
Related Experience/Background with specific project type	20
References from current/past clients	20

Work Performance Factors:	
Submits requests to client/TDA in a timely manner	5
Responds to client/TDA requests in a timely manner	5
Past client/TDA projects completed on schedule	5
Work product is consistently of high quality with low level of errors	5
Past client/TDA projects have low level of monitoring findings/concerns	5

Capacity to Perform Factors:	
Qualifications of Professional Architect(s)/Engineer(s) / Experience of Staff	5
Present and Projected Workloads	3
Quality of Proposal/Work Plan	3
Demonstrated understanding of scope of the CDBG Project	4

- IV. For this RFQ, Respondent's qualifications will be evaluated and the most qualified Respondent will be selected, subject to negotiation of fair and reasonable compensation.
- For costs of architectural/engineering (A/E) professional services, negotiations must occur after the initial selection of the engineer or architect as price cannot be used as a selection factor. (See 2 CFR 200.320(d)(5) and Texas Government Code § 2254.004)

RESPONDENT INFORMATION FORM

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

RFQ Number & Name: (RFQ 23-021/JW) Professional Engineering Services: Phase VII Sewer Improvements - Texas Department of Agriculture/Community Development Block Grant (TDA-CDBG)

Respondent's Company/Business Name: _____

Respondent'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
Respondent:
Please complete this form and include with RFQ response submission.

VENDOR REFERENCES FORM

Respondent: 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

Respondent: Please complete this form and include with RFQ 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 Respondent be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions?**Yes** **No**

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

The undersigned agrees, if this RFQ response 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 Request for Statements of Qualification, Conditions of RFQ Response, 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 RFQ response in collusion with any other Respondent, and that the contents of this RFQ response as to prices, terms or conditions of said response have not been communicated by the undersigned nor by any employee or agent to any other RFQ Respondent or to any other person(s) engaged in this type of business prior to the official opening of this RFQ. And further, that neither the Respondent 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 respond or not to respond thereon.

RFQ Respondent (Entity Name)

Signature

Street & Mailing Address

Print Name

City, State & Zip

Date Signed

Telephone Number

Fax Number

E-mail Address

REQUIRED FORM**Respondent:**

Please complete this form and include with RFQ response 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.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official (Please Print)

Date

REQUIRED FORM**Respondent:**

Please complete this form and include with RFQ response submission.

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFQ) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFQ-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Type of Federal Action: _____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	Status of Federal Action: _____ a. bid/offer/application b. initial award c. post-award	Report Type: _____ a. initial filing b. material change
Name and Address of Reporting Entity: _____ Prime _____ Sub-awardee _____ Tier _____, if Known: Congressional District, if known:		If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime: Congressional District, if known:
Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

REQUIRED FORM

Respondent:

Please complete this form and include with RFQ response submission.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

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</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Date</p>		

Adopted 8/7/2015

REQUIRED FORM

Respondent:

Please complete this form and include with RFQ response 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
<p>1 Name of Local Government Officer</p>		<p>Date Received</p>
<p>2 Office Held</p>		
<p>3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</p>		
<p>4 Description of the nature and extent of employment or other business relationship with vendor named in item 3</p>		
<p>5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p align="center">(attach additional forms as necessary)</p>		
<p>6 AFFIDAVIT</p> <p align="center">I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p> <p align="center">_____</p> <p align="center">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**

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 RFQ Respondent" refers to a person who is not a resident.
- (4) "Resident RFQ Respondent" 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 Respondent of Texas as defined in Government Code §2252.001.
- I certify that _____ [company name] is a Non-Resident Respondent 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/response:	
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

Respondent:

Please complete this form and include with RFQ response 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
Respondent:
Please complete this form and include with RFQ response 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 23-021/JW**

IFB/RFP/RFQ number**Certification check performed by:**

Purchasing Representative

Date

NON-DISCLOSURE AGREEMENT

In consideration of Jefferson County retaining the services of a consultant and because of the sensitivity of certain information which may come under the care and control of Consultant, both parties agree that all information regarding the County or any selected County agency subject to this Contract; or gathered, produced, or derived from this project (Confidential Information) must remain confidential subject to release only by permission of the County, and more specifically agree as follows:

Media releases pertaining to this RFQ and/or any resulting contract, or the services to which they relate, will not be made without the prior written consent of the County, and then only in accordance with explicit written instructions from the County. The disclosure of the contents of proposals prior to the award of a contract under this RFQ, or any other violation of this section, may result in disqualification.

1. The Information may be used by Consultant only to assist Consultant in connection with its engagement with the County.
2. Consultant will not, at any time, use the Information in any fashion, form, or manner except in its capacity as independent consultant to the County.
3. Consultant agrees to maintain the confidentiality of any and all deliverables resulting from this Contract in the same manner that it protects the confidentiality of its own proprietary products of like kind.
4. The Information may not be copied or reproduced without the County’s written consent.
5. All materials made available to Consultant, including copies thereof, must be returned to County upon the first to occur of; (a) completion of the project, or (b) request by the County.
6. The foregoing must not prohibit or limit Consultant use of the information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) (a) previously known to it, (b) independently developed by it, (c) acquired by it from a third party, or (d) which is or becomes part of the public domain through no breach to Consultant of this agreement.
7. This agreement shall become effective as of the date Information is first made available to Consultant and must survive the contract and be a continuing requirement.
8. The breach of this Non-Disclosure Agreement by Consultant shall entitle the County to immediately terminate the Agreement upon written notice to Contractor for such breach. The parties acknowledge that the measure of damages in the event of a breach of this Non-Disclosure Agreement may be difficult or impossible to calculate, depending on the nature of the breach. Regardless of whether the County elects to terminate the Agreement upon the breach hereof, the County may require Consultant to pay to the County the sum of \$1,000 for each breach as liquidated damages. This amount is not intended to be in the nature of a penalty, but is intended to be a reasonable estimate of the amount of damages to the County in the event of a breach hereof by Consultant. Comptroller does not waive any right to seek additional relief, either equitable or otherwise, concerning any breach of this Agreement.

[Printed Name of Consultant]

By: _____

Title: _____

Date: _____

<p>REQUIRED FORM</p> <p>Proposer:</p> <p>Please complete this form and include with proposal submission.</p>

**RESPONDENT: INSERT ALL ADDENDA BEHIND THIS PAGE.
PLEASE BE SURE TO COMPLETE, SIGN, ATTEST, AND DATE EACH ADDENDUM.**

RESPONDENT'S CERTIFICATION

I have carefully examined the Request for Proposal Specifications, and any other documents accompanying or made a part of this Request for Proposals.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to **90 days** in order to allow Jefferson County adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service: no officer, employee or agent of Jefferson County or any other Respondent is interested in said proposal: and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

BY:

SIGNATURE

NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS

CITY, STATE, ZIP CODE

() _____
TELEPHONE NUMBER

Sworn to and subscribed before me
this _____ day of
_____, 2022.

Notary Public

State of _____

My Commission Expires: _____

REQUIRED FORM

Respondent:

**Please complete this form and include
with RFQ response submission.**

EXHIBIT A: SAMPLE CONTRACT

DISCLAIMER: This sample draft document was developed for TxCDBG grant projects and does not include all applicable provisions. This document has important legal consequences. Please consult with your legal counsel with respect to its completion or modification to ensure that it is in compliance with any appropriate local, state and federal laws applicable.

ENGINEERING/ARCHITECTURAL/SURVEYOR SERVICES

PART I

AGREEMENT

THIS AGREEMENT, entered into this ____ day of _____, by and between the COUNTY OF _____, hereinafter called the COUNTY, acting herein by _____ hereunto duly authorized, and _____ hereinafter called "Firm," acting herein by _____.

WITNESSETH THAT:

WHEREAS, the COUNTY of JEFFERSON, COUNTY desires to [implement/construct/etc.] the following: _____ [*describe project*] under the general direction of the Texas Community Development Block Grant (hereinafter called "TxCDBG") Program administered by the Texas Department of Agriculture (TDA); and Whereas the COUNTY desires to engage _____ to render certain engineering/surveyor/architectural services in connection with the TxCDBG Project, Contract Number _____.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services
The Firm will perform the services set out in Part II, Scope of Services.
2. Time of Performance - The services of the Firm shall commence on _____. In any event, all of the services required and performed hereunder shall be completed no later than _____.
3. Local Program Liaison - For purposes of this Agreement, the [*e.g. /County Judge* _____] or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Firm. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
4. Access to Records - The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas Department of Agriculture (TDA), and the COUNTY, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Firm which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts, and to close-out the COUNTY's TxCDBG contract with TDA.

5. Retention of Records - The Firm shall retain all required records for three years after the COUNTY makes its final payment and all pending matters are closed.

6. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$ _____. Payment to the Firm shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.

7. Indemnification – The Firm shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the COUNTY and its agency members from and against any and all claims, costs, suits, and damages, including attorney’s fees, arising out of the Firm’s performance or nonperformance of the activities, services or subject matter called for in this Agreement, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

9. Miscellaneous Provisions
 - a. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in _____ County, Texas.
 - b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
 - c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such 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.
 - d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
 - e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to an incorporated into this Agreement.

10. Extent of Agreement
This Agreement, which includes Parts I-V, [*and if applicable*, including the following exhibits/attachments: _] represents the entire and integrated agreement between the COUNTY and the Firm and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both COUNTY and the Firm.

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

BY: _____
(Local COUNTY Official)

(Printed Name)

(Title)

BY: _____
(Firm/Contractor's Authorized Representative)

(Printed Name)

(Title)

SAMPLE

PART II

SCOPE OF SERVICES

The Firm shall render the following professional services necessary for the development of the project: (*Choose appropriate contracted services*)

SCOPE OF SERVICES

1. Attend preliminary conferences with the COUNTY regarding the requirements of the project.
2. Determine necessity for acquisition of any additional real property/easements/right-of-ways (ROWS) for the TxCDBG project and, if applicable, furnish to the COUNTY:
 - a. Name and address of property owners;
 - b. Legal description of parcels to be acquired; and
 - c. Map showing entire tract with designation of part to be acquired.
3. Make any necessary surveys of existing rights-of-way, topography, utilities, or other field data required for proper design of the project. Provide consultation and advice as to the necessity of the COUNTY providing or obtaining other services such as auger borings, core borings, soil tests, or other subsurface explorations; laboratory testing and inspecting of samples or materials; other special consultations. The Firm will review any tests required and act as the COUNTY's representative in connection with any such services.
4. Prepare railroad/highway permits.
5. Prepare a preliminary engineering/architectural study and report on the project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the COUNTY, to include preliminary layouts, sketches and cost estimates for the project, and to set forth clearly the Firm's recommendations; to be completed within _____ days of execution of this Agreement.
6. Furnish the COUNTY copies of the preliminary report, if applicable (additional copies will be furnished to the COUNTY at direct cost of reproduction).
7. Make periodic visits, no less than every 30 days during the construction period, to the construction site to observe the progress and quality of the work, to ensure that the work conforms with the approved plans and specifications, and to determine if the work is proceeding in accordance with the Agreement.
8. Furnish the COUNTY a written monthly status report at least seven (7) days prior to the regularly scheduled council/commissioner's court meeting until the project is closed by TDA. The format for this report is attached to this Agreement as Exhibit 1.
9. Submit detailed drawings and plans/specifications to appropriate regulatory agency(ies) and obtain clearance.
10. Prepare bid packet/contract documents/advertisement for bids. At the time the bid packet is completed, the Firm shall also furnish to the COUNTY an updated written Estimate of Probable Costs for the Project.
11. Make 10-day call to confirm prevailing wage decision.
12. Incorporate any and all wage rate modifications or supersedes via bid addendum (if applicable).
13. Conduct bid opening and prepare minutes.
14. Tabulate, analyze, and review bids for completeness and accuracy.
15. Accomplish construction contractor's eligibility verification through www.SAM.gov.
16. Conduct pre-construction conference and prepare copy of report/minutes.
17. Issue Notice to Proceed to construction contractor.
18. Provide in all proposed construction contracts deductive alternatives where feasible, so that should the lowest responsive base bid for construction exceed the funds available, deductive alternatives can be taken to reduce the bid price.
19. Design for access by persons with disabilities for those facilities to be used by the public in accordance with Public Law 504.

20. Use TDA-approved forms for instructions to bidders, general conditions, contract, bid bond, performance bond, and payment bond.
21. Consult with and advise the COUNTY during construction; issue to contractors all instructions requested by the COUNTY; and prepare routine change orders if required, at no charge for engineering services to the COUNTY when the change order is required to correct errors or omissions by the Firm; provide price analysis for change orders; process change orders approved by COUNTY and the Firm and submit to TDA for approval prior to execution with the construction contractor.
22. Review shop and working drawings furnished by contractors for compliance with design concept and with information given in contract documents (contractors will be responsible for dimensions to be confirmed and correlated at job site).
23. Resolve all payment requests within 14 days of receipt of signed pay request from the construction contractor.
24. Based on the Firm's on-site observations and review of the contractor's applications for payment, determine the amount owed to the contractor in such amounts; such approvals of payment to constitute a representation to the COUNTY, based on such observations and review, that the work has progressed to the point indicated and that the quality of work is in accordance with the plans, specifications and contract documents.
25. Recommend that a 10% retainage is withheld from all payments on construction contracts until final acceptance by the COUNTY and approval by TDA, unless State or local law provides otherwise.
26. Prepare Certificate of Construction Completion and Clean Lien Certificate. A Clean Lien Certificate may be prepared for each of the Prime Contractor(s) and each of the subcontractor(s).
27. Conduct interim/final inspections.
28. Revise contract drawings to show the work as actually constructed, and furnish the COUNTY with a set of "record drawings" plans.
29. The Firm will provide a copy of the final project record drawing(s) engineering schematic(s), as constructed using funds under this contract. These maps shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media, such as compact disc (CD), which are compatible with computer systems owned or readily available to the owner. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the Firm shall include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal has been provided to the COUNTY. In addition, complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the data and maps shall be provided to the owner in written form.

SUBCONTRACTS

1. No work under this Agreement shall be subcontracted by the Firm without prior approval, in writing, from the COUNTY.
2. The Firm shall, prior to proceeding with the work, notify the COUNTY in writing of the name of any subcontractors proposed for the work, including the extent and character of the work to be done by each.
3. If any time during progress of the work, the COUNTY determines that any subcontractor is incompetent or undesirable, the COUNTY will notify the Firm who shall take reasonable and immediate steps to satisfactorily cure the problem, substitute performance, or cancel such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and the COUNTY.
4. The Firm will include in all contracts and subcontracts in excess of \$150,000 a provision which requires compliance 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). The provisions shall require reporting of violations to TDA and to the Regional Office of the Environmental Protection Agency (EPA).

5. The Firm will include in all contracts and subcontracts in excess of \$150,000 provisions or conditions which will allow for administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
6. The Firm will include in all contracts and subcontracts in excess of \$10,000 provisions addressing termination for cause and for convenience by the COUNTY including the manner by which it will be effected and the basis for settlement.
7. The Firm will include in all contracts and subcontracts provisions requiring compliance with the following, if applicable:
 - a. Prime construction contracts in excess of \$2,000, compliance with the Davis-Bacon Act, as amended (40 U.S.C.3141-3144, 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5);
 - b. Prime construction contracts in excess of \$2,000, compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3)
 - c. Contracts greater than \$10,000, the inclusion of the Equal Opportunity clause provided under 41 CFR 60-1.4(b) (Executive Order 11246);
 - d. Section 3 of the Housing and Urban Development Act of 1968;
 - e. Contracts exceeding \$100,000, compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352);
 - f. For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708), including work week requirements and safety conditions for workers, as supplemented by Department of Labor regulations (29 CFR Part 5); and
8. The Firm will include in all negotiated contracts and subcontracts a provision which indicates that funds will not be awarded under this contract to any party which is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 2 CFR Part 2424. A certification shall be provided and received from each proposed subcontractor under this contract and its principals.
9. The Firm will include in all negotiated contracts and subcontracts a provision to the effect that the COUNTY, TDA, the Texas Comptroller of Public Accounts, the Comptroller General of the United States, the U.S. Department of Housing and Urban Development (HUD), or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.
10. The Firm will include in all contracts and subcontracts a requirement that the contractor maintain all relevant project records for three (3) years after the COUNTY has made final payment to the contractor and all other pending matters are closed.

STANDARD OF PERFORMANCE AND DEFICIENCIES

1. All services of the Firm and its independent professional associates, consultants and subcontractors will be performed in a professional, reasonable and prudent manner in accordance with generally accepted professional practice. The Firm represents that it has the required skills and capacity to perform work and services to be provided under this Agreement.

2. The Firm represents that services provided under this Agreement shall be performed within the limits prescribed by the COUNTY in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances.
3. Any deficiency in Firm's work and services performed under this contract shall be subject to the provisions of applicable state and federal law. Any deficiency discovered shall be corrected upon notice from COUNTY and at the Firm's expense if the deficiency is due to Firm's negligence. The COUNTY shall notify the Firm in writing of any such deficiency and provide an opportunity for mutual investigation and resolution of the problem prior to pursuit of any judicial remedy. In any case, this provision shall in no way limit the judicial remedies available to the COUNTY under applicable state or federal law.
4. The Firm agrees to and shall hold harmless the COUNTY, its officers, employees, and agents from all claims and liability of whatsoever kind or character due to or arising solely out of the negligent acts or omissions of the Firm, its officers, agents, employees, subcontractors, and others acting for or under the direction of the Firm doing the work herein contracted for or by or in consequence of any negligence in the performance of this Agreement, or by or on account of any omission in the performance of this Agreement.

SAMPLE

**PART III –
PAYMENT SCHEDULE**

COUNTY shall reimburse the Firm for professional services provided upon completion of the following project milestones per the following percentages of the maximum contract amount:

Milestone	% of Contract Fee
• Approval of Preliminary Engineering Plans and Specifications by COUNTY.	20%
• Approval of Plans and Specifications by Regulatory Agency(ies).	30%
• Completion of bid advertisement and contract award.	20%
• Completion of construction staking.	10%
• Completion of Final Closeout Assessment and submittal of “As Builts” to COUNTY.	10%
• Completion of final inspection and acceptance by the COUNTY.	10%
Total	100%

NOTE: Percentages of payment listed here are general guidelines based on engineering services typically provided. These are negotiable, and should serve only as a guide. Payment schedule should be tied directly to the actual Scope of Work identified in Part II - Scope of Services.

SPECIAL SERVICES

Special Services shall be reimbursed under the following hourly rate schedule: (List all applicable services to include overhead charge).

Registered Surveyor	\$ _____
Survey Crew (3 members)	\$ _____
Project Engineer	\$ _____
Engineering Technician	\$ _____
Project Representative	\$ _____
Draftsman	\$ _____

The fee for all other Special Services shall not exceed a total of _____ and No/100 Dollars (\$ _____). The payment for these Special Services shall be paid as a lump sum, per the following schedule:

1. The Firm shall be paid upon completion of surveying, necessary field data, and acquisition data, if applicable, the sum of _____ and No/100 Dollars (\$ _____).
2. The Firm shall be reimbursed the actual costs of necessary testing based on itemized billing statements from the independent testing laboratory, plus a _____ percent (____%) overhead charge. All fees for testing shall not exceed a total of _____ and No/100 Dollars (\$ _____).
3. The payment requests shall be prepared by the Firm and be accompanied by such supporting data to substantiate the amounts requested.

4. Any work performed by the Firm prior to the execution of this Agreement is at the Firm's sole risk and expense.

SAMPLE

PART IV
TERMS AND CONDITIONS

1. Termination of Agreement for Cause. If the Firm fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Firm violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the COUNTY shall have the right to terminate this Agreement by giving written notice to the Firm of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm pursuant to this Agreement shall, at the option of the COUNTY, be turned over to the COUNTY and become the property of the COUNTY. In the event of termination for cause, the Firm shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Firm shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the Agreement by the Firm, and the COUNTY may set-off the damages it incurred as a result of the Firm's breach of the contract from any amounts it might otherwise owe the Firm.

2. Termination for Convenience of the COUNTY.

COUNTY may at any time and for any reason terminate Contractor's services and work at COUNTY's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

[Parties should include the manner by which such termination will be affected and the basis for settlement or any other terms and conditions concerning payment upon such termination.]

3. Changes. The COUNTY may, from time to time, request changes in the services the Firm will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Firm's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
4. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Amendment and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. [*This section may also provide for the qualifications of the*

mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.] If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

5. Personnel.

- a. The Firm represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.
- b. All of the services required hereunder will be performed by the Firm or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the COUNTY. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. Assignability. The Firm shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the COUNTY thereto; Provided, however, that claims for money by the Firm from the COUNTY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the COUNTY.

7. Reports and Information. The Firm, at such times and in such forms as the COUNTY may require, shall furnish the COUNTY such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

8. Records and Audits. The Firm shall insure that the COUNTY maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. The Firm and the COUNTY shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.

9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the COUNTY.

10. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Firm.

11. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the COUNTY harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

12. Conflicts of interest.

- a. Governing Body. No member of the governing body of the COUNTY and no other officer, employee, or agent of the COUNTY, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of TxCDBG award between TDA and the COUNTY, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
- b. Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the TxCDBG award between TDA and the COUNTY, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
- a. The Firm and Employees. The Firm warrants and represents that it has no conflict of interest associated with the TxCDBG award between TDA and the COUNTY or this Agreement. The Firm further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the TxCDBG award between TDA and the COUNTY or in any business, entity, organization or person that may benefit from the award. The Firm further agrees that it will not employ an individual with a conflict of interest as described herein.

13. Debarment and Suspension (Executive Orders 12549 and 12689)

The Firm certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term “principal” for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Firm. The Firm understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, “Debarment and Suspension.”

Federal Civil Rights Compliance.

14. Equal Opportunity Clause (applicable to federally assisted construction contracts and subcontracts over \$10,000).

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

- a. The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Firm 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 Firm 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.
- b. The Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - c. The Firm will not discourage 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.
 - d. The Firm 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 Firm's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - e. The Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - f. The Firm 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.
 - g. In the event of the Firm'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 Firm 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.
 - h. The Firm will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) 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 Firm 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 Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as

a result of such direction by the administering agency the Firm may request the United States to enter into such litigation to protect the interests of the United States.

15. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
16. Section 109 of the Housing and Community Development Act of 1974. The Firm shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
17. Section 504 of the Rehabilitation Act of 1973, as amended. The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
18. Age Discrimination Act of 1975. The Firm shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
19. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (if contract greater than or equal to \$100,000)
The Firm certifies 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 this contract. The Firm shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
20. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.
 - (a) The work to be performed under this Contract is subject to the requirements of section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - (b) The parties to this Contract agree to comply with HUD's regulations in 24 CFR part 75, which implement section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
 - (c) The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The Contractor will not

subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

(d) The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 75. Minimum expectations of effort to direct employment opportunities to such workers are identified in the TxCDBG Project Implementation Manual.

(e) Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

SAMPLE

**PART V
PROJECT TIME SCHEDULE
ENGINEERING/ARCHITECTURAL/SURVEYOR
PROFESSIONAL SERVICES**

INSERT YOUR OWN TIME SCHEDULE

SAMPLE

Exhibit 1.

MONTHLY STATUS REPORT

Grant Recipient: _____ Date Submitted: _____

Grant No.: _____ Reporting Period: _____

Project Status:

Date of Last Inspection: _____

Name of Inspector: _____

Inspection Description:

Projected Date of Construction Completion: _____

Amount of Last Pay Request: _____

Date of Last Pay Request: _____

Status of Last Pay Request: _____

List of Subcontractors Onsite

Name	Date Cleared by Grant Administrator
_____	_____
_____	_____
_____	_____

**This report may be e-mailed or faxed to the Grant Recipient*

**LEASE EXTENSION FOR RFP 13-004/KJS
LEASE OF PROPERTY ON VITERBO ROAD (THE FORMER
NATIONAL GUARD ARMORY)**

The County entered into a lease with Triple R Brothers, Ltd for five (5) years, from April 29, 2013 to April 28, 2018.

Pursuant to the lease, Jefferson County hereby exercises its second (5) year option to extend the lease for five (5) additional years from April 27, 2023 to April 26, 2028.

ATTEST:

JEFFERSON COUNTY, TEXAS


Roxanne Acosta Hellberg, County Clerk


Jeff Branick, County Judge



LEESSEE:
Triple R. Brothers, Ltd.


(Name)



CHAMBERS OF
 JUDGE JOHN B. STEVENS, JR.
 CRIMINAL DISTRICT COURT
 JEFFERSON COUNTY COURTHOUSE

MEMORANDUM

TO: COMMISSIONERS COURT
FROM: FRAN LEE
SUBJECT: BUDGET TRANSFER
DATE: MARCH 10, 2023

The following budget transfer for the Criminal District Court is necessary for additional cost for Computer Equipment .

From: 120-2032-412-3084	Minor Office Equipment	\$1,043.94
To: 120-2032-412-6002	Computer Equipment	\$1,043.94

Sincerely,

Judge John B. Stevens, Jr.

Dell Computer - Saved Quote Information -3000147098937

Dell (please do not reply) <automated_email@dell.com>

on behalf of

Dell Inc. <dell_automated_email@dell.com>

Thu 3/9/2023 9:31 AM

To: Amy Serrant <Amy.Serrant@jeffcotx.us>



You have saved an eQuote 3000147098937

An eQuote is now saved in your Dell Online Store.
This will be held for 60 days and will expire on 05/08/2023

Your eQuote has been sent to:

Emailed to: amy.serrant@jeffcotx.us
amy.serrant@jeffcotx.us

To retrieve this eQuote

Login to [Premier](#)
Sign in to Jefferson County
Click on "Quotes" in the top menu bar and search for eQuote number 3000147098937

eQuote Name	CDC Bailiff
Saved By	amy.serrant@jeffcotx.us
eQuote Description	
Authorized Buyer	
Notes/Comments	
Account Name	Jefferson County
Contract Code	C00000006841
Contract Name	Texas Department of Information Resources (TX DIR)
Customer Agreement #	TX DIR-TSO-3763

Shipping Info

MIS DEPT
1149 PEARL ST
6 TH FL
BEAUMONT, TX 77701
(409) 835-8447

Billing Info

ACCOUNTS PAYABLE
1149 PEARL ST
7TH FL
BEAUMONT, TX 77701-3635

eQuote Summary

Description	Quantity	Unit Price	Subtotal
OptiPlex 5000 Small Form Factor	1	\$842.35	\$842.35
Dell 24" Monitor	1	\$201.59	\$201.59
Non Taxable Amount			\$1,043.94
eQuote Subtotal			\$1,043.94
Shipping*			\$0.00
Shipping Discount*			\$0.00
Tax*			\$0.00
Environmental Disposal Fee*			\$0.00
eQuote Total*			\$1,043.94

*The eQuote total, including applicable taxes and additional fees, may be viewable online.

Note: Your order may contain one or more items which are billed on a recurring basis. See Important Notes for details on your specific offering and, for customers with auto-renewing subscriptions, how to turn off automatic renewal.

eQuote Details

Description	Quantity	Price
rcrc1288351-6745211 OptiPlex 5000 Small Form Factor	1	\$1,718.29
Premier Discount		\$875.94
		\$842.35

Module	Description	Product Code	Sku	ID
--------	-------------	--------------	-----	----

3/9/23, 9:31 AM

Mail - Amy Serrant - Outlook

OptiPlex 5000					
Small Form Factor	OptiPlex 5000 Small Form Factor	GMBPZ25	[210-BCRK]	1	
Processor	12th Gen Intel® Core™ i5-12500 (18 MB cache, 6 cores, 12 threads, 3.00 GHz to 4.60 GHz Turbo, 65 W)	G7XEVHJ	[338-CCWC]	146	
Operating System	Windows 10 Pro (Includes free upgrade to Windows 11 Pro), English, French, Spanish	G42N6D1	[619-AQMP]	11	
Microsoft Application Software	No Microsoft Office License included	GC70FJV	[658-BCSB]	1002	
Memory	8 GB, 1 x 8 GB, DDR4	GA61EWF	[370-AGFP]	3	
Hard Drive	256 GB, M.2 2230, PCIe NVMe, SSD, Class 35	G1GTVU5	[400-BEUW]	8	
			[773-BBBC]		
Additional Hard Drive	No Additional Hard Drive	G780XKR	[412-AAQT]	637	
			[401-AANH]		
Video Card	Intel® Integrated Graphics	GZQDA24	[490-BBFG]	6	
Chassis Options	240 W internal power supply unit (PSU), 85% Efficient, 80 Plus Bronze	GG04RT7	[329-BGMJ]	116	
Power Cord	System Power Cord (US)	GA5894N	[450-AAOJ]	20	
Optical Drive	8x DVD+/-RW 9.5mm ODD	GZY3O28	[429-ABFH]	16	
			[325-BDSH]		
Optical Software	Cyberlink Media Suite Essentials for Windows 10 and DVD drive (without Media)	GWNM30Y	[658-BBTV]	597	
Additional Storage Devices - Media Reader	No Media Card Reader	GW2K1D6	[379-BBHM]	10	
Wireless	No Wireless LAN Card (no WiFi enablement)	GE7Y41P	[555-BBFO]	19	
Wireless Driver	None	GQMKF4C	[340-AFMQ]	7	
Chassis Intrusion Switch	No Chassis intrusion switch	G0G78K4	[461-AAEI]	289	
Serial Port Adapter	No PCIe add-in-card	GVEYOQ7	[492-BBFF]	698	
Add-in Cards	No Additional Add In Cards	GNV4J7Q	[382-BBHX]	583	
Additional Video Ports	No Additional Video Ports	GWFXAL0	[492-BCKH]	495	
Software Stack	Dell Applications Windows 10 & 11 DGR with Dell Optimizer, IRST	GGW5P4S	[525-BBCL]	1003	
			[640-BBLW]		
			[658-BBMR]		
			[658-BBRB]		
			[658-BEOK]		
			[658-BEQP]		

			[658-BFDQ]	
			[658-BFJT]	
Operating				
System Recovery Options	OS-Windows Media Not Included	GLA9OQ1	[620-AALW]	200013
ENERGY STAR	ENERGY STAR Qualified	G6J34SM	[387-BBLW]	122
Documentation	Safety/Environment and Regulatory Guide (English/French Multi-language)	G7RB0GY	[340-AGIK]	21
System				
Monitoring Options	Dell Watchdog Timer	G2WQ13L	[379-BESJ]	39
Placemat	Quick Start Guide	G191BV2	[340-CYET]	60
EAN/UPC Labels	No UPC Label	G8WGTYN	[389-BCGW]	292
Bios for TPM	Trusted Platform Module (Discrete TPM Enabled)	GJMDKT6	[329-BBJL]	297
Shipping Material	Shipping Material	GDKRO4V	[340-CQYR] [389-BBUU]	465
Label	Regulatory Label for OptiPlex 5000 SFF 240W	GTDP0V7	[389-ECPK]	676
Hard Drive				
Cables and Brackets	M.2 Caddy	GGPQ1ML	[575-BBKX]	705
Processor Label	Intel® Core™ i5 Processor Label	G2HQM XF	[340-CUEW]	749
Transportation				
from ODM to region	Standard shipment	GQT8IGC	[800-BBIO]	200080
Protect Your New PC	No anti-virus software	GD4K19S	[650-AAAM]	1014
Keyboard	Dell Pro Wireless Keyboard and Mouse - KM5221W - English - Black	GX0V4JP	[580-AJJG]	4
Mouse	Mouse included with Keyboard	GU54MYP	[570-AADI]	12
Back Cover	No Cable Cover	GDT2C7Z	[325-BCZQ]	376
Adapter	No Additional Cable	GIX0L8M	[379-BBCY]	592
External Speakers	No External Speaker	GTNM7E2	[817-BBBC]	200095
Stands and Mounts	No Stand or Mount	GJO5ZSE	[575-BBBI]	558
FGA Module	No FGA	NOFGA	[817-BBBB]	572
Speakers	Internal Speaker	GR068XC	[520-AARD]	18
Windows AutoPilot	No AutoPilot	GYE02AP	[340-CKSZ]	291
GSA Purchase Order	OS-Windows Media Not Included	G097WRT	[620-AALW]	1334

EPEAT 2018	EPEAT 2018 Registered (Silver)	GTZOE2H	[379-BDTO]	200331
Systems Management	In-Band Systems Management	GH51Y08	[631-ADEQ]	49
Additional System Options	CFI Information Swizzle,No Up,Foot,Factory Install	10739311	[364-9118]	701
Additional System Options	CFI Routing SKU	10739312	[365-0257]	701
Additional System Options	Image Load - Custom Image, Factory Install	10739313	[366-0147]	701
Additional System Options	CFI,Information Client,Only	10739314	[371-0941]	701
Additional System Options	CFI,Information,CSRouting,Elig ible,Factory Install	10739315	[375-3088]	701
Additional System Options	CFI,Information,GPTBR,PART,DNR ,Factory Install	10739316	[376-6666]	701
Additional System Options	CFI,Information,DYNAMIC,IMAGE ASSIST-SI,Factory Install	10739317	[376-7610]	701
Additional System Options	CFI,SW,GPT,Image,GNRC,Domestic ,Factory Install	10739318	[377-3166]	701
Additional System Options	CFI,Information,DESC,Factory Install	10739319	[378-2295]	701
Additional System Options	CFI,Information,IMAGE IS WIN10 64BIT,Factory Install	10739320	[378-7743]	701
Additional System Options	CFI,INFO,WIN10,UPDT,21H1.FACT	10739321	[382-0973]	701
Hardware Support Services	3 Years Hardware Service with Onsite/In-Home Service After Remote Diagnosis	NBD3	[804-9043] [804-9044]	29
Shipping Box Labels - Standard	System Box Label	SYSBOX	[365-0538]	200423

rcrc1288351-7065584 | Dell 24" Monitor 1 \$319.99

Premier Discount \$118.40

\$201.59

Module	Description	Product Code	Sku	ID
Dell 24 Monitor - P2422H, 60.5cm (23.8")	Dell 24 Monitor - P2422H, 60.5cm (23.8")	GRVIA79	[210-BBCC]	1
Hardware Support Services	3 Years Advanced Exchange Service	G2V0K68	[814-5380] [814-5381]	29

Non Taxable Amount \$1,043.94

eQuote Subtotal \$1,043.94

Shipping* \$0.00

Shipping Discount* \$0.00

Tax* \$0.00

Environmental Disposal Fee* \$0.00

eQuote Total* \$1,043.94

*The eQuote total, including applicable taxes and additional fees, may be viewable online.

Let's connect.



Legal Disclaimer: Please note that Dell cannot be responsible for pricing or other errors and reserves the right to cancel any orders arising from such errors. The amount of tax and shipping added to your order depends on where you have asked for the product to be shipped as well as on which products and/or services you've chosen to purchase. Your order is subject to Dell's Terms and Conditions of Sale which include a binding arbitration provision.

Subscription Customers: If your order includes a recurring billing subscription, you authorize Dell to charge your payment method on file on a recurring basis. You may opt out of automatic renewal or update payment information at any time through the web portal used to manage your subscription. Offer specific subscription terms for details (Commercial; Consumer).

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**JEFFERSON COUNTY JUVENILE PROBATION DEPARTMENT
MINNIE ROGERS JUVENILE JUSTICE CENTER**

5326 Hwy 69 South
Beaumont, TX 77705
Ph: (409) 722-7474
Fx: (409) 726-2896

**Edward J. Cockrell, Sr.,
Chief Probation Officer**

900 Fourth Street
Port Arthur, TX 77640
Ph: (409) 983-8370
Fx: (409) 983-8348

MEMORANDUM

To: Fran Lee
Auditor's Office

From: Edward J. Cockrell, Sr
Chief Juvenile Probation Officer

Date: March 15, 2023

Re: **Budget Transfer**

I am requesting the following budget transfer from line item **120-3064**:

To:	120-3064-424.40-09	Buildings and Ground	\$30,000.00
From:	120-3064-424.10-02	Assistants and Clerks	\$30,000.00

Note: The transfer request is due to the delay in shipping of the Boiler. There is a \$6,000 per month cost for the rental. The Boiler is scheduled to ship out on April 4, 2023. The cost for the replacement boiler (\$62,576) was paid for out of Probation and Detention Funds.

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: Mr. Patrick Swain Auditor
FROM: Commissioner Everette Alfred
DATE: March 13, 2023
RE: Purchase of New Chipspreader

On Wednesday, March 8, 2023, my office sent to you a quote for a 2022 Etnyre Self-Propelled Hydrostatic Drive Chipspreader costing **\$377,955.00**. Please note that currently, the drive motor for Precinct #4's 2000 ETNYRE CHIPSREADER (E-1) is discontinued. A new motor cannot be purchased as the parts are obsolete.

Thank you.

EA/nr



Quote#5081

www.rbeverett.com

(281) 991-8161 • Fax: (281) 991-5967
P.O. Box 7300
Pasadena, TX 77508

March 7, 2023

Commissioner Bo Alford
Jefferson County Pct. 4
7760 Boyt Rd.
Beaumont, Texas 77713

Commissioner Alford:

We are pleased to offer the following **ETNYRE** equipment for your consideration.

- (1) **2022 ETNYRE** Self-Propelled Hydrostatic Drive Chipspreader complete with All Standard Equipment including 9'-18' Variable Width Hopper, Power Seat Pedestal, Strobe Light mounted on Telescopic Stand, Umbrella, Electric Vibrators for Variable Hopper and Hydraulically Powered Raise/Lower for Hopper.
Serial Number: K7520 Approximate Hours: 305

Price F. O. B. Beaumont, Texas.....\$377,955.00
(Subject to Applicable Taxes)

Delivery: 1 Week (Subject to Prior Sale)

Manufacturer
Warranty: 1 Year Full Machine

Terms: 6 months Lease Purchase @ \$18,050.00 per month with 100% of paid rental to apply to purchase price. The first months billing is due to be paid on receipt of machine. All additional billings are due on receipt of invoice.

PRICING IS FIRM FOR 10 DAYS. R. B. EVERETT & COMPANY RESERVES THE RIGHT TO MODIFY PRICING ON ALL QUOTES AND ORDERS WITH MATERIAL AND LABOR SURCHARGES AS NEEDED UP TO DATE OF DELIVERY.

(Credit Cards Not Accepted) (Subject to Credit Approval) Initial Here

Thank you for the opportunity of quoting on this equipment. Please let us know if additional information is needed.

STATEMENT OF DISCLAIMER: All warranties on the products sold hereby are those made by the manufacturer. The Seller hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of such products.

ACCEPTED:
Jefferson County Pct. 4

Best regards,

R. B. EVERETT & COMPANY
Dayne Hobbs
Territory Manager

BY: _____
Date: _____



NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
DAWN DONUTS	70.50	504606	70.50**
ROAD & BRIDGE PCT.#1			
COASTAL WELDING SUPPLY INC	88.60	504479	
ENTERGY	643.31	504492	
UNITED STATES POSTAL SERVICE	1.20	504545	733.11**
ROAD & BRIDGE PCT.#2			
ENTERGY	553.96	504492	
AT&T	132.66	504522	686.62**
ROAD & BRIDGE PCT. # 3			
CITY OF PORT ARTHUR - WATER DEPT.	46.77	504478	
PHILPOTT MOTORS, INC.	525.94	504505	
CENTERPOINT ENERGY RESOURCES CORP	47.63	504561	
GERALD T PELTIER JR	200.00	504629	
ODP BUSINESS SOLUTIONS, LLC	53.25	504645	
MUNRO'S UNIFORM SERVICES, LLC	23.95	504646	897.54**
ROAD & BRIDGE PCT.#4			
SPIDLE & SPIDLE	5,888.84	504466	
RB EVERETT & COMPANY, INC.	2,516.63	504483	
M&D SUPPLY	659.47	504504	
PHILPOTT MOTORS, INC.	482.50	504505	
SANITARY SUPPLY, INC.	526.71	504514	
S.E. TEXAS BUILDING SERVICE	1,560.00	504518	
AT&T	102.44	504522	
WAUKESHA-PEARCE INDUSTRIES LLC	995.28	504612	
O'REILLY AUTO PARTS	43.15	504621	
GULF COAST	609.83	504628	
ODP BUSINESS SOLUTIONS, LLC	956.27	504645	
TEXAS ORG OF BLACK COUNTY COMMISSIO	100.00	504659	14,441.12**
ENGINEERING FUND			
VERIZON WIRELESS	125.60	504540	125.60**
PARKS & RECREATION			
ENTERGY	980.99	504492	980.99**
GENERAL FUND			
TAX OFFICE			
TAC - TEXAS ASSN. OF COUNTIES	1,375.00	504525	
UNITED STATES POSTAL SERVICE	301.34	504545	
ODP BUSINESS SOLUTIONS, LLC	402.52	504645	2,078.86*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	2.63	504545	2.63*
AUDITOR'S OFFICE			
SOUTHEAST TEXAS WATER	34.95	504519	
UNITED STATES POSTAL SERVICE	1.52	504545	
ODP BUSINESS SOLUTIONS, LLC	3.69	504645	40.16*
COUNTY CLERK			
UNITED STATES POSTAL SERVICE	264.03	504545	
SIERRA SPRING WATER CO. - BT	83.94	504547	
FUNCTION 4 LLC	374.00	504610	
ODP BUSINESS SOLUTIONS, LLC	61.68	504645	783.65*
COUNTY JUDGE			

NAME	AMOUNT	CHECK NO.	TOTAL
BEAUMONT ENTERPRISE	116.13	504482	
UNITED STATES POSTAL SERVICE	.51	504545	
THE YOES LAW FIRM, LLP	500.00	504563	
JEFF R BRANICK	502.10	504568	
HARVEY L WARREN III	500.00	504585	
THOMSON REUTERS-WEST	133.38	504600	1,752.12*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	14.79	504545	14.79*
COUNTY TREASURER			
TAC - TEXAS ASSN. OF COUNTIES	250.00	504526	
UNITED STATES POSTAL SERVICE	268.30	504545	
TIM FUNCHESS	1,171.29	504588	1,689.59*
PURCHASING DEPARTMENT			
BEAUMONT ENTERPRISE	781.10	504481	
THE EXAMINER	181.25	504484	
KIRKSEY'S SPRINT PRINTING	49.90	504503	
PORT ARTHUR NEWS, INC.	513.32	504506	
UNITED STATES POSTAL SERVICE	64.08	504545	
ODP BUSINESS SOLUTIONS, LLC	247.87	504645	1,837.52*
GENERAL SERVICES			
B&L MAIL PRESORT SERVICE	882.99	504469	
CASA	30,000.00	504475	
JEFFERSON CTY. APPRAISAL DISTRICT	256,400.15	504500	
TEXAS WORKFORCE COMMISSION	.50	504529	
LJA ENGINEERING INC	840.50	504593	
WALMART CAPITAL ONE	82.64	504639	288,206.78*
DATA PROCESSING			
CDW COMPUTER CENTERS, INC.	345.26	504534	
TREVOR WILLIAMS	364.00	504638	
RALPH'S INDUSTRIAL ELECTRONICS SUPP	393.84	504649	1,103.10*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	252.89	504545	252.89*
ELECTIONS DEPARTMENT			
SIERRA SPRING WATER CO. - BT	46.96	504547	
ODP BUSINESS SOLUTIONS, LLC	475.30	504645	522.26*
DISTRICT ATTORNEY			
TDCAA BOOK ORDERS	45.00	504527	
UNITED STATES POSTAL SERVICE	58.95	504545	
WALMART CAPITAL ONE	24.24	504639	
ODP BUSINESS SOLUTIONS, LLC	516.26	504645	644.45*
DISTRICT CLERK			
COUNTY & DISTRICT CLERK ASSN. OF TX	65.00	504532	
UNITED STATES POSTAL SERVICE	153.12	504545	
FUNCTION 4 LLC	570.00	504610	
AERIALINK, LLC	525.05	504636	
ODP BUSINESS SOLUTIONS, LLC	708.63	504645	2,021.80*
CRIMINAL DISTRICT COURT			
EDWARD B. GRIPON, M.D., P.A.	795.00	504490	
ADA V. CHRISTY, CSR	990.00	504553	1,785.00*
58TH DISTRICT COURT			
REFLECTIONS	156.00	504538	

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	.60	504545	
THOMSON REUTERS-WEST	60.00	504600	216.60*
60TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	1.20	504545	1.20*
136TH DISTRICT COURT			
LEXIS-NEXIS	172.00	504546	172.00*
252ND DISTRICT COURT			
TODD W LEBLANC	800.00	504464	
WENDELL RADFORD	800.00	504509	
NATHAN REYNOLDS, JR.	900.00	504510	
MSC SYSTEMS	97.50	504533	
UNITED STATES POSTAL SERVICE	9.24	504545	
JOEL WEBB VAZQUEZ	900.00	504558	
THOMAS WILLIAM KELLEY	18,600.00	504623	22,106.74*
279TH DISTRICT COURT			
SOUTHEAST TEXAS WATER	33.95	504520	
CHARLES ROJAS	1,375.00	504536	
UNITED STATES POSTAL SERVICE	.60	504545	
KIMBERLY PHELAN, P.C.	2,750.00	504567	
RONALD PLESSALA	325.00	504577	
THOMSON REUTERS-WEST	60.00	504600	4,544.55*
317TH DISTRICT COURT			
MARVA PROVO	1,500.00	504507	
ANITA F. PROVO	150.00	504508	
CHARLES ROJAS	450.00	504536	
GLEN M. CROCKER	150.00	504549	
DONEANE E. BECKCOM	150.00	504550	
BRITTANIE HOLMES	300.00	504595	
AMAZON CAPITAL SERVICES	23.90	504652	2,723.90*
JUSTICE COURT-PCT 1 PL 1			
CASH ADVANCE ACCOUNT	177.00	504501	
UNITED STATES POSTAL SERVICE	16.69	504545	193.69*
JUSTICE COURT-PCT 1 PL 2			
UNITED STATES POSTAL SERVICE	33.12	504545	33.12*
JUSTICE COURT-PCT 2			
ODP BUSINESS SOLUTIONS, LLC	214.84	504645	214.84*
JUSTICE COURT-PCT 4			
AT&T	102.44	504523	102.44*
JUSTICE COURT-PCT 6			
TEXAS STATE UNIVERSITY SAN MARS	150.00	504521	
CDW COMPUTER CENTERS, INC.	90.71	504534	
UNITED STATES POSTAL SERVICE	24.96	504545	
DIRECTV, LLC	128.06	504641	393.73*
JUSTICE COURT-PCT 7			
KIRKSEY'S SPRINT PRINTING	24.95	504503	24.95*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	10.55	504545	
SIERRA SPRING WATER CO. - BT	48.97	504548	59.52*
COUNTY COURT AT LAW NO. 2			

NAME	AMOUNT	CHECK NO.	TOTAL
TODD W LEBLANC	400.00	504464	
NATHAN REYNOLDS, JR.	300.00	504510	
JOEL WEBB VAZQUEZ	550.00	504558	1,250.00*
MEDIATION CENTER			
ODP BUSINESS SOLUTIONS, LLC	33.89	504645	33.89*
SHERIFF'S DEPARTMENT			
FED EX	49.86	504486	
GT DISTRIBUTORS, INC.	5,389.07	504488	
ENERGY	614.98	504492	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	600.00	504498	
CASH ADVANCE ACCOUNT	611.36	504501	
SAM'S WESTERN WEAR, INC.	50.40	504513	
AT&T	176.88	504522	
UNITED STATES POSTAL SERVICE	2,028.14	504545	
ALPHA CARD SYSTEMS	409.01	504566	
RITA HURT	825.00	504592	
THOMSON REUTERS-WEST	531.60	504600	
GALLS LLC	38.00	504605	
BEARCOM / KAY ELECTRONICS	130.00	504624	
COVENANT TACTICAL LLC	28,940.00	504633	
ODP BUSINESS SOLUTIONS, LLC	3,222.44	504645	
THE MONOGRAM SHOP	15.00	504656	43,631.74*
CRIME LABORATORY			
AGILENT TECHNOLOGIES	1,668.06	504468	
FED EX	30.76	504487	
ULTRA LABELING SYSTEMS	176.01	504572	
ALDINGER COMPANY	25.00	504598	
MATERA PAPER COMPANY INC	157.25	504599	
ODP BUSINESS SOLUTIONS, LLC	217.43	504645	
BAK GLOBAL LLC	50.00	504653	
PEIFER SECURITY SOLUTIONS LLC	782.00	504657	3,106.51*
JAIL - NO. 2			
JOHNSTONE SUPPLY	667.53	504467	
BOB BARKER CO., INC.	1,776.00	504470	
HERTZ CORPORATION	351.54	504496	
KIRKSEY'S SPRINT PRINTING	24.95	504503	
M&D SUPPLY	206.07	504504	
SANITARY SUPPLY, INC.	121.76	504514	
SHERWIN-WILLIAMS	349.20	504517	
AT&T	1,456.39	504522	
ULINE SHIPPING SUPPLY SPECIALI	153.26	504530	
CDW COMPUTER CENTERS, INC.	494.74	504534	
TRAILER HITCH DEPOT	1,412.00	504537	
TEXAS GAS SERVICE	678.74	504554	
INTERCONTINENTAL JET CORP	114.60	504560	
WORLD FUEL SERVICES	382.20	504584	
MATERA PAPER COMPANY INC	511.80	504599	
CORRHEALTH PLLC	473,349.54	504618	
MOORE-ALL TEX SUPPLY	2,926.05	504620	
TRINITY SERVICES GROUP INC	25,954.28	504627	
PROFORCE LAW ENFORCEMENT	15,231.50	504640	
ODP BUSINESS SOLUTIONS, LLC	1,644.54	504645	527,806.69*
JUVENILE PROBATION DEPT.			
FED EX	4.76	504485	
SAM HOUSTON STATE UNIVERSITY	265.00	504512	
TEXAS PROBATION ASSOCIATION	700.00	504528	
UNITED STATES POSTAL SERVICE	13.52	504545	
JUVENILE JUSTICE ASSOC. OF TEXAS	395.00	504551	
ODP BUSINESS SOLUTIONS, LLC	51.77	504645	1,430.05*
JUVENILE DETENTION HOME			
BINSWANGER GLASS CO.	853.57	504472	

NAME	AMOUNT	CHECK NO.	TOTAL
S.E. TEXAS BUILDING SERVICE	2,600.00	504518	
BEN E KEITH COMPANY	2,514.86	504557	
VANSCHIECA SANDERS-CHEVIS	400.00	504569	
LASHEA JONES	75.00	504583	
AMERICAN RED CROSS	144.00	504604	
BIG THICKET PLUMBING INC	891.49	504619	
FLOWERS BAKING COMPANY OF HOUSTON	48.79	504648	
BAK GLOBAL LLC	100.00	504653	
CONSTABLE PCT 1			7,627.71*
GT DISTRIBUTORS, INC.	551.48	504488	
UNITED STATES POSTAL SERVICE	54.06	504545	
GALLS LLC	237.60	504605	
TND WORKWEAR CO LLC	48.90	504611	
COTTON CARGO	32.00	504626	
CONSTABLE-PCT 2			924.04*
CASH ADVANCE ACCOUNT	1,115.43	504501	
TAC - TEXAS ASSN. OF COUNTIES	45.00	504525	
CHRISTOPHER BATES	60.00	504596	
CONSTABLE-PCT 4			1,220.43*
AT&T	51.22	504522	
DISH NETWORK	82.36	504571	
CONSTABLE-PCT 6			133.58*
UNITED STATES POSTAL SERVICE	20.03	504545	
CONSTABLE PCT. 8			20.03*
CASH ADVANCE ACCOUNT	1,152.15	504501	
TAC - TEXAS ASSN. OF COUNTIES	230.00	504525	
COUNTY MORGUE			1,382.15*
PROCTOR'S MORTUARY INC	8,456.25	504586	
FORENSIC MEDICAL	68,820.00	504622	
AGRICULTURE EXTENSION SVC			77,276.25*
LOWE'S HOME CENTERS, INC.	105.08	504552	
WALMART CAPITAL ONE	177.92	504639	
HEALTH AND WELFARE NO. 1			283.00*
MCKESSON MEDICAL-SURGICAL INC	1.52	504535	
UNITED STATES POSTAL SERVICE	81.42	504545	
THOMSON REUTERS-WEST	157.18	504600	
ODP BUSINESS SOLUTIONS, LLC	303.11	504645	
MUNRO'S UNIFORM SERVICES, LLC	90.44	504646	
HEALTH AND WELFARE NO. 2			630.63*
BROUSSARD'S MORTUARY	1,500.00	504473	
CALVARY MORTUARY	1,500.00	504474	
GABRIEL FUNERAL HOME, INC.	1,500.00	504489	
ENTERGY	70.00	504495	
CLAYBAR HAVEN OF REST	2,480.00	504543	
THOMSON REUTERS-WEST	157.18	504600	
LISA WASHINGTON	207.64	504651	
NURSE PRACTITIONER			7,414.82*
MCKESSON MEDICAL-SURGICAL INC	240.52	504535	
BAK GLOBAL LLC	100.00	504653	
ENVIRONMENTAL CONTROL			340.52*
CASH ADVANCE ACCOUNT	1,010.74	504501	
INDIGENT MEDICAL SERVICES			1,010.74*

NAME	AMOUNT	CHECK NO.	TOTAL
LOCAL GOVERNMENT SOLUTIONS LP	3,773.00	504576	3,773.00*
EMERGENCY MANAGEMENT			
VERIZON WIRELESS	150.00	504539	150.00*
MAINTENANCE-BEAUMONT			
BINSWANGER GLASS CO.	587.60	504472	
CITY OF BEAUMONT - WATER DEPT.	129.42	504477	
COBURN SUPPLY COMPANY INC	637.04	504480	
M&D SUPPLY	19.38	504504	
SANITARY SUPPLY, INC.	2,261.21	504514	
ACE IMAGEWEAR	264.04	504516	
WHOLESALE ELECTRIC SUPPLY CO.	88.19	504531	
REFLECTIONS	208.00	504538	
AT&T GLOBAL SERVICES	5,949.32	504555	
AI FILTER SERVICE COMPANY	732.70	504591	
REXEL USA INC	250.96	504617	
RALPH'S INDUSTRIAL ELECTRONICS SUPP	107.42	504649	
			11,235.28*
MAINTENANCE-PORT ARTHUR			
BEAUMONT TRACTOR COMPANY	1,017.24	504471	
ENTERGY	3,884.40	504492	
S.E. TEXAS BUILDING SERVICE	8,774.98	504518	
LOWE'S HOME CENTERS, INC.	115.51	504552	
ATTABOY TERMITE & PEST CONTROL	168.72	504582	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	927.88	504603	
PARKER'S BUILDING SUPPLY	379.74	504650	
AMAZON CAPITAL SERVICES	799.99	504652	
			16,068.46*
MAINTENANCE-MID COUNTY			
ENTERGY	2,490.78	504492	2,490.78*
SERVICE CENTER			
ACTION AUTO GLASS	443.67	504465	
SPIDLE & SPIDLE	35,339.50	504466	
J.K. CHEVROLET CO.	261.54	504497	
PHILPOTT MOTORS, INC.	1,782.88	504505	
AT&T	88.44	504522	
VOYAGER FLEET SYSTEM, INC.	22,341.23	504556	
BUMPER TO BUMPER	1,888.68	504559	
ROBERT'S TEXACO XPRESS LUBE	133.00	504578	
AMERICAN TIRE DISTRIBUTORS	2,030.39	504579	
MIGHTY OF SOUTHEAST TEXAS	1,560.57	504590	
ADVANCE AUTO PARTS	511.82	504597	
SILSBEE FORD INC	36.75	504601	
CINTAS CORPORATION	48.16	504607	
DENNIS LOWE	606.13	504608	
MIDNIGHT AUTO	1,599.90	504609	
			68,672.66*
			1,111,435.84**
MOSQUITO CONTROL FUND			
ENTERGY	497.74	504492	
JACK BROOKS REGIONAL AIRPORT	136.76	504499	
ACE IMAGEWEAR	478.72	504516	
NEW PIG CORPORATION	322.85	504580	
LJA ENGINEERING INC	945.00	504593	
TEXAS AIRCRAFT PROPELLER & ACCESSOR	1,058.45	504614	
O'REILLY AUTO PARTS	332.65	504621	
CY-FAIR TIRE	138.95	504625	
ODP BUSINESS SOLUTIONS, LLC	681.30	504645	
AERO PERFORMANCE	360.74	504647	
			4,953.16**
J.C. FAMILY TREATMENT			
BEAUMONT OCCUPATIONAL SERVICES	166.85	504654	166.85**
SECURITY FEE FUND			

NAME	AMOUNT	CHECK NO.	TOTAL
ALLIED UNIVERSAL SECURITY SERVICES	9,295.12	504632	9,295.12**
EMPG GRANT			
VERIZON WIRELESS	2.71	504539	
WALMART CAPITAL ONE	119.26	504639	121.97**
JUVENILE PROB & DET. FUND			
VERIZON WIRELESS	65.37	504542	65.37**
GRANT A STATE AID			
SAM HOUSTON STATE UNIVERSITY	265.00	504512	
TCSI, LLC	7,936.58	504634	8,201.58**
COMMUNITY SUPERVISION FND			
UNITED STATES POSTAL SERVICE	138.41	504545	
JCCSC	1,000.00	504589	
CHARTER COMMUNICATIONS	121.42	504642	1,259.83**
SHERIFF'S TRAINING GRANT			
ENTERPRISE RENT A CAR COMPANY	1,432.00	504602	1,432.00**
COUNTY CLERK - RECORD MGT			
TYLER TECHNOLOGIES INC	5,699.82	504630	5,699.82**
CONST. PCT 1 EDUCATION			
CALIBRE PRESS	359.00	504615	359.00**
HOTEL OCCUPANCY TAX FUND			
AT&T	96.88	504522	
DISH NETWORK	143.37	504570	
MIKE'S CUSTOM PAINTING	25,408.75	504658	25,649.00**
CAPITAL PROJECTS FUND			
MCINNIS CONSTRUCTION INC	459,447.19	504574	459,447.19**
C O SERIES 2019 PROJECTS			
JOHNSON CONTROLS, INC.	12,093.25	504502	12,093.25**
AIRPORT FUND			
ENTERGY	12,920.71	504494	
AT&T	471.40	504522	
DISH NETWORK	115.37	504570	13,507.48**
AIRPORT IMPROVE. GRANTS			
GARVER LLC	47,536.75	504587	47,536.75**
SE TX EMP. BENEFIT POOL			
HOLMES MURPHY	13,750.00	504565	
EXPRESS SCRIPTS INC	107,207.85	504616	
UNITED HEALTHCARE SERVICES INC	117,943.39	504631	
BAY BRIDGE ADMINISTRATORS LLC	189,907.43	504637	428,808.67**
SETEC FUND			
INDUSTRIAL & COMMERCIAL MECHANICAL	1,652.00	504594	
MIKE'S CUSTOM PAINTING	2,561.00	504658	4,213.00**
LIABILITY CLAIMS ACCOUNT			
TRISTAR RISK MANAGEMENT	1,437.88	504562	1,437.88**
SHERIFF'S FORFEITURE FUND			

NAME	AMOUNT	CHECK NO.	TOTAL
SIMCOM TRAINING CENTER	4,920.00	504564	4,920.00**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	15,801.71	504444	
CLEAT	306.00	504445	
JEFFERSON CTY. TREASURER	12,141.27	504446	
RON STADTMUELLER - CHAPTER 13	182.31	504447	
INTERNAL REVENUE SERVICE	208.00	504448	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	3,800.00	504449	
JEFFERSON CTY. COMMUNITY SUP.	6,779.47	504450	
JEFFERSON CTY. TREASURER - HEALTH	547,234.11	504451	
JEFFERSON CTY. TREASURER - PAYROLL	2,024,926.86	504452	
JEFFERSON CTY. TREASURER - PAYROLL	702,199.81	504453	
MONEY LIFE INSURANCE OF AMERICA	43.86	504454	
POLICE & FIRE FIGHTERS' ASSOCIATION	1,574.84	504455	
JEFFERSON CTY. TREASURER - TCDRS	809,720.04	504456	
JEFFERSON COUNTY TREASURER	3,165.24	504457	
JEFFERSON COUNTY - TREASURER -	8,536.11	504458	
NECHES FEDERAL CREDIT UNION	34,570.24	504459	
JEFFERSON COUNTY - NATIONWIDE	85,899.52	504460	
SBA - U S DEPARTMENT OF TREASURY	286.87	504461	
CONSERVE	217.94	504462	
INVESCO INVESTMENT SERVICES, INC	566.66	504463	
			4,258,160.86**
LANGUAGE ACCESS FUND			
RUBEN ZAPATA	200.00	504655	200.00**
MARINE DIVISION			
CHEMAX CORP.	259.80	504476	
ENTERGY	600.55	504492	
RITTER @ HOME	173.11	504511	
SETZER HARDWARE, INC.	7.46	504515	
AT&T	108.30	504522	
SUN COAST RESOURCES, INC.	13,437.88	504524	
VERIZON WIRELESS	14.71	504541	
BUMPER TO BUMPER	5.50	504559	
LONGS TRAILER REPAIR	26.48	504573	
THE DINGO GROUP-PETE JORGENSEN MARI	139.99	504575	
INTERSTATE ALL BATTERY CENTER - BMT	218.95	504581	
VECTOR SECURITY	98.90	504613	
NEXT GENERATION POWER ENGINEERING	152.56	504635	
ODP BUSINESS SOLUTIONS, LLC	160.89	504645	
			15,405.08**
			6,432,305.18***

PUBLIC DEFENDER CONTRACT
JEFFERSON COUNTY CRIMINAL DISTRICT COURTS

CONTRACT AGREEMENT

This contract is made by and between the Jefferson County Criminal District Courts (“Courts”) [appointing authority] and David Grove (“Attorney”) [contractor], and Jefferson County, Texas (“County”) [contracting authority] for the purpose of providing legal representation and services to indigent defendants who appear before the Court¹.

In compliance with the Jefferson County Criminal District Courts’ Indigent Defense Plan (“Plan”), which is hereby incorporated herein and expressly made a part hereof for all purposes, Attorney agrees to serve as a Contract Public Defender in the Courts and to comply with all applicable Plan provisions. The parties acknowledge that the Texas Indigent Defense Commission requires certain contractual provisions in this Contract as set forth in the Texas Administrative Code².

Attorney certifies that he or she meets all of the qualifications required to serve as a Contract Public Defender pursuant to the Plan³.

Case Categories Covered: Attorney agrees to represent indigent defendants in all cases assigned to Attorney in the Courts for all pre-trial and trial matters which have not been assigned to indigent defense trial counsel, and for which the Courts have subject matter jurisdiction⁴.

Compensation: Attorney agrees to accept \$4,375.00 dollars (Four Thousand Three Hundred Seventy-Five dollars) per month by check or direct deposit to serve as Contract Public Defender. In addition, Attorney agrees to accept an additional compensation amount not to exceed \$3,000.00 dollars (Three Thousand dollars) annually to pay for required and reasonable Continuing Legal Education (“CLE”) requirements, registrations, and travel expenses related thereto. By acceptance of the flat \$4,375.00-dollar amount, Attorney agrees not to submit additional hourly billing compensation claims in any case, absent further order of the Courts under extraordinary circumstances⁵.

Investigators and Experts Compensation: Attorney shall be reimbursed for reasonable and necessary expenses as approved by the Courts, including expenses for investigators, mental

¹ 1 Tex. Admin. Code § 174.15 (2007)(Tex. Indigent Defense Comm’n, “Parties”).

² *Id.* at § 174.14 (“Awarding the Contract”).

³ *Id.* at § 174.18 (“Minimum Attorney Qualifications”).

⁴ *Id.* at § 174.17 (“Scope of Contract”).

⁵ *Id.* at § 174.25 (“Compensation and Payment Process”).

health experts, and other experts pursuant to Article 26.05(d), Texas Code of Criminal Procedure. Prior Court approval for these expenses should be obtained whenever possible⁶.

Term of Contract: This contract becomes effective on the date signed, with compensation prorated where appropriate. This contract is automatically renewed on a **month-to-month term basis** unless terminated by the Attorney or by the Courts. If this contract is terminated, Attorney will be relieved of all pending appointments and will not be required to continue representation in any case previously assigned. Cases assigned, but not yet completed or resolved in the monthly term, will be carried forward by Attorney on a month-to-month term basis. If a contract is terminated by either party in the midst of a month-to-month term, Attorney shall only be entitled to a prorated portion of the monthly fee, with no additional compensation⁷.

Contract Termination: This contract may be terminated at-will by either Attorney, or by the Courts⁸.

Independent Contractor: Attorney is not an employee of Jefferson County, but is an independent contractor who shall complete the requirements of this contract by Attorney's own means and methods of work, and in accordance with Attorney's professional legal judgment. In the course of representing any indigent criminal defendant, Attorney shall be in exclusive control of his or her professional legal judgment and shall freely and independently exercise same in the best interests of his or her client, and Attorney shall not be subject to the control of or supervision by the Courts, unless otherwise specified in this contract. The indigent criminal defendant is the Attorney's client, not Jefferson County, nor the Courts. Attorney shall provide reasonably competent, zealous legal services to each indigent criminal defendant in accordance with Attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct and the Texas Code of Criminal Procedure⁹.

Standards of Representation

(a) Attorney shall provide all services required by Senate Bill 7 as passed by the 77th General Session of the Texas Legislature in 2001, as it amends the Texas Code of Criminal Procedure.

(b) Attorney has the responsibility to complete all cases assigned during the term of the contract, and continuing during any automatic renewals of contract, and Attorney shall ensure continuity of representation of each indigent criminal defendant unless he or she is relieved or replaced by the Courts, for good cause, in accordance with Article 26.04(j)(2), Code of Criminal Procedure¹⁰.

(c) Attorney shall not assign, subcontract, or delegate any part of the services to be provided by Attorney under this contract without first obtaining the approval of the Courts. Any

⁶ *Id.* at § 174.24 (“Investigators and Experts”).

⁷ *Id.* at § 174.16; 174.25 (“Term of Contract” and “Compensation and Payment Process”).

⁸ *Id.* at § 174.16 (“Term of Contract”).

⁹ *Id.* at § 174.22 (“Standards of Representation”).

¹⁰ *Id.* at §§ 174.19; 174.20 (“Duration of Representation” and “Substitution of Attorneys”).

substitution of attorneys under this provision shall be made from the approved indigent appointment list for the Jefferson County Criminal Courts.

(d) Attorney must submit a monthly itemized¹¹ fee voucher for approval by the Courts for payment¹².

(e) Attorney must maintain at least the minimum qualifications and requirements listed in the plan¹³.

(f) Attorney agrees to indemnify and hold harmless Jefferson County from any and all claims arising from the delivery of professional services under this contract.

(g) Attorney shall maintain an office in Jefferson County and the ability to receive facsimile, telephone and email communications 24 hours a day, 7 days a week.

(h) Attorney is prohibited from accepting any payments from any indigent criminal defendant, or any third party, for legal services provided in an assigned case.

(i) Attorney is prohibited from releasing confidential attorney-client information or work product related to any case covered by this contract except as permitted by the Texas Disciplinary Rules of Professional Conduct.

Caseload Limitations: The Jefferson County Criminal District Courts' Indigent Defense Plan provides for an alternative program using "Public Defenders" and a system of "Rotation Attorneys." Public Defenders are primarily appointed to handle indigent defendants who may wish to dispose of their cases expeditiously prior to trial, and will try cases when the indigent defendant does not wish to replace them with a Rotation Attorney for trial. Due to Public Defender trial scheduling, an indigent defendant can request substitution of a Rotation Attorney. Rotation Attorneys typically replace Public Defenders for trial only when the defendant requests or agrees to the substitution. The caseload limitations contemplated in the *Guidelines for Indigent Defense Caseloads*, Texas Indigent Defense Commission (2015)(House Bill 1318, 83rd Texas Legislature) are set forth as an "annual full-time equivalent caseload". (*Guidelines* at xvii ("Executive Summary") and P. 34). As Public Defenders are typically replaced for trial by Rotation Attorneys at the defendant's request in the majority of cases, and thus rarely represent indigent defendants at trial, the caseload numbers of Public Defenders are not representative of an "annual full-time equivalent caseload."¹⁴ Accordingly, Public Defender caseloads shall not exceed 175 cases. Rotation Attorney caseloads shall be in accordance with the *Guidelines*.

Conflict: It is the policy of the Courts to ensure that Attorney does not provide representation to a defendant when doing so involves a conflict of interest¹⁵. In the event of a conflict of interest between Attorney and any indigent criminal defendant, Attorney shall

¹¹ Voucher is to be itemized by client cases resolved, and not itemized by the hour.

¹² 1 Tex. Admin. Code § 174.25 (2007)(Tex. Indigent Defense Comm'n, "Compensation and Payment Process").

¹³ *Id.* at § 174.18 ("Minimum Attorney Qualifications").

¹⁴ *Id.* at § 174.21 ("Caseload Limitations").

¹⁵ *Id.* at § 174.23 ("Conflicts of Interest").

immediately present such evidence to the Courts and, if allowed, be permitted to withdraw from further representation. Such withdrawal shall not affect the other terms of this contract.

Administration: The Courts will provide oversight and monitoring to assure that Attorney performs in accordance with the terms of this contract. The Jefferson County Criminal District Courts' legal assistant assigned to handle indigent defense records and documentation will alert the Court when the maximum caseload limit is approached by any Attorney contractor to ensure that maximum Public Defender caseloads do not exceed 175 cases. The assistant shall also bring to the Courts' attention any indigent defendant's claim of a failure to communicate by any Attorney. The legal assistant will compile all investigative expense requests and action taken into a date, case number and defendant searchable spreadsheet created on an annualized basis. The spreadsheet shall detail costs and expenditures by amount and recipient.

Forum Selection with Regard to Disputes between the Parties: Venue of any proceedings arising under or with regards to this contract shall be in a court of competent jurisdiction in Jefferson County, Texas.

Additional Terms and Conditions:

- (a) The cases handled under this contract shall exclude capital cases where the death penalty is sought¹⁶.
- (b) A determination that Attorney has provided false information in the materials submitted to the Courts in response to, or as required under, the terms of this plan will be grounds for cancellation of this contract by the Courts.
- (c) Falsification of any report, invoice, or other documentation submitted by Attorney will be grounds for cancellation or termination of this contract by the Courts.
- (d) The Jefferson County Criminal District Court Judges will maintain and review the Indigent Defense Attorneys' compliance under the Jefferson County Indigent Defense Plan.
- (e) Integration Clause: This contract constitutes the entire agreement of the parties and is not to be expanded upon, or detracted from, by parol evidence.

Contract Public Defender [contractor]

SBOT Number

Date

¹⁶*Id.* at § 174.18 (“Minimum Attorney Qualifications”).

Approved and Accepted:

Criminal District Court Judge
[appointing authority]

Date

County Judge,
Jefferson County, Texas
[contracting authority]

Date

CONTRACT COSTS

Voting Equipment

DS200 Poll Place Scanner	\$359.00
ExpressVote	\$171.00
ExpressVote Quad Cart	\$210.00
ExpressVote Curbside Cart	\$44.00
DS200 Express Cart	\$102.00
Privacy Booth	\$20.00
Ballot Box	\$5.00

Communication

ES&S Pollbook + Printer + Wifi	\$111.00
Cell Phone	\$35.00

Mandatory Signs

Large A-Frame (ID Required)	\$15.00
Large A-Frame (Notices)	\$15.00

County Programming Cost

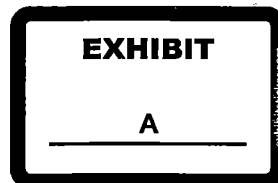
1-5 RACES	\$1,125.00
6-10 RACES	\$1,898.00
11-20 RACES	\$2,475.00
21-40 RACES	\$3,135.00
41-75 RACES	\$3,960.00
76-100 RACES	\$4,704.00

County Ballot Printing Cost

8.5 x 11	\$0.25
8.5 x 14	\$0.27
8.5 x 17	\$0.30
Sample Ballots	\$0.06

Supplies

ELECTION KITS /w Seals EV & ED	\$45.00
Mail Ballots (Per Set)	\$2.30
Supply Bag Consumables (per location)	\$25.00





**ELECTION SERVICES CONTRACT
BEAUMONT INDEPENDENT SCHOOL DISTRICT (BISD)
CITY OF BEAUMONT
PORT OF BEAUMONT**

This Contract made and entered into, by and between Jefferson County, hereinafter referred to as "County", acting herein by and through its County Judge and Commissioner's Court, joined herein by the **County Election Officer, Roxanne Acosta-Hellberg, County Clerk, and Beaumont Independent School District (BISD), CITY OF BEAUMONT AND PORT OF BEAUMONT** hereinafter referred to as "Political Subdivision(s)."

WHEREAS, Political Subdivisions are required to conduct an election on **May 6, 2023**;

THIS ELECTION SERVICES CONTRACT is made this ____ day of _____, 2023 by and between the Political Subdivision of **Beaumont Independent School District (BISD), City of Beaumont, and Port of Beaumont**, hereinafter called "Political Subdivisions" and Jefferson County, Texas, by its County Judge and joined herein by its County Elections Officer, **Roxanne Acosta-Hellberg**, hereinafter called "Contracting Officer," pursuant to Texas Election Code Section 31.092. The parties agree to enter into an Election Services Contract with each other in accordance with Chapter 271 of the Texas Election Code. This Contract is entered into in consideration of the mutual covenants and promises hereinafter set out:

1. **RECITALS.** Contracting Officer is the County Clerk of Jefferson County, Texas, and is the County Officer in charge of election duties. Political Subdivision is a political entity situated wholly or partially within Jefferson County, Texas. Political Subdivision and Contracting Officer have determined that it is in the public interest of Jefferson County voters that the following Contract be made and entered into for the purpose of having Contracting Officer furnish to Political Subdivision certain election services and equipment needed by Political Subdivision in connection with the holding of the **May 6, 2023** Election. Jefferson County's voting equipment is to be used in this Political Subdivision Election.
2. **DUTIES AND SERVICES OF CONTRACTING OFFICER.** Contracting Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:

(a) Notify and coordinate presiding election judges, alternate judges, and all other election officials to administer this Election. This list will be approved by the Political Subdivisions or its representative. Jefferson County will make emergency appointments of election officials if necessary. Compensate all election workers for time worked at the hourly rate approved by

Commissioners Court.

(b) Arrange for poll worker training through a third party or conduct necessary training. Notify all Early Voting and Election Day officials of the date, time and place thereof.

(c) Arrange for the use of early voting locations and Election Day polling locations. If emergency replacement polling locations are needed, Contracting Officer shall make necessary alternate arrangements to locate another public place (or if unavailable, a private building), and shall notify Political Subdivision as soon as possible.

(d) Procure election kits and supplies and distribute to the precinct judges and early voting deputies. Obtain from the Tax -Assessor /Voter Registrar lists of registered voters to be used in conducting the election in conformity with the boundaries of Political Subdivision and the election precincts established for the election. The Election Day list of registered voters shall be arranged in alphabetical order.

(e) Prepare and test all electronic voting equipment, format ballot styles, secure audio, oversee all equipment and voter registration database programming, assure compliance with equipment security requirements. Arrange for transport of equipment to and from polling locations.

(f) Serve as Early Voting Clerk for this Joint Election and process, print, mail, and tabulate ballots for any eligible voter, who applies for a ballot by mail including all eligible FPCA applicants. Supervise the conduct of early voting in person and appoint sufficient personnel to serve as deputy early voting clerks. Provide lists of early voters as provided by law if requested by Political Subdivision.

(g) Publish legal notice of the date, time and place of the public logic and accuracy test. Prepare test materials and conduct internal election testing, public logic and accuracy test, and tests of tabulation equipment.

(h) Arrange for the early ballot board, signature verification committee, tabulation personnel, and all equipment and supplies needed at central counting station. Tabulate early voting, election night, paper mail ballots and provisional ballots. Tabulate unofficial returns and assist in preparing the tabulation for the official canvass. Provide Political Subdivision its voter history report following the election if requested.

(i) Serve as Custodian of Records for election records in Contracting Officer's custody and provide for the retention of said election records as provided by law.

(j) Provide information services for voters and election officers.

(k) Maintain accurate records of all expenses incurred in connection with the responsibilities under this Contract and provide Political Subdivision a final invoice after the conduct of the election. Provide any detailed backup to such invoice, if requested, reflecting the charges or components of the costs set forth on the invoice submitted to Political Subdivision.

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

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

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

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

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

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

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

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

(e) Political Subdivision shall confirm with Tax-Assessor/Voter Registrar its boundaries, county voting precincts and street details within those boundaries. Political Subdivisions will validate all boundaries are defined properly within Jefferson County voter registration database, maps and street lists with block ranges and odd/even/both indicators before the coding and programming of the ballot begins. If changes are necessary after programming has begun, the Political Subdivision responsible will incur the cost of re-programming for all entities involved. Political Subdivision must proof and approve all programming work done for the jurisdiction according to the Election Day Calendar published by the Secretary of State of Texas for the **May 6, 2023 Election**, known as the SOS Election Day Calendar for **May 6, 2023**.

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

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

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

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

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

(k) The deposit will be waived for this Election Contract for all Political Subdivisions. All costs will be assessed and a detailed billed will be rendered within a reasonable time after the canvassing of the election or the receipt of all invoices needed to validate the billing. Any discrepancies in billing should be addressed immediately.

(l) Political Subdivisions agree to enter into an Election Services Contract with any other political subdivision in Jefferson County which enters into an Election Services Contract with Contracting Officer and which holds an election on **May 6, 2023**.

4. **COST OF SERVICES.** Each Political subdivisions shall share any and all expenses for the above services, supplies and equipment. Additional elections may lower costs for each entity, and election cancellations may raise costs for each entity. It is understood that other political entities may wish to participate in the use of the County's electronic voting equipment and polling locations, and it is agreed that Contracting Officer may enter into other contracts with entities for those purposes on terms and conditions

generally similar to those set forth in this Contract. Only the actual expenses directly attributable to this Contract and any prorated shared expenses may be charged to Political subdivisions, plus a 10% administrative fee.

(a.) Costs for early voting, election day, equipment delivery, supplies, mail ballots, payroll, equipment leasing, programming, and other costs will be shared proportionally between the political subdivisions entering into this Election Services Contract with the County.

5. GENERAL CONDITIONS.

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

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

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

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

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

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

(g) Jefferson County is self-insured for personal liability issues. Should Political Subdivision

desire insurance for injuries during this election or other liabilities, entity shall make such arrangements separate from this Contract.

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

(i) The parties to this Contract agree that a Political Subdivision may cancel this Contract in the event that it has no need to conduct an election by 60th day before Election Day. If Political Subdivision's election is cancelled after deadline, a \$300 Contract preparation and processing fee will be due in addition to any costs incurred by Contracting Officer on behalf of Political Subdivision prior to said cancellation.

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

6. DISPUTE RESOLUTION PROCEDURE

The parties agree to use dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. Either party must give written notice to the other party of a claim for breach of this Contract not later than the 180th day after the date of the event, giving rise to the claim. By their execution of their Contract, the parties acknowledge and knowingly and voluntarily agree that neither the execution of this Contract; nor the conduct, act or inaction by any person in the execution, administration, or performance of this Contract constitutes or is intended to constitute a waiver of the party's immunity from suit with respect to claims of third parties.

7. ENTIRE CONTRACT/AMENDMENT

This Contract constitutes the entire Contract between **Beaumont Independent School District (BISD), City of Beaumont, Port of Beaumont** and Contracting Officer. This Contract may be amended only in writing and signed by the parties.

8. NOTICES

Except as otherwise provided in this section, all notices, consents, approvals, demands, request, or other communications provided for or permitted to be given under any of the provisions of this Contract shall be in writing and shall be deemed to have duly given or served when delivered

by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as set forth below or to such other person or address as may be given in writing by either party to the other in accordance with this section:

BISD: Dr. Shannon Allen
Superintendent
Beaumont Independent School District
3395 Harrison
Beaumont, Texas 77706

CITY OF BEAUMONT: Kenneth R. Williams
City Manager
City of Beaumont, Texas
801 Main Street
Beaumont, Texas 77701

PORT OF BEAUMONT: Mr. Pat Anderson
President
Port of Beaumont
1225 Main Street
Beaumont, Texas 77701

JEFFERSON COUNTY: Roxanne Acosta-Hellberg
Jefferson County Clerk
P. O. Box 1151
Beaumont, TX 77704

IN WITNESS WHEREOF, each of the parties agrees to the terms of this Contract and has caused this Contract to be executed on the 9th day of February, 2023.

BISD:

By: Shannon Allen Attest: Georgia Cantone
Name:

C: IN WITNESS WHEREOF, each of the parties agrees to the terms of this Contract and has caused this Contract to be executed on the _____ day of _____, 20_____.

CITY OF BEAUMONT:

By: _____ Attest: _____

Name:

IN WITNESS WHEREOF, each of the parties agrees to the terms of this Contract and has caused this Contract to be executed on the _____ day of _____, 20_____.

PORT OF BEAUMONT:

By: _____
Name:

Attest: _____

IN WITNESS WHEREOF, each of the parties agrees to the terms of this Contract and has caused this Contract to be executed on the _____ day of _____, 20_____.

Jefferson County, Texas

By: _____
Name: Roxanne Acosta-Hellberg
Title: Jefferson County Clerk

CONTRACT COSTS

Voting Equipment	
Judge's Booth Controller	\$330.00
eSlate	\$330.00
Disable Access Unit (DAU)	\$396.00
Privacy Booth	\$20.00
Ballot Box	\$5.00
Communication Devices	
EA Tablet + WIFI	\$125.00
Cell Phone	\$35.00
Mandatory Signs	
Large A-Frame (ID Required)	\$15.00
Large A-Frame (Notices)	\$15.00
PROGRAMMING	COUNTY COST
1 - 5 RACES	\$1,125.00
6 - 10 RACES	\$1,898.00
11-20 RACES	\$2,475.00
21-40 RACES	\$3,135.00
41-75 RACES	\$3,960.00
76-100 RACES	\$4,704.00
BALLOT PRINTING	COUNTY COST
8.5 X 11	\$0.25
8.5 X 14	\$0.27
8.5 X 17	\$0.30
Sample Ballots	\$0.06
SUPPLIES	
ELECTION KITS / w Seals EV & ED	\$45.00
Mail Ballots (Per Set)	\$2.30
Supply Bag Consumables (per location)	\$25.00

EARLY VOTING
April 24, 2023 – May 2, 2023

May Joint Election – Citywide Polling – All precincts may vote at any Vote Center.
(Elección uniforme de mayo – Lugares de votación en todo la ciudad – Todos los precinctos pueden votar en cualquier centro de votación.)

Election Day Polling Places <i>Localizaciones</i>	Address <i>Dirección</i>	City, State, Zip Code <i>Ciudad, Estado, Código postal</i>
Rogers Park Community Center	6540 Gladys Ave	Beaumont, TX 77706
Jefferson County Courthouse (Lobby) Main Location	1085 Pearl St	Beaumont, TX 77701
John Paul Davis Community Center	3580 E. Lucas Dr	Beaumont, TX 77703
Theodore Johns Library (Meeting Room)	4255 Fannett Rd	Beaumont, TX 77705

DATES AND HOURS FOR ALL ABOVE LOCATIONS:

(Fechas y Horas para todas las localizaciones anteriores):

April 24 – 28, 2023 (Abril 24 – 28, 2023)	Monday - Friday (Lunes -Viernes)	8:00 a.m. - 5:00 p.m.
April 29, 2023 (Abril 29, 2023)	Saturday (Sábado)	8:00 a.m. - 5:00 p.m.
April 30, 2023 (Abril 30, 2023)	Sunday (Domingo)	12:00 p.m. – 5:00 p.m.
May 1 – 2, 2023 (Mayo 1 – 2, 2023)	Monday – Tuesday (Lunes – Martes)	7:00 a.m. – 7:00 p.m.

ELECTION DAY**May 6, 2023*****May Joint Election – Citywide Polling – All precincts may vote at any Vote Center.******(Eleccion uniforme de mayo – Lugares de votacion en toda la ciudad – Todos los precinctos pueden votar en cualquier centro de votacion.)***

Election Day Polling Places	Address	City, State, Zip Code
Localizaciones	Direccion	Cuidad, Estado,Codigo postal
Amelia Elementary School (Gymnasium)	565 S. Major Dr	Beaumont, TX 77707
BISD Administration Building (Boardroom)	3395 Harrison Ave	Beaumont, TX 77706
Dishman Elementary (Gymnasium)	3475 Champions Dr	Beaumont, TX 77707
BISD Career Center (First Floor Old Library)	2330 North St.	Beaumont, TX 77702
Rogers Park Community Center	6540 Gladys Ave	Beaumont, TX 77706
Roy Guess Elementary (Hallway near Gymnasium)	8055 Voth Rd.	Beaumont, TX 77708
Alice Keith Park Recreation Center	4075 Highland Ave	Beaumont, TX 77705
Charlton-Pollard Elementary (Gymnasium)	825 Jackson St	Beaumont, TX 77701
Lamar University Montagne Center (Cardinal Club Room)	4401 S. MLK Pkwy	Beaumont, TX 77705
Jefferson County Courthouse (Lobby) Main Polling Location	1085 Pearl St	Beaumont, TX 77701
MLK Middle School (Gymnasium)	1400 Avenue A	Beaumont, TX 77701
John Paul Davis Community Center	3580 E. Lucas Dr	Beaumont, TX 77703
Sterling Pruitt Center (Multi-purpose Room)	2930 Gulf St	Beaumont, TX 77703
Theodore Johns Library (Meeting Room)	4255 Fannett Rd	Beaumont, TX 77705



Board Exhibit Cover Sheet

APPROVED
2/9/2023ga

Meeting Date: February 9, 2023

Agenda Item/Exhibit Number: **II.B.3**

Agenda Item Title: Approve Joint Election Services Agreement with Jefferson County regarding Beaumont ISD Trustee Election

Cabinet Level Presenter(s): Shannon Allen

Additional Presenter(s): Sierra Fisher

Executive Summary: The Joint Election Services Agreement with Jefferson County defines the terms for the County to conduct the Beaumont ISD trustee election. Early voting will include Sunday, April 30, 2023 from 12-5. BISD high schools will not serve as polling locations.

Recommendation: Approve agreement as presented.

Budget Impact* (if applicable): Cost and fees are included on Page 9.

Funding Source (if applicable):

Compliance with Purchasing Guidelines (list applicable guidelines, including grant requirements): N/A

Policy Reference (if applicable, list policy/regulation):

Legal Review (if necessary, list attorney and firm): Sierra Fisher

Cabinet Level Presenter's Signature

Date

*CFO Signature (required if there is a budget impact)

Date

Sierra P. Fisher

General Counsel's Signature

Date



**ELECTION SERVICES CONTRACT
BEAUMONT INDEPENDENT SCHOOL DISTRICT (BISD)
CITY OF BEAUMONT
PORT OF BEAUMONT**

This Contract made and entered into, by and between Jefferson County, hereinafter referred to as "County", acting herein by and through its County Judge and Commissioner's Court, joined herein by the **County Election Officer, Roxanne Acosta-Hellberg, County Clerk, and Beaumont Independent School District (BISD), CITY OF BEAUMONT AND PORT OF BEAUMONT** hereinafter referred to as "Political Subdivision(s)."

WHEREAS, Political Subdivisions are required to conduct an election on **May 6, 2023**;

THIS ELECTION SERVICES CONTRACT is made this 7th day of February, 2023 by and between the Political Subdivision of **Beaumont Independent School District (BISD), City of Beaumont, and Port of Beaumont**, hereinafter called "Political Subdivisions" and Jefferson County, Texas, by its County Judge and joined herein by its County Elections Officer, **Roxanne Acosta-Hellberg**, hereinafter called "Contracting Officer," pursuant to Texas Election Code Section 31.092. The parties agree to enter into an Election Services Contract with each other in accordance with Chapter 271 of the Texas Election Code. This Contract is entered into in consideration of the mutual covenants and promises hereinafter set out:

1. **RECITALS.** Contracting Officer is the County Clerk of Jefferson County, Texas, and is the County Officer in charge of election duties. Political Subdivision is a political entity situated wholly or partially within Jefferson County, Texas. Political Subdivision and Contracting Officer have determined that it is in the public interest of Jefferson County voters that the following Contract be made and entered into for the purpose of having Contracting Officer furnish to Political Subdivision certain election services and equipment needed by Political Subdivision in connection with the holding of the **May 6, 2023** Election. Jefferson County's voting equipment is to be used in this Political Subdivision Election.
2. **DUTIES AND SERVICES OF CONTRACTING OFFICER.** Contracting Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:

(a) Notify and coordinate presiding election judges, alternate judges, and all other election officials to administer this Election. This list will be approved by the Political Subdivisions or its representative. Jefferson County will make emergency appointments of election officials if necessary. Compensate all election workers for time worked at the hourly rate approved by

Commissioners Court.

(b) Arrange for poll worker training through a third party or conduct necessary training. Notify all Early Voting and Election Day officials of the date, time and place thereof.

(c) Arrange for the use of early voting locations and Election Day polling locations. If emergency replacement polling locations are needed, Contracting Officer shall make necessary alternate arrangements to locate another public place (or if unavailable, a private building), and shall notify Political Subdivision as soon as possible.

(d) Procure election kits and supplies and distribute to the precinct judges and early voting deputies. Obtain from the Tax -Assessor /Voter Registrar lists of registered voters to be used in conducting the election in conformity with the boundaries of Political Subdivision and the election precincts established for the election. The Election Day list of registered voters shall be arranged in alphabetical order.

(e) Prepare and test all electronic voting equipment, format ballot styles, secure audio, oversee all equipment and voter registration database programming, assure compliance with equipment security requirements. Arrange for transport of equipment to and from polling locations.

(f) Serve as Early Voting Clerk for this Joint Election and process, print, mail, and tabulate ballots for any eligible voter, who applies for a ballot by mail including all eligible FPCA applicants. Supervise the conduct of early voting in person and appoint sufficient personnel to serve as deputy early voting clerks. Provide lists of early voters as provided by law if requested by Political Subdivision.

(g) Publish legal notice of the date, time and place of the public logic and accuracy test. Prepare test materials and conduct internal election testing, public logic and accuracy test, and tests of tabulation equipment.

(h) Arrange for the early ballot board, signature verification committee, tabulation personnel, and all equipment and supplies needed at central counting station. Tabulate early voting, election night, paper mail ballots and provisional ballots. Tabulate unofficial returns and assist in preparing the tabulation for the official canvass. Provide Political Subdivision its voter history report following the election if requested.

(i) Serve as Custodian of Records for election records in Contracting Officer's custody and provide for the retention of said election records as provided by law.

(j) Provide information services for voters and election officers.

(k) Maintain accurate records of all expenses incurred in connection with the responsibilities under this Contract and provide Political Subdivision a final invoice after the conduct of the election. Provide any detailed backup to such invoice, if requested, reflecting the charges or components of the costs set forth on the invoice submitted to Political Subdivision.

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

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

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

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

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

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

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

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

(e) Political Subdivision shall confirm with Tax-Assessor/Voter Registrar its boundaries, county voting precincts and street details within those boundaries. Political Subdivisions will validate all boundaries are defined properly within Jefferson County voter registration database, maps and street lists with block ranges and odd/even/both indicators before the coding and programming of the ballot begins. If changes are necessary after programming has begun, the Political Subdivision responsible will incur the cost of re-programming for all entities involved. Political Subdivision must proof and approve all programming work done for the jurisdiction according to the Election Day Calendar published by the Secretary of State of Texas for the **May 6, 2023 Election**, known as the SOS Election Day Calendar for **May 6, 2023**.

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

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

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

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

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

(k) The deposit will be waived for this Election Contract for all Political Subdivisions. All costs will be assessed and a detailed billed will be rendered within a reasonable time after the canvassing of the election or the receipt of all invoices needed to validate the billing. Any discrepancies in billing should be addressed immediately.

(l) Political Subdivisions agree to enter into an Election Services Contract with any other political subdivision in Jefferson County which enters into an Election Services Contract with Contracting Officer and which holds an election on **May 6, 2023**.

4. **COST OF SERVICES.** Each Political subdivisions shall share any and all expenses for the above services, supplies and equipment. Additional elections may lower costs for each entity, and election cancellations may raise costs for each entity. It is understood that other political entities may wish to participate in the use of the County's electronic voting equipment and polling locations, and it is agreed that Contracting Officer may enter into other contracts with entities for those purposes on terms and conditions

generally similar to those set forth in this Contract. Only the actual expenses directly attributable to this Contract and any prorated shared expenses may be charged to Political subdivisions, plus a 10% administrative fee.

- (a.) Costs for early voting, election day, equipment delivery, supplies, mail ballots, payroll, equipment leasing, programming, and other costs will be shared proportionally between the political subdivisions entering into this Election Services Contract with the County.

5. GENERAL CONDITIONS.

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

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

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

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

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

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

(g) Jefferson County is self-insured for personal liability issues. Should Political Subdivision

desire insurance for injuries during this election or other liabilities, entity shall make such arrangements separate from this Contract.

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

(i) The parties to this Contract agree that a Political Subdivision may cancel this Contract in the event that it has no need to conduct an election by 60th day before Election Day. If Political Subdivision's election is cancelled after deadline, a \$300 Contract preparation and processing fee will be due in addition to any costs incurred by Contracting Officer on behalf of Political Subdivision prior to said cancellation.

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

6. DISPUTE RESOLUTION PROCEDURE

The parties agree to use dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. Either party must give written notice to the other party of a claim for breach of this Contract not later than the 180th day after the date of the event, giving rise to the claim. By their execution of their Contract, the parties acknowledge and knowingly and voluntarily agree that neither the execution of this Contract; nor the conduct, act or inaction by any person in the execution, administration, or performance of this Contract constitutes or is intended to constitute a waiver of the party's immunity from suit with respect to claims of third parties.

7. ENTIRE CONTRACT/AMENDMENT

This Contract constitutes the entire Contract between **Beaumont Independent School District (BISD), City of Beaumont, Port of Beaumont** and Contracting Officer. This Contract may be amended only in writing and signed by the parties.

8. NOTICES

Except as otherwise provided in this section, all notices, consents, approvals, demands, request, or other communications provided for or permitted to be given under any of the provisions of this Contract shall be in writing and shall be deemed to have duly given or served when delivered

by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as set forth below or to such other person or address as may be given in writing by either party to the other in accordance with this section:

BISD: Dr. Shannon Allen
Superintendent
Beaumont Independent School District
3395 Harrison
Beaumont, Texas 77706

CITY OF BEAUMONT: Kenneth R. Williams
City Manager
City of Beaumont, Texas
801 Main Street
Beaumont, Texas 77701

PORT OF BEAUMONT: Mr. Pat Anderson
President
Port of Beaumont
1225 Main Street
Beaumont, Texas 77701

JEFFERSON COUNTY: Roxanne Acosta-Hellberg
Jefferson County Clerk
P. O. Box 1151
Beaumont, TX 77704

IN WITNESS WHEREOF, each of the parties agrees to the terms of this Contract and has caused this Contract to be executed on the _____ day of _____, 2023.

BISD:

By: _____
Name:

Attest: _____

C: **IN WITNESS WHEREOF**, each of the parties agrees to the terms of this Contract and has caused this Contract to be executed on the 7th day of February, 2023.

CITY OF BEAUMONT:

By: [Signature]

Attest: [Signature: Julia Broussard]

Name:

IN WITNESS WHEREOF, each of the parties agrees to the terms of this Contract and has caused this Contract to be executed on the _____ day of _____, 20_____.

PORT OF BEAUMONT:

By: _____
Name:

Attest: _____

IN WITNESS WHEREOF, each of the parties agrees to the terms of this Contract and has caused this Contract to be executed on the 21st day of March, 2023.

Jefferson County, Texas

By: 
Name: Roxanne Acosta-Hellberg
Title: Jefferson County Clerk

CONTRACT COSTS

Voting Equipment	
Judge's Booth Controller	\$330.00
eSlate	\$330.00
Disable Access Unit (DAU)	\$396.00
Privacy Booth	\$20.00
Ballot Box	\$5.00
Communication Devices	
EA Tablet + WIFI	\$125.00
Cell Phone	\$35.00
Mandatory Signs	
Large A-Frame (ID Required)	\$15.00
Large A-Frame (Notices)	\$15.00
PROGRAMMING	COUNTY COST
1 - 5 RACES	\$1,125.00
6 - 10 RACES	\$1,898.00
11-20 RACES	\$2,475.00
21-40 RACES	\$3,135.00
41-75 RACES	\$3,960.00
76-100 RACES	\$4,704.00
BALLOT PRINTING	COUNTY COST
8.5 X 11	\$0.25
8.5 X 14	\$0.27
8.5 X 17	\$0.30
Sample Ballots	\$0.06
SUPPLIES	
ELECTION KITS / w Seals EV & ED	\$45.00
Mail Ballots (Per Set)	\$2.30
Supply Bag Consumables (per location)	\$25.00

EARLY VOTING
April 24, 2023 – May 2, 2023

*May Joint Election – Citywide Polling – All precincts may vote at any Vote Center.
(Elección uniforme de mayo – Lugares de votación en toda la ciudad – Todos los precinctos pueden votar en cualquier centro de votación.)*

Election Day Polling Places <i>Localizaciones</i>	Address <i>Dirección</i>	City, State, Zip Code <i>Ciudad, Estado, Código postal</i>
Rogers Park Community Center	6540 Gladys Ave	Beaumont, TX 77706
Jefferson County Courthouse (Lobby) Main Location	1085 Pearl St	Beaumont, TX 77701
John Paul Davis Community Center	3580 E. Lucas Dr	Beaumont, TX 77703
Theodore Johns Library (Meeting Room)	4255 Fannett Rd	Beaumont, TX 77705

DATES AND HOURS FOR ALL ABOVE LOCATIONS:

(Fechas y Horas para todas las localizaciones anteriores):

April 24 – 28, 2023 (Abril 24 – 28, 2023)	Monday - Friday (Lunes -Viernes)	8:00 a.m. - 5:00 p.m.
April 29, 2023 (Abril 29, 2023)	Saturday (Sábado)	8:00 a.m. - 5:00 p.m.
April 30, 2023 (Abril 30, 2023)	Sunday (Domingo)	12:00 p.m. – 5:00 p.m.
May 1 – 2, 2023 (Mayo 1 – 2, 2023)	Monday – Tuesday (Lunes – Martes)	7:00 a.m. – 7:00 p.m.

ELECTION DAY
May 6, 2023

May Joint Election – Citywide Polling – All precincts may vote at any Vote Center.

(Elección uniforme de mayo – Lugares de votación en toda la ciudad – Todos los precinctos pueden votar en cualquier centro de votación.)

Election Day Polling Places	Address	City, State, Zip Code
<i>Localizaciones</i>	<i>Dirección</i>	<i>Ciudad, Estado, Código postal</i>
Amelia Elementary School (Gymnasium)	565 S. Major Dr	Beaumont, TX 77707
BISD Administration Building (Boardroom)	3395 Harrison Ave	Beaumont, TX 77706
Dishman Elementary (Gymnasium)	3475 Champions Dr	Beaumont, TX 77707
BISD Career Center (First Floor Old Library)	2330 North St.	Beaumont, TX 77702
Rogers Park Community Center	6540 Gladys Ave	Beaumont, TX 77706
Roy Guess Elementary (Hallway near Gymnasium)	8055 Voth Rd.	Beaumont, TX 77708
Alice Keith Park Recreation Center	4075 Highland Ave	Beaumont, TX 77705
Charlton-Pollard Elementary (Gymnasium)	825 Jackson St	Beaumont, TX 77701
Lamar University Montagne Center (Cardinal Club Room)	4401 S. MLK Pkwy	Beaumont, TX 77705
Jefferson County Courthouse (Lobby) Main Polling Location	1085 Pearl St	Beaumont, TX 77701
MLK Middle School (Gymnasium)	1400 Avenue A	Beaumont, TX 77701
John Paul Davis Community Center	3580 E. Lucas Dr	Beaumont, TX 77703
Sterling Pruitt Center (Multi-purpose Room)	2930 Gulf St	Beaumont, TX 77703
Theodore Johns Library (Meeting Room)	4255 Fannett Rd	Beaumont, TX 77705

CONTRACT COSTS

Voting Equipment

DS200 Poll Place Scanner	\$359.00
ExpressVote	\$171.00
ExpressVote Quad Cart	\$210.00
ExpressVote Curbside Cart	\$44.00
DS200 Express Cart	\$102.00
Privacy Booth	\$20.00
Ballot Box	\$5.00

Communication

ES&S Pollbook + Printer + Wifi	\$111.00
Cell Phone	\$35.00

Mandatory Signs

Large A-Frame (ID Required)	\$15.00
Large A-Frame (Notices)	\$15.00

County Programming Cost

1 -5 RACES	\$1,125.00
6 – 10 RACES	\$1,898.00
11-20 RACES	\$2,475.00
21-40 RACES	\$3,135.00
41-75 RACES	\$3,960.00
76-100 RACES	\$4,704.00

County Ballot Printing Cost

8.5 x 11	\$0.25
8.5 x 14	\$0.27
8.5 x 17	\$0.30
Sample Ballots	\$0.06

Supplies

ELECTION KITS /w Seals EV & ED	\$45.00
Mail Ballots (Per Set)	\$2.30
Supply Bag Consumables (per location)	\$25.00



**FIRST AMENDMENT TO ELECTION SERVICES CONTRACT
BEAUMONT INDEPENDENT SCHOOL DISTRICT (BISD)
CITY OF BEAUMONT
PORT OF BEAUMONT**

This First Amendment to the Contract made and entered into, by and between Jefferson County, hereinafter referred to as "County", acting herein by and through its County Judge and Commissioner's Court, joined herein by the **County Election Officer, Roxanne Acosta-Hellberg, County Clerk, and Beaumont Independent School District (BISD), CITY OF BEAUMONT AND PORT OF BEAUMONT** hereinafter referred to as "Political Subdivision(s)" on February 7, 2023."

WHEREAS, the Parties desire to amend the February 7, 2023 as follows;

This **FIRST AMENDMENT TO THE FEBRUARY 7, 2023, ELECTION SERVICES CONTRACT** is entered into this ___ day of _____, 2023. The Parties hereby substitute Exhibit "A" attached hereto and titled "CONTRACT COSTS," for Page 9, titled "CONTRACT COSTS," of the February 7, 2023, **ELECTION SERVICES CONTRACT** between the parties. All other terms and conditions of the February 7, 2023, **ELECTION SERVICES CONTRACT** remain unchanged.

IN WITNESS WHEREOF, each of the parties agrees to the terms of this First Amendment to the Election Services Contract dated February 7, 2023, and has caused this Amendment to be executed on the _____ day of _____, 2023.

BISD:

By: _____
Name:

Attest: _____

IN WITNESS WHEREOF, each of the parties agrees to the terms of this First Amendment to the Election Services Contract dated February 7, 2023, and has caused this Amendment to be executed on the _____ day of _____, 2023.

City of Beaumont:

By: _____
Name:

Attest: _____


IN WITNESS WHEREOF, each of the parties agrees to the terms of this First Amendment to the Election Services Contract dated February 7, 2023, and has caused this Amendment to be executed on the _____ day of _____, 2023.

PORT OF BEAUMONT:

By: _____ Attest: _____
Name:

IN WITNESS WHEREOF, each of the parties agrees to the terms of this First Amendment to the Election Services Contract dated February 7, 2023, and has caused this Amendment to be executed on the 21st day of March, 2023.

Jefferson County, Texas:

By: 
Name: Roxanne Acosta-Hellberg
Title: Jefferson County Clerk

CONTRACT COSTS

Voting Equipment

DS200 Poll Place Scanner	\$359.00
ExpressVote	\$171.00
ExpressVote Quad Cart	\$210.00
ExpressVote Curbside Cart	\$44.00
DS200 Express Cart	\$102.00
Privacy Booth	\$20.00
Ballot Box	\$5.00

Communication

ES&S Pollbook + Printer + Wifi	\$111.00
Cell Phone	\$35.00

Mandatory Signs

Large A-Frame (ID Required)	\$15.00
Large A-Frame (Notices)	\$15.00

County Programming Cost

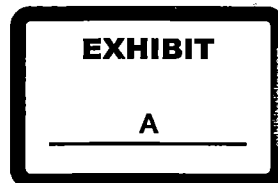
1-5 RACES	\$1,125.00
6-10 RACES	\$1,898.00
11-20 RACES	\$2,475.00
21-40 RACES	\$3,135.00
41-75 RACES	\$3,960.00
76-100 RACES	\$4,704.00

County Ballot Printing Cost

8.5 x 11	\$0.25
8.5 x 14	\$0.27
8.5 x 17	\$0.30
Sample Ballots	\$0.06

Supplies

ELECTION KITS /w Seals EV & ED	\$45.00
Mail Ballots (Per Set)	\$2.30
Supply Bag Consumables (per location)	\$25.00



RESEARCH DESIGN

OSBL Pipelines Project

The goal of the Phase I survey for this Project is to identify cultural resources within the Project survey corridor, collect sufficient data on each resource, and provide a recommendation on NRHP eligibility. Surveys will be conducted by Eclipse archaeologists and will be in accordance with the THC's *Texas Archaeological Survey Standards* and the CTA's *Intensive Terrestrial Survey Guidelines*.

The archaeological survey will be concentrated on potential USACE jurisdictional waters and previously recorded archaeological sites that cross the survey corridor. The Project also crosses lands owned/maintained by the Jefferson County {Tract 02; Parcel 110385} and the Lower Neches Valley Authority (LNVA) {Tract 04; Parcel 120427} which will be investigated and reported under Texas Antiquities Code (TAC) permit currently being applied for with the THC. The TAC permitted survey will include a 100 percent investigation of the survey corridor within Jefferson County and LNVA lands. Crews will be equipped with a differential global positioning unit (DGPS) with sub-meter accuracy. On arrival at the survey area, crews will conduct a pedestrian inspection of the area that includes:

- (1) Examination of ground surface for artifact scatters using standardized collection methods;
- (2) Observations to identify anthropogenic and natural modifications to the land surface, current land use and geomorphic setting;
- (3) Photography to document above-ground historic resources (e.g., ruinous structures and cemeteries, historic pipelines, oil wells or other oil industry-related infrastructure, historic canals, railroads, World War II missile testing facility, historic markers, and bridges more than 50 years old), present environment (flora and fauna), and disturbances; and,
- (4) Historic above-ground resources within the Project APE will be mapped, photographed, and reported.

On completion of the visual inspection, each team will systematically test the area for subsurface deposits by:

- (1) Excavating shovel tests;
- (2) Inspecting cutbank exposures, when present;
- (3) Deep archaeological testing will be employed at previously designated areas.

SHOVEL TEST EXCAVATION

Shovel testing will be the primary method of subsurface investigations. Shovel test placement within the survey corridor on private lands will target potential USACE jurisdictional waters by employing a "first terrace to first terrace" methodology. Per CTA guidelines, a minimum of 16 shovel tests will be excavated per mile, per transect along three transects within the 300-foot (91-m) -wide survey corridor, totaling 48 shovel tests per corridor mile. The investigation will also include any previously documented archaeological sites or historic standing structures within the survey corridor. These will be revisited and intensively delineated within the proposed survey corridor to determine stratigraphic integrity and the potential for buried cultural deposits, particularly in areas not previously addressed, and eligibility to the NRHP.

Shovel tests will measure a minimum 30 cm in diameter and excavated in 20-cm arbitrary levels within natural strata to the bottom of Holocene deposits or the depth attainable by a shovel (i.e. 100 cmbs). The soil matrix will be screened through 1/4-inch mesh hardware cloth, unless high clay or water content requires that they be hand sorted. Shovel test profiles, soil descriptions, relevant environmental conditions, and reason for termination will be recorded for each test. All shovel tests will be notated appropriately and assigned a unique identifier and then backfilled after all documentation and recordation with a sub-meter accurate DGPS is complete.

To assess the full horizontal extent of a site within the Project APE, positive shovel tests will be delineated following the Council of Texas Archeologists' *Intensive Terrestrial Survey Guidelines*. Site delineation will involve, at a minimum, the completion of two consecutive negative shovel tests aligned to cardinal directions within the survey corridor and laid out at appropriate intervals from the original positive no greater than 15 m. Surface scatters will be shovel tested as well for inclusion within the site. A site boundary will be established within the constraints of the Project APE and shovel tests will be restricted to the Project's survey corridor. A representative shovel test profile and environmental conditions will be photographed and documented in the field notes for each archaeological site identified.

SITE DEFINITION

Archaeological sites encountered during the investigations will be explored as thoroughly as possible within the survey corridor with consideration to land access constraints. Sites are defined by the presence of five or more cultural artifacts, the presence of cultural features, or any potential combination of cultural material and features located within a 30-m radius that are at least 50 years in age. Prehistoric archaeological sites may consist of lithic debitage and/or tools, prehistoric ceramics, or FCR concentrations. Historic sites are defined by the discovery of structural remains or concentrations of historic ceramics, glass, nails, bricks, etc. Determination of site boundaries will be made based on both surface artifact density and by the presence or lack of subsurface materials. A minimum of two shovel tests will be placed in each cardinal direction at an interval no larger than 15 m at each discrete archaeological site; additional shovel tests will be used to define boundaries for larger sites. A minimum of six shovel tests will be excavated within each archaeological site within the Project APE; larger sites may require additional shovel tests. No surface or subsurface documentation of sites will occur beyond the limits of the survey corridor. Archaeological isolated finds, identified by the presence of less than five artifacts or a single feature, will not be recorded as an archaeological site; however, information regarding the isolate's location, artifact type, material, and count will be recorded. Isolated finds will undergo the same definition methods as archaeological sites.

The location of each archaeological site will be recorded on a USGS 7.5-minute topographic map and relevant Project maps with a temporary field designation. A sketch map will be produced, showing the location of all shovel tests, site limits, surface scatters, feature locations, permanent landmarks, variations in topography and vegetation, and sources of disturbance. In addition, the shovel tests and other natural and cultural features will be recorded with a sub-meter accurate DGPS. A temporary field designation will be assigned for each site, and a State of Texas Archaeological Site Data Form will be submitted to the TARL with a request for a permanent

trinomial designation. Dr Thomas P Barrett, the Principal Investigator, will review all documentation, including methodologies, photographs, artifact assemblages, and site maps for each archaeological site recorded and perform site visits of all sites within the survey corridor.

Previously recorded archaeological sites within the survey corridor will be surveyed during Phase I fieldwork to assess preliminary recommendations regarding NRHP eligibility. State of Texas Archaeological Site Revisit Forms will be prepared and provided to the TARL with an ArcGIS shapefile of the site location.

NRHP CRITERIA

Cultural resources identified within the study corridor will be evaluated according to the criteria for listing in the NRHP (36 CFR 60.4). As defined by the National Park Service's (NPS) National Register Bulletin, the quality of significance in American history, architecture, archaeology, engineering, and culture is present in districts, sites, buildings, structures, and objects that possess integrity of location, design, setting, materials, workmanship, feeling, and association, and:

- A. that are associated with events or activities that have made a significant contribution to the broad patterns of our history; or
- B. that are associated with the lives of persons significant in our past; or
- C. that embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction; or
- D. that have yielded, or may be likely to yield, information important in prehistory or history.

Of the above criteria, it is Criterion D that is typically singled out when the eligibility of archaeological properties is determined. To operationalize this, eligibility determinations take into account the following site attributes:

- Uniqueness: How does this site or building relate and compare to similar sites or buildings in the area? Are there better representative sites of the same type and age already preserved?
- Integrity: What aspects of this site or structure remain intact enough to contribute additionally to understanding the regionally cultural history that is not now known?
- Interpretive potential: Does the site contain aspects which could be used in interpreting the area's (or the installation's) history or prehistory to the public, now or in the future?

There are several criteria indicating that a site is probably *not* eligible for listing in the NRHP. These include:

- (1) isolated artifacts (however, a unique artifact may have significance as a sacred object in rare cases);
- (2) disturbed surface artifact scatters;
- (3) sites damaged to the extent that depositional integrity has been lost (unless the site contains unique or rare artifact assemblages, for example a Paleoindian cache);

- (4) multicomponent sites in which components have been mixed due to extensive site damage or depositional processes; or
- (5) recent artifact debris (less than 50 years old, military hardware, trash dumps).

Similarly, certain physical characteristics a site may possess that make it more likely eligible:

- (1) well preserved cultural features (i.e., post holes and molds, hearths, pits, burials);
- (2) stratified deposits and/or identifiable cultural components that are isolated vertically and/or horizontally;
- (3) artifact density within stratigraphically discrete components;
- (4) single site assemblages identifiable to a specific period or culture, historic sites with well preserved and minimally disturbed features like wells, privies, foundations, chimneys; or
- (5) historic sites that are tied to specific historic personages that, through archival research, could reconstruct historic development or cultural history in the region, or historic sites that demonstrate commercial or social focus (mills, stores, shops, manufacturing facilities).

Beyond the condition of a site, or its physical characteristics, a site's significance is further evaluated according to its cultural contexts, which include "... those patterns or trends in history by which a specific occurrence, property, or site is understood and its meaning (and ultimately its significance) within history or prehistory is made" (US Department of the Interior 1990). Contexts group information into organizational formats relating historical properties through themes, geographic areas, and/or chronological periods, producing a framework to develop a research design through which the significance of an individual property is assessed. Glassow (1977) provides a series of evaluation criteria that expand on those of the NRHP and applicable to each site. Glassow's criteria include:

- Variety: the range of artifact classes within a site.
- Quantity: the frequency or density of artifacts.
- Clarity: the physical definition of boundaries within a site.
- Integrity: the degree of preservation present at a site.
- Environmental context: the surroundings of a site.

This framework operationalizes the concept of significance and research design as dynamic. In short, evaluation of site significance must take other research design foci into consideration as final eligibility recommendations are conducted. Site NRHP recommendations will be limited to the portions of sites documented within the Project's survey corridor. If the site extends outside the Project survey area, the uninvestigated portions of the site will be considered undetermined.

ABOVE-GROUND HISTORIC RESOURCES

If any historic buildings or structures are identified within the survey corridor, they will be photographed by archaeologists and investigated as an archaeological resource. An architectural historian will review any information collected by archaeologists and visit each above-ground resource to ensure complete documentation and eligibility recommendations. Shovel tests will be placed around the perimeter of standing structures to identify subsurface historic artifact deposits. Field and archival visits by an architectural historian are not included within the scope of work for

this project; however, if an above-ground historic resource is identified in the Project APE, then the relevant information and research will be completed by an architectural historian. However, a THC historic resources survey form will be completed for standing structures greater than 50 years of age located within the survey corridor.

ARTIFACTS

Eclipse archaeologists will conduct a non-collection survey on private lands and a full-collection survey on public lands. All artifacts encountered on Jefferson County or LNVA lands will be collected and curated following the standards required under the TAC permit. Artifacts not collected from private lands will be tabulated, analyzed, photographed, and documented in the field by archaeologists with extensive experience identifying and analyzing artifacts in Texas. Documentation will include artifact class, type, count, and any other relevant data. Artifact attributes, such as complex attributes on ceramics and lithic tools, and the size and counts on culturally modified burned materials will also be recorded. If applicable, only diagnostic artifacts may be collected to provide additional opportunity to conduct more detailed analysis. Any cultural materials associated with, or potentially associated with, human burials will not be collected.

ARTIFACT CURATION

Any collected cultural materials will be returned to the Eclipse offices in Fredericksburg, Texas for processing, analysis, and temporary curation. All cultural materials collected from Jefferson County or LNVA lands and project related documentation under the TAC permit will be curated following standards set forth by the Center for Archaeological Studies at Texas State University-San Marcos, a Texas-certified curatorial facility and potential location for the permanent housing of the artifacts. Costs incurred will be paid by Linde. All cultural materials collected from privately-owned lands will be returned to the landowner.

ARTIFACT ANALYSIS

Artifact analysis will include the comprehensive description of recovered artifacts using well-established descriptive and typological criteria. The analysis of prehistoric lithic artifacts will be grounded in an approach linking attributes of form and function to stages in stone tool reduction and use strategies, using Andrefsky (1998, 2001) as a guide. The analysis of historic period artifacts will be classified by major functional groups (e.g., Architecture, Clothing, Furniture, Kitchen, Personal, Arms, Tobacco, and Activities artifact categories) following South's (1977) categorization system. They will then be further categorized by material class (e.g., square-cut nail, bottle glass, clothing buttons, etc.).

UNANTICIPATED DISCOVERIES

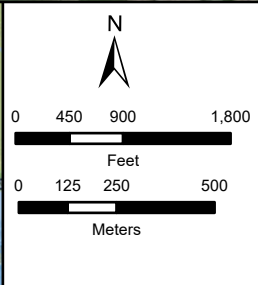
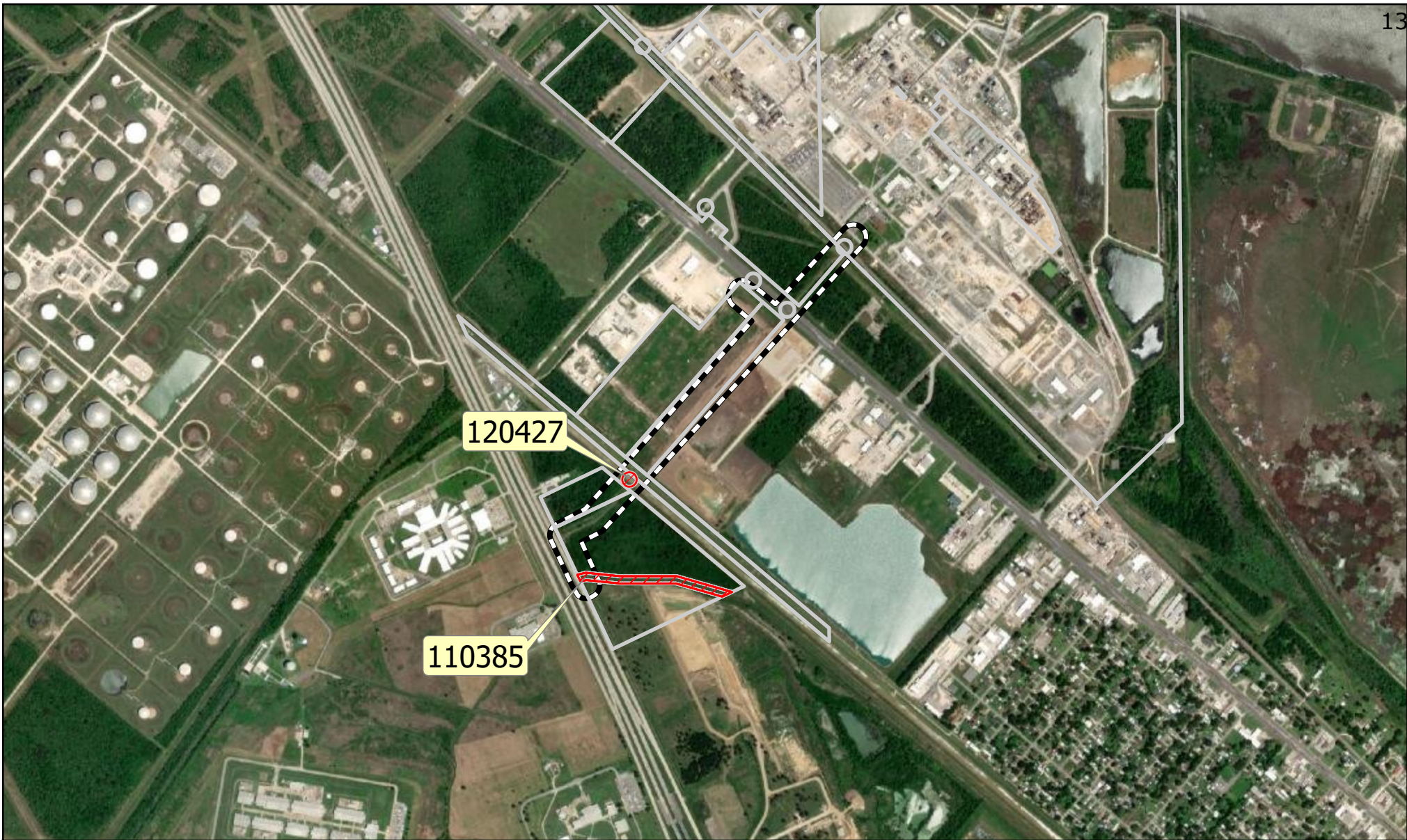
All graves, burials, and cemeteries on non-federal public and private lands are regulated under Chapter 711 of the Texas Health and Safety Code. If human remains and any associated cultural

materials or features are identified during the course of investigations, all work will immediately stop in the vicinity of these discoveries, and local authorities (coroner and sheriff), and Linde will be notified. Eclipse will also notify and consult with the permitting agencies as per the requirements of Section 106 of the NHPA. Human remains will be handled with respect and according to all prescribed procedures.

REPORTING

Following the completion of fieldwork and analysis, Eclipse will provide a report of the investigations which will include preparing maps and documentation of any sites or resources identified during the investigation. The report will include all investigations performed for the Project, including TAC lands. An additional report of investigations focused on the work performed under this current TAC permit application will also be generated. The reports will satisfy all NHPA, Texas Administrative Code, and the Council of Texas Archeologists reporting guidelines and will include previous investigations in the area, natural and cultural environmental background information, methodology employed during the investigation, the content and extent of any cultural resources encountered during survey, recommendations for further work, as appropriate, and the potential significance of any cultural resources with regard to eligibility for the NRHP.

A draft copy of the report will be submitted to Linde for review and comment. Appropriate changes will be made, and when Linde is satisfied that all the comments have been addressed, a draft report will be presented to Jefferson County, LNVA, the USACE, and THC for review. Following agency review and approval, Eclipse will generate a final report to meet all NHPA requirements.



 Project Area

Basemap: ESRI Aerial Basemap
 NAD 1983 2011 StatePlane Texas South Central FIPS 4204 F1US
 Projection: Lambert Conformal Conic
 Datum: NAD 1983 2011
 Units: Foot US



Percheron, LLC
 1904 West Grand Parkway North, Suite 200, Katy, TX, 77449

**Figure 1: Linde OSBL Pipelines Project
 Project Area Map
 Quad Map: USGS Beaumont East
 7.5-Minute Quadrangle Map
 30.013005N, -94.036497W**

Date Saved: 3/10/2023

Project Num: 05.101087.0000

Revised by: KimberlyBartos

TEXAS HISTORICAL COMMISSION

ANTIQUITIES PERMIT APPLICATION FORM ARCHEOLOGY

GENERAL INFORMATION

I. PROPERTY TYPE AND LOCATION

Project Name (and/or Site Trinomial) OSBL Pipelines Project
 County (ies) Jefferson County, Texas
 USGS Quadrangle Name and Number Beaumont East
 UTM Coordinates Zone 15R E 399681 N 3319484
 Location Linear Project – Jefferson County (Project Tract 02; Parcel 110385)

Federal Involvement Yes No
 Name of Federal Agency N/A
 Agency Representative N/A

II. OWNER (OR CONTROLLING AGENCY)

Owner Jefferson County
 Representative Jeff R. Branick
 Address 1149 Pearl Street, 4th Floor
 City/State/Zip Beaumont, Texas 77701-3638
 Telephone (include area code) 409-835-8584 Email Address jeff.branick@jeffcotx.us

III. PROJECT SPONSOR (IF DIFFERENT FROM OWNER)

Sponsor Linde Engineering Americas
 Representative Bryan Williams
 Address 1585 Sawdust Road, Suite 300
 City/State/Zip The Woodlands, Texas 77380
 Telephone (include area code) 716-319-8174 Email Address Bryan.williams@linde.com

PROJECT INFORMATION

I. PRINCIPAL INVESTIGATOR (ARCHEOLOGIST)

Name Thomas Barrett
 Affiliation Eclipse ESG
 Address 11502 N US Highway 87, Unit 3174
 City/State/Zip Fredericksburg, Texas 78624
 Telephone (include area code) 512-350-5748 Email Address tbarrett@eclipseesg.com

ANTIQUITIES PERMIT APPLICATION FORM (CONTINUED)

II. PROJECT DESCRIPTION

Proposed Starting Date of Fieldwork March 29, 2023
Requested Permit Duration 1 Years Months (1 year minimum)
Scope of Work (Provided an Outline of Proposed Work) Linde proposes to install four pipelines (1- 20 inch diameter H2 gas pipeline, 1-12 inch diameter H2 gas pipeline, 1-12 inch diameter N2 gas pipeline and 1- 12 inch diameter HDPE wastewater pipeline) within a 25 ft. wide permanent corridor and a 75-ft. wide temporary construction ROW. Construction methodologies include open trench and horizontal directional drilling at specified locations.

III. CURATION & REPORT

Temporary Curatorial or Laboratory Facility Non-collect field methodology
Permanent Curatorial Facility Center for Archaeological Studies, TSU



IV. LAND OWNER'S CERTIFICATION

I, Jeff R. Branick, as County Judge for, Jefferson County, Texas, do certify that I have reviewed the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Owner, Sponsor, and Principal Investigator are responsible for completing the terms of the permit.

Signature [Signature] Date 3.21.2023

ATTEST [Signature]

V. SPONSOR'S CERTIFICATION

I, Bryan Williams, as legal representative of the Sponsor, Linde Engineering Americas, do certify that I have review the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Sponsor, Owner, and Principal Investigator are responsible for completing the terms of this permit.

Signature _____ Date _____

VI. INVESTIGATOR'S CERTIFICATION

I, Thomas Barrett, as Principal Investigator employed by Eclipse Environmental Services Group (Investigative Firm), do certify that I will execute this project according to the submitted plans and research design, and will not conduct any work prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Principal Investigator (and the Investigative Firm), as well as the Owner and Sponsor, are responsible for completing the terms of this permit.

Signature [Signature] Date 3/08/2023

Principal Investigator must attach a research design, a copy of the USGS quadrangle showing project boundaries, and any additional pertinent information. Curriculum vita must be on file with the Archeology Division.

FOR OFFICIAL USE ONLY

Reviewer _____ Date Permit Issues _____
Permit Number _____ Permit Expiration Date _____
Type of Permit _____ Date Received for Data Entry _____

Proclamation

Sexual Assault Awareness Month

“Drawing Connections: Prevention Demands Equity”

WHEREAS, National Sexual Assault Awareness Month calls attention to the fact that sexual violence is widespread and impacts every person in this community; and,

WHEREAS, the goal of National Sexual Assault Awareness Month is to raise public awareness about sexual violence, educate communities on how to prevent it, and make the perpetrators accountable; and,

WHEREAS, 1 in 2 women and 1 in 4 men experience sexual violence in their lifetime. Sexual violence is common in youth and usually committed by someone the victim knows. Adolescents who experience sexual violence are likely to become victims again as adults.; and

WHEREAS, the theme this year for National Sexual Assault Awareness Month is, “Drawing Connections: Prevention Demands Equity”, calling on all individuals, communities, organizations, and institutions to change ourselves and the systems surrounding us to build racial equity and respect; and,

WHEREAS, there is not a one-size-fits-all solution to the problems we see in the world, but there’s a right-size solution for each individual’s needs. Practicing equity helps address imbalanced social systems and justice can take equity one step further, by changing societal systems in order to achieve sustainable and equitable access for future generations in the long-term; and,

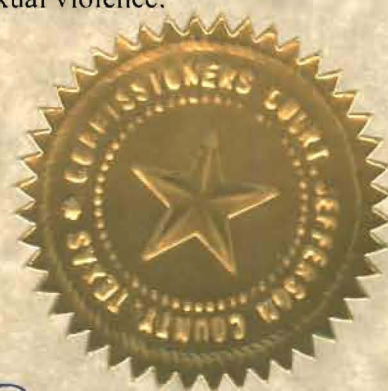
WHEREAS, we can partner with the Rape and Suicide Crisis Center of Southeast Texas and its partnering agencies to exercise courageous leadership by educating ourselves and others on the issue and impacts of sexual violence, speaking out against harmful attitudes and actions, and supporting efforts to help survivors heal; and,

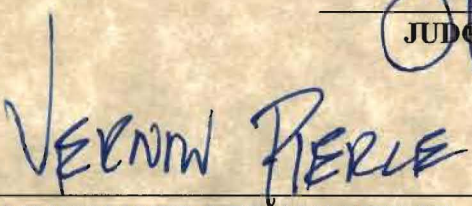
NOW, THEREFORE, BE IT RESOLVED, that the Commissioners Court of Jefferson County, does proclaim the month of April, 2023 as Sexual Assault Awareness Month and hereby encourages all to stand with survivors of sexual assault and eradicate this crime from our community, expressing our sincere gratitude to all those community members, victim service providers, and criminal justice professionals who are committed to improving our response to all survivors of sexual violence.

Signed this 21st day of March, 2023



JUDGE JEFF R. BRANICK
County Judge

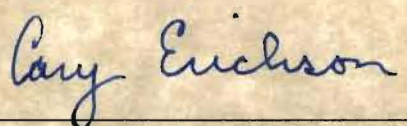




COMMISSIONER VERNON PIERCE
Precinct No. 1



COMMISSIONER MICHAEL SINEGAL
Precinct No. 3



COMMISSIONER CARY ERICKSON
Precinct No. 2



COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



PROCLAMATION

STATE OF TEXAS

§
§
§

COMMISSIONERS COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

AMERICAN RED CROSS

Whereas, in Jefferson County, we have a long history of helping our neighbors in need. American Red Cross Month is a special time to recognize and thank our heroes – those Red Cross volunteers and donors who give of their time and resources to help community members; and

Whereas, these heroes help families find shelter after a home fire, give blood to help trauma victims and cancer patients, deliver comfort items to military members in the hospital, use their lifesaving skills to save someone from a heart attack, drowning or choking and enable children around the globe to be vaccinated against measles and rubella; and

Whereas, the American Red Cross depends on local heroes to deliver help and hope during a disaster. We applaud our heroes here who give of themselves to assist their neighbors when they need a helping hand; and


Whereas, across the country and around the world, the American Red Cross responds to disasters big and small, every eight minutes to respond to a community disaster, provide shelter, food, emotional support and other necessities to those affected and collects nearly 40 percent of the nation’s blood supply; provides 24-hour support to military members, veterans and their families; teaches millions lifesaving skills, such as lifeguarding and CPR; and through its Restoring Family Links program, connects family members separated by crisis, conflict or migration; and

Whereas, 2023 marks one hundred and six years of the great work of the American Red Cross of Southeast and Deep East Texas when, a century ago, visionary businesses, organizations, institutions, and community leaders came together to bring the vital services that the American Red Cross to the people in our communities and, because of the support of our volunteers and donors, we are poised to be able to continue to be a resource for our neighbors in times of needs for the next 100 years; and


Whereas the month of March is dedicated to all those who support the American Red Cross mission to prevent and alleviate human suffering in the face of emergencies.

NOW, THEREFORE, BE IT PROCLAIMED by the Commissioners Court of Jefferson County that March, 2023 is American Red Cross Month and we encourage all Americans to support this organization and its noble humanitarian mission.

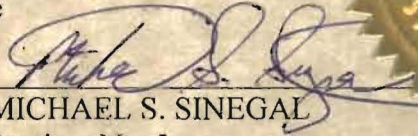
Signed this 21st day of MARCH, 2023




JUDGE JEFF R. BRANICK
County Judge



COMMISSIONER VERNON PIERCE
Precinct No. 1



MICHAEL S. SINEGAL
Precinct No. 3



COMMISSIONER CARY ERICKSON
Precinct No. 2



COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4





Joleen E. Fregia
 Chief Deputy
 E-Mail
joleen.fregia@jeffcotx.us

Tim Funchess
 County Treasurer
 1149 Pearl Street – Basement
 Beaumont, Texas 77701

Office (409) 835-8509
 Fax (409) 839-2347
 E-Mail
tim.funchess@jeffcotx.us

March 15, 2023

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

Gentlemen:

Enclosed is the Investment Schedule as of February 28, 2023, including interest earnings.

The weighted average yield to maturity on the County's investments is 4.158%. The 90 day Treasury discount rate on February 28, 2023 was 4.72% and the interest on your checking accounts for the month of February was 4.33%

Included in the attached report are the balances for the County's pledged collateral.

This report meets the requirements for investment officers in compliance with the Texas Government Code. Title 10, Section 2256.023.

This should be on the agenda March 21, 2023, to be received and filed.


Sincerely,

Tim Funchess, CIO
 Enclosure

Agenda should read:

Receive and File Investment Schedule for February, 2023, including the year to date total earnings on County funds.

JEFFERSON COUNTY MONTH END FEBRUARY 28, 2023 INVESTMENT SCHEDULE

SECURITY DESCRIPTION	SETTLEMENT DATE	PAR AMOUNT	AMOUNT PAID	PRICE PAID	EXP. YIELD	MATURITY DATE	CALL DATE	# Days to mat	# Days Invested	CUSIP/C.D. NUMBER	BROKER DEALER	CURRENT VALUE	Current Price
INVESTMENTS													
TEXAS CLASS		\$0.00	\$0.00	100	0.0000%		NONE			TX-01-0485-4001	TEXAS CLASS	\$0.00	
CDs and Securities													
FHLB 5.02% (NEW)	13-Feb-23	\$3,150,000.00	\$3,150,000.00	100	5.020%	13-Feb-25	13-Feb-24	716	731	3130AUUQ5	NATIONAL ALLIANCE	\$3,136,045.5000	\$99.5570
FHLMC 3.375%	16-Aug-22	\$5,000,000.00	\$5,000,000.00	100	3.375%	16-Feb-24	16-Nov-22	353	549	3134GXW50	WELLS SECURITIES	\$4,909,887.8500	\$98.1978
FHLB 3.875%	30-Jun-22	\$3,000,000.00	\$3,000,000.00	100	3.875%	30-Dec-24	30-Sep-22	671	914	3130ASGS2	WELLS SECURITIES	\$2,928,807.06	\$97.6289
FHLB 3.00%	23-May-22	\$3,000,000.00	\$3,000,000.00	100	3.000%	23-Feb-24	23-Aug-22	360	641	3130ARYU9	WELLS SECURITIES	\$2,934,358.62	\$97.8120
FHLB 2.25%	26-May-22	\$3,000,000.00	\$3,000,000.00	100	2.250%	26-May-23	26-Aug-22	87	365	3130AS2B4	WELLS SECURITIES	\$2,980,641.21	\$99.3547
FHLB 3.00%	28-Jul-22	\$3,000,000.00	\$3,000,000.00	100	3.000%	28-Apr-23	28-Oct-22	59	274	3130ASNH8	WELLS SECURITIES	\$2,990,604.81	\$99.6868
FHLMC 4.00%	13-Sep-22	\$5,000,000.00	\$5,000,000.00	100	4.000%	13-Sep-24	13-Dec-22	563	731	3134GXTG1	WELLS SECURITIES	\$4,902,515.55	\$98.0503
FHLB 4.00%	23-Sep-22	\$4,000,000.00	\$4,000,000.00	100	4.000%	23-Sep-24	23-Mar-23	573	731	3130AT4M6	WELLS SECURITIES	\$3,920,994.44	\$98.0249
FHLB 4.00%	28-Sep-22	\$5,000,000.00	\$5,000,000.00	100	4.000%	28-Mar-24	28-Oct-22	394	547	3130AT6U6	WELLS SECURITIES	\$4,931,479.65	\$98.6296
FHLB 4.70%	27-Oct-22	\$3,000,000.00	\$3,000,000.00	100	4.700%	27-Sep-23	27-Jan-23	211	335	3130ATQ26	WELLS SECURITIES	\$2,991,517.77	\$99.7173
FHLMC 5.08%	28-Oct-22	\$5,000,000.00	\$5,000,000.00	100	5.080%	25-Oct-24	15-Jan-23	605	728	3134GX4M3	WELLS SECURITIES	\$4,962,457.95	\$99.2492
FHLB 5.21%	30-Nov-22	\$5,000,000.00	\$5,000,000.00	100	5.210%	26-Nov-25	26-May-23	1002	1092	3130ATX69	WELLS SECURITIES	\$4,946,726.40	\$98.9945
FHLMC 5.25%	30-Nov-22	\$5,000,000.00	\$5,000,000.00	100	5.250%	23-May-25	23-May-23	815	905	3134GY4R0	WELLS SECURITIES	\$4,958,350.15	\$99.1670
INVESTMENT ACCTS													
CDs and Securities		\$0.00	\$0.00		4.158%							\$0.00	
TOTALS ALL ACCTS:		\$52,150,000.00	\$52,150,000.00			5.090%		525		DAYS		\$48,361,341.46	
PLEDGE COLLATERAL REPORT WELLS FARGO													
ALL COUNTY FUNDS AS OF FEBRUARY 28, 2023													
COMPLIANCE STATEMENT													
This is an unaudited statement made in accordance with provisions of Government Code Title 10 Section 2256.023 The Public Funds Investment Act													
The investment portfolios of Jefferson County comply with the strategies in the Jefferson County Investment Policy and Procedures.													
 Tim Funderburk, Jefferson County Treasurer/Investment Officer													

FEBRUARY 2023, JEFFERSON COUNTY INVESTMENT MATURITIES MATURED SECURITIES AND INTEREST EARNED

SECURITY DESCRIPTION	PURCHASE DATE	PAR AMOUNT	AMOUNT INVESTED	PRICE PAID	EXPECT. YIELD	MATURITY DATE	Coupon Pay DATE	# DAYS INVEST.	CUSIP/C.D. NUMBER	BROKER DEALER	INTEREST EARNINGS	Coupon
INVESTMENTS												
TEXAS CLASS												
FHLB 3.00%	23-May-22	\$3,000,000.00	\$3,000,000.00	100	3.000%	23-Feb-24	23-Aug-22	641	3130ARYU9	WELLS SECURITIES	\$45,000.00	COUPON
FHLMC 3.375%	16-Aug-22	\$5,000,000.00	\$5,000,000.00	100	3.375%	16-Feb-24	16-Nov-22	549	3134GXW50	WELLS SECURITIES	\$84,375.00	COUPON
CHECKING INTEREST												
POOLED CASH ACCT					4.330%			28	1004221717	ALLEGIANC BANK	\$482,225.21	
OTHER COUNTY ACCTS					4.330%			28		ALLEGIANC BANK	\$162,980.51	
TAX LICENSE ACCT					4.330%			28	1004224083	ALLEGIANC BANK	\$2,232.89	
TOTAL											\$776,793.61	\$776,793.61

FISCAL YEAR 2022-2023

YIELD TO MATURITY AND INTEREST EARNINGS

MONTH	90 DAY T. BILL RATE	INVESTMENT INTEREST EARNED	CHECKING ACCOUNT YIELD	TEXAS CLASS INTEREST	TEXAS CLASS YIELD
OCTOBER	4.060%	\$288,027.56	2.970%		
NOVEMBER	4.270%	\$354,039.86	3.810%		
DECEMBER	4.210%	\$465,977.41	4.020%		
JANUARY	4.580%	\$673,799.55	4.050%		
FEBRUARY	4.720%	\$776,793.61	4.330%		
MARCH					
APRIL					
MAY					
JUNE					
JULY					
AUGUST					
SEPTEMBER					
ANNUAL TOTALS		\$2,558,637.99		\$0.00	\$2,558,637.99

03/01/2023
Application Date

01-OW-23
Permit Number

N/A
State Permit Number
(If Applicable)

4
Precinct Number



JEFFERSON COUNTY OVERWEIGHT VEHICLE PERMIT

Business Name: Air Products and Chemicals, Inc. Phone Number: 310-481-7497

Business Address: Attn: Manager Real Estate, 1940 Air Products Blvd., Allentown, PA 18106-5500
Email: CORPREAL@airproducts.com

Local Representative: Tom Houser 281-874-7120

Description of Work/Type/Location: An industrial gas logistics facility owned by Air Products and located at
6900 Erie St., Beaumont, TX 77705

Description of Route: Traveling along a 2 mile stretch of Erie St. from Cardinal Drive to 6900 Erie St.,
Beaumont, TX 77705

Bond Number: _____ Bond Amount: \$200,000.00

Check Applicable Boxes: Under 100,000 Lbs. Over 100,000 Lbs. Over 200,000 Lbs.
 90 Day Renewal Permit (\$200 Fee) Original Permit Number: _____
 One (1) Year Annual Permit (\$500 Fee)

Permit Approved: Yes No (If No Reason) _____

This Overweight Vehicle Permit is granted by Jefferson County. Permittee agrees to be responsible for any and all damage to the roadway and related structures and will in all ways conform to the terms and conditions of this permit as set forth in the Jefferson County Overweight Vehicle Permit Resolution.

Air Products and Chemicals, Inc.
Business Name

Jefferson County
Michael D. Gant
County Engineer

1940 Air Products Blvd., Allentown, PA 18106-5500
Mailing Address

D. Houser
Precinct Superintendent

ENRIQUE MULLAN GENERAL MANAGER
Representative Name and Title *EM*

EM
Engineering Specialist

Enrique Mullan 02/20/2023
Representative Signature and Date

JEFFERSON COUNTY, TEXAS
ROAD AND BRIDGE DEPARTMENT
PERMIT BOND FOR HEAVY LOADS


KNOW ALL MEN BY THESE PRESENTS:

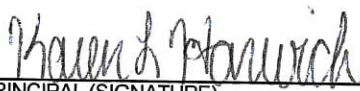
THE STATE OF TEXAS }
COUNTY OF JEFFERSON }

THAT WE, Air Products and Chemicals, Inc. (Company Name) of
1940 Air Products Blvd. Allentown, PA 18106 (Address), as
principal, and Federal Insurance Company (surety company) a
corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto
The County of Jefferson, Texas in the penal sum of \$200,000.00, to the payment of which,
well and truly be made, we hereby bind ourselves, our heirs, executors, administrators and assigns.

With this bond, the Principal and/or Surety will pay the County of Jefferson, for any and all damages that
it causes to any road, bridge, or any other structure owned or maintained by the County of Jefferson,
these damages include those by virtue of the operation of any equipment by the Principal, its agents,
employees, or subcontractors.

DATED this 1st day of April, 2023.


SURETY (SIGNATURE)
Peter M Fenó Attorney-in-Fact
(PRINT OR TYPE NAME)
Federal Insurance Company
COMPANY NAME AND ADDRESS
436 Walnut Street, Philadelphia, PA 19106
PHONE NO.: 215-640-2697


PRINCIPAL (SIGNATURE)
Karen L Harwick
(PRINT OR TYPE NAME)
Air Products and Chemicals, Inc.
COMPANY NAME AND ADDRESS
1940 Air Products Blvd. Allentown, PA 18106
PHONE NO.: 610-481-2561

(ATTACH POWER OF ATTORNEY)

Bond Expiration Date: April 1st, 2024

Bond Number: K15329890



Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Eugene A. Bartoli, Mike Cominsky, Peter M. Feno, Janine Krystofosky, Louri Weidow and Derek Zambino of Wilkes Barre, Pennsylvania -----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 11th day of February, 2020.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon ss.

On this 11th day of February, 2020 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

Katherine J. Adelaar
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 1st day of April, 2023



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com



USGS
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Contact USGS

White House | E-911 | No Fear Act | FOIA





STATE OF TEXAS
COUNTY OF JEFFERSON

COMMISSIONERS' COURT
OF JEFFERSON COUNTY, TEXAS

**AN ORDER REGARDING ROAD USE IN
JEFFERSON COUNTY**

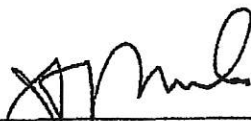
1. Pursuant to Transportation Code Chapter 251.003, the Commissioners Court may make and enforce all necessary rules and orders for the construction and maintenance of public roads; and
2. Jefferson County has suffered extensive damage to its roads as a result of persons and entities hauling loads that exceed the weight limits of such roads; and.
3. Jefferson County has been required to expend monies it did not budget to repair of roads damaged by those hauling excessively heavy loads; and
4. The Commissioners Court of Jefferson County, Texas finds it necessary to require that persons, firms or entities who will haul loads, which exceed the weight limits of county roads, first enter into an agreement to pay for costs of repairs occasioned by their hauling excessively heavy loads.

The Commissioners Court of Jefferson County, Texas does hereby adopt the attached Road Use Agreement to be executed by those who will haul loads which exceed the weight limit of any Jefferson County, Texas road.

Read and adopted by a vote of 4 ayes and 0 nays.

Signed this 26 day of August, 2013





JUDGE, JEFF R. BRANICK
County Judge

STATE OF TEXAS §
COUNTY OF JEFFERSON §

**ROAD USE AGREEMENT BETWEEN JEFFERSON COUNTY
AND AIR PRODUCTS AND CHEMICALS, INC.**

WHEREAS, Air Products and Chemicals, Inc. (hereinafter "Company") intends to conduct operations of a helium logistics facility [describe operation], (hereinafter the "Project") at a site located on 6900 Erie St., Beaumont, TX 77705 (county road name) located in Precinct No. 4; and

WHEREAS, the proposed project will require the transportation of heavy equipment or loads (loads shall include any building supplies, material or other bulk loads, including rock, gravel, cement, asphalt, timber, etc. in amounts that exceed the capacity of the road) over one or more Jefferson County, Texas road(s) identified as: [1st road name] and County [2nd road name]:
1. County Road Erie Street,
2. County Road _____; and

WHEREAS, the weight of the equipment will exceed the load bearing capacity of the identified county roads and bridges on the proposed route; and

WHEREAS, the transportation of the equipment or loads may cause substantial damage to the county roads and bridges; and

WHEREAS, Company and Jefferson County, Texas (hereinafter "County") agree that the transportation of this equipment or loads is necessary for the Project and that the County should be compensated for any damages or additional maintenance costs incurred by the County as a result of the Project; and

WHEREAS, the Company and County hereby agree and contract as follows:

1. Company may utilize County road Erie Street and County road _____ for the transport of all necessary equipment and/or loads to the Project location on the designated county roads without weight limitations for a time period from a commencement date of 01 April, 2023 to a termination date of 01 April, 2024. The Project time period may be extended only by written agreement of the County after not less than five (5) days notice of a need for extension by Company.
2. Company shall pay County its actual cost, including labor, equipment use (including fuel, depreciation and overhead costs) and materials, for all repairs, replacement or maintenance incurred as a result of the transport of equipment to or from the Project location. An estimate of these costs is attached as Exhibit 1 and incorporated herein by reference.
3. Company shall provide County details of preliminary work Company will perform prior to use of road, for example: install two 1" X 8' X 25' steel plates across the bridge located north of the intersection of County [road name: _____] and County [2nd road name: _____] for additional support.

4. Company shall provide a surety bond in the sum of [\$ 200,000.00 Estimated cost] dollars with the County Treasurer of Jefferson County, Texas upon execution of this agreement. All provisions of this agreement are contingent upon review and approval of the bond by the Jefferson County, Texas Commissioners Court. The bond shall provide for prompt payment by the surety upon demand by County for the repairs, replacement and maintenance costs incurred to return the road to substantially the same condition the road possessed prior to the commencement date of the project. However, the liability of Company for such costs is not limited to the face amount of the bond and Company agrees to pay any additional sums actually incurred to return the road to substantially the same condition of the road prior to the commencement date upon demand.

5. Company agrees to provide 48 hours notice to the County Commissioner or Road Superintendant for Precinct No. 4 of Jefferson County, Texas before transporting any equipment on County [road name: Erie Street and County [2nd road name: _____] that would interrupt the normal flow of traffic. Company agrees to bear the cost of any County manpower and equipment necessary to interrupt and redirect traffic during any interruption of the normal flow of traffic.

Agreed and executed this 21 day of March, 2023



 Jefferson County Judge


Approved by Jefferson County Commissioners Court on the 21 day of March, 2023


Attest:



 Jefferson County Clerk





 Authorized Agent for Air Products and Chemicals, Inc. 
GENERAL MANAGER

THE STATE OF TEXAS,
 HARRIS
COUNTY OF ~~JEFFERSON~~

§
§
§

I, Thomas S. Houser a notary public, do hereby certify that on this 20TH day of FEBRUARY, 2023, personally appeared before me ENRIQUE MILLAN, being by me first duly sworn, declared that he is the GENERAL MANAGER of AIR PRODUCTS AND CHEMICAL, INC. and that he has been duly authorized to execute the foregoing document on behalf of the Company.

SWORN TO AND SUBSCRIBED before me on this 20TH day of FEBRUARY, 2023.

Thomas S. Houser

Notary Public, State of Texas
Notary's Typed/Printed Name
My commission expires

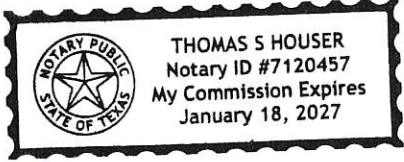


Exhibit 1

Estimate of Cost:

Length of [1st road name]:
 Type of road surface/material:
 Number of culverts/bridges:
 Any other special features:
 Length of [2nd road name]:
 Type of road surface/material:
 Number of culverts/bridges:
 Any other special features:

Anticipated cost of Repair:

Repeat for each Road: [1st road name]

Labor: (Rate includes salary/benefits/overtime, where applicable)

Foreman \$ 34 per hour x _____ hours = \$ _____Equipment Operator \$ 27 per hour x _____ hours = \$ _____Other \$ 25 per hour x _____ hours = \$ _____

Equipment: (Rate includes fuel, depreciation and overhead costs (insurance).)

Truck \$ 80 per hour x _____ hours = \$ _____Grader \$ 80 per hour x _____ hours = \$ _____Other \$ 80 per hour x _____ hours = \$ _____

Material: (Rate includes cost to acquire and transport to location)

Base mtl \$ 100 Per Ton + \$ _____ per hour x _____ hours = \$ _____Asphalt \$ 100 Per Ton + \$ _____ per hour x _____ hours = \$ _____Other at \$ 100 Per Ton + \$ _____ per hour x _____ hours = \$ _____Total for [1st road name] \$ _____



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USGS National Wetlands Inventory



FILED FOR RECORD ON _____, 2023 AT ____ O'CLOCK ____ M.
LAURIE LEISTER, COUNTY CLERK, JEFFERSON COUNTY, TEXAS

BY _____

RECORDED ON _____, 2023 AT ____ O'CLOCK ____ M.

UNDER FILE No. _____
OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS

BY _____, DEPUTY CLERK

**LOT 24-C
METES AND BOUNDS DESCRIPTION**

Being a 7.737 acres tract of land in the RAMSEY H. PARKER SURVEY, SECTION No. 158, ABSTRACT No. 651 and being all of Lot 23, all of Lot 24-A and all of Lot 24-B of Dunn Subdivision, according to the map thereof recorded under County Clerk's File No. 2022023037 in the Official Public Records of Jefferson County, Texas and the herein described tract of land being more particularly described by metes and bounds as follows:

FOR LOCATIVE PURPOSES COMMENCING at a 1/2" iron rod found in the east right-of-way line of Englin Road for the northeast corner of Lot 25 of the said Dunn Subdivision the said iron rod having a State Plane Coordinate value of North 13,865,818.87' and East 3,449,703.31';

THENCE South 03 deg. 53 min. 51 sec. East (called "South 02 deg. 55 min. 37 sec. East"), along and with the said east right-of-way line of Englin road and east line of said Lot 25, a total distance of 158.13 feet, to a point in the approximate centerline of the South Fork of Mayhaw Bayou for the northeast corner of the said Lot 24-A and northeast corner and POINT OF BEGINNING of the said herein described tract of land, the said point having a State Plane Coordinate value of North 13,865,661.11' and East 3,449,714.04';

THENCE South 03 deg. 53 min. 32 sec. East (called "South 02 deg. 55 min. 37 sec. East"), along and with the said east right-of-way line of Englin Road and east line of said Lot 24-A, a total distance of 53.65 feet (called "53.65 feet"), to an iron rod (bent) found for an angle point corner of the said herein described tract of land;

THENCE South 03 deg. 53 min. 51 sec. East (called "South 02 deg. 55 min. 37 sec. East"), continuing along and with the said east right-of-way line of Englin Road, the east line of said Lot 24-A, the east line of said Lot 24-B and east line of said Lot 23, a total distance of 653.08 feet (called "652.82 feet"), to a 1/2" steel rod with "AW&C LLC" cap set for the southeast corner of said Lot 23 and southeast corner of the said herein described tract of land;

THENCE South 87 deg. 04 min. 59 sec. West (called "South 87 deg. 04 min. 23 sec. West"), along and with the south line of said Lot 23, a total distance of 809.60 feet (called "809.60 feet"), to a point in the hereinbefore said approximate centerline of the South Fork of Mayhaw Bayou for the southwesterly corner of said Lot 23 and southwesterly corner of the said herein described tract of land;

THENCE along and with the said approximate centerline of the South Fork of Mayhaw Bayou and the westerly line of the said Lot 23, Lot 24-B and Lot 24-A, the following nine courses:

- North 33 deg. 27 min. 43 sec. East (called "North 33 deg. 47 min. 20 sec. East"), a total distance of 57.26 feet;
- North 49 deg. 57 min. 03 sec. East (called "North 50 deg. 16 min. 40 sec. East"), a total distance of 138.75 feet (called "138.75 feet");
- North 61 deg. 31 min. 00 sec. East (called "North 61 deg. 50 min. 37 sec. East"), a total distance of 50.45 feet (called "50.45 feet");
- North 41 deg. 54 min. 51 sec. East (called "North 42 deg. 14 min. 28 sec. East"), a total distance of 92.65 feet (called "92.65 feet");
- North 16 deg. 19 min. 16 sec. East (called "North 16 deg. 38 min. 53 sec. East"), a total distance of 200.00 feet (called "200.00 feet");
- North 42 deg. 13 min. 33 sec. East (called "North 42 deg. 33 min. 10 sec. East"), a total distance of 147.45 feet (called "147.45 feet");
- North 51 deg. 14 min. 43 sec. East (called "North 51 deg. 34 min. 20 sec. East"), a total distance of 200.02 feet (called "200.02 feet");
- North 56 deg. 19 min. 39 sec. East (called "North 55 deg. 39 min. 16 sec. East"), a total distance of 157.23 feet (called "157.23 feet") to a point for the most northerly northwest corner of the hereinbefore said Lot 24-A and northwest corner of the said herein described tract of land;
- North 89 deg. 39 min. 16 sec. East (called "North 89 deg. 30 min. 43 sec. East"), a total distance of 75.91 feet (called "80.75 feet"), returning back to the POINT OF BEGINNING and containing 7.737 acres of land, more or less.

DRAINAGE DISTRICT No. 3 (DD3) NOTES:

DD3 ditches referenced on this plat indicate the location and existence of known drainage ditches currently on the subject tract as shown on the Plat of Dunn Subdivision, recorded under County Clerk's File No. 2022023037 in the Official Public Records of Jefferson County, Texas and being perpetual, non-exclusive easements 25 feet on each side of the ditch tops. No structures or improvements, i.e., fences or buildings shall be placed in or across DD3 Easements depicted hereon. Additionally, no culverts, bridges, low flow crossings or other structures shall be placed in DD3 ditches or easements, shown hereon, without engineered design and DD3 approval.

COUNTY NOTES:

LOT OWNERS SHALL NOT BE ALLOWED TO INSTALL CULVERTS OR SURFACE DRAIN SYSTEMS TO REPLACE THE OPEN DITCH SYSTEM ON COUNTY ROADS FRONTING THEIR LOT(S) OTHER THAN ALLOWED BY THE COUNTY FOR DRIVEWAYS.

DEVELOPMENT REGULATION NOTES:

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

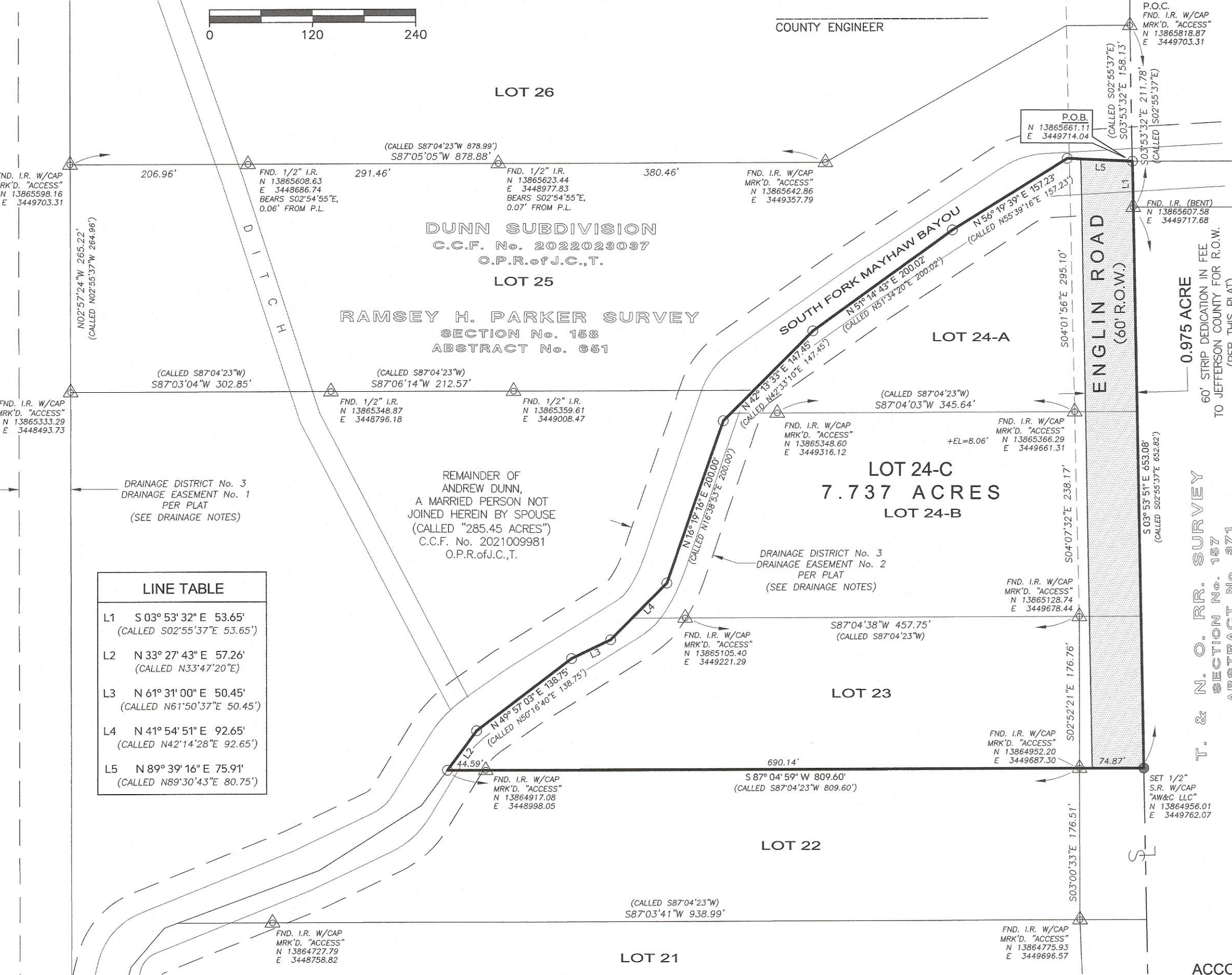
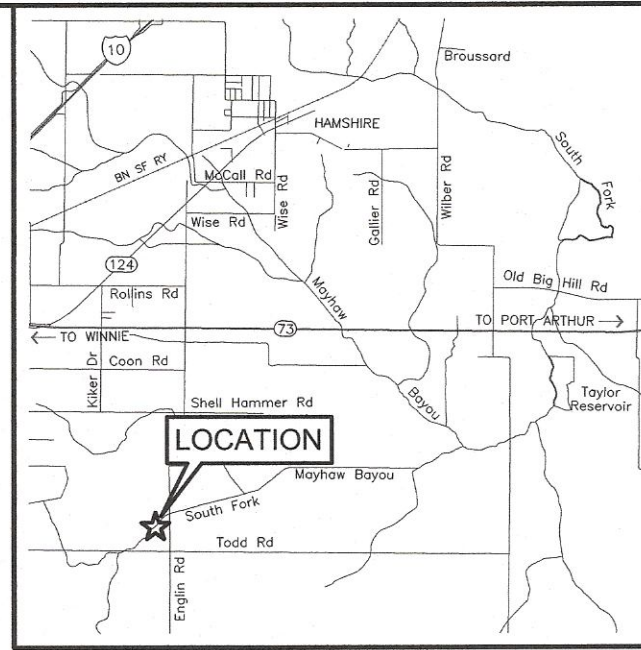
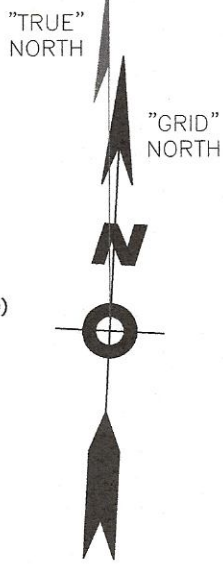
NO MORE THAN ONE SINGLE FAMILY RESIDENCE SHALL BE LOCATED ON EACH LOT.

SCHOOL DISTRICT NOTE:

THE SUBDIVISION SHOWN HEREON IS LOCATED WITHIN THE BOUNDARIES OF THE HAMSHIRE-FANNETT I.S.D.

LEGEND

- FOUND OBJECT AS SHOWN
- SET 1/2" STEEL ROD WITH CAP MARKED "AW&C LLC"
- POINT FOR CORNER (NOT MARKED)
- OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS



LINE TABLE

L1	S 03° 53' 32" E 53.65' (CALLED S02°55'37"E 53.65')
L2	N 33° 27' 43" E 57.26' (CALLED N33°47'20"E)
L3	N 61° 31' 00" E 50.45' (CALLED N61°50'37"E 50.45')
L4	N 41° 54' 51" E 92.65' (CALLED N42°14'28"E 92.65')
L5	N 89° 39' 16" E 75.91' (CALLED N89°30'43"E 80.75')

UTILITIES NOTE:

ELECTRICAL UTILITY SERVICE: ENTERGY
TELEPHONE UTILITY SERVICE: UNKNOWN
GAS UTILITY SERVICE: UNKNOWN
WATER UTILITY SERVICE: UNKNOWN
SEWER UTILITY SERVICE: UNKNOWN
CABLE UTILITY SERVICE: UNKNOWN

SEWAGE DISPOSAL NOTE:

No structure shall be occupied until connected to a public sewer system, or to an on-site wastewater system which has been approved and permitted by Jefferson County.

INDIVIDUAL WATER SUPPLY NOTE:

No structure shall be occupied until connected to a public water supply, state approved community water system, or engineered rainwater collection system.

REQUIRED CLEAR SPACE FOR AN ON-SITE SEWAGE FACILITY (OSSF)

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 (1-2 BEDROOMS)<1500 SQ.FT.	225	6428	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 FOR PROPER SIZES

SURVEYOR NOTES:

DIMENSIONS INDICATED HEREON ARE GRID DIMENSIONS DETERMINED BY G.P.S. SURVEYING, BASED UPON THE ALLTERRA CENTRAL, TRIMBLE V.R.S. R.T.K. G.P.S. NETWORK, REFERENCED TO THE (N.A.D. 83) TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204) AND THE NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D.88) USING GEOID MODEL "GEOID 18". COORDINATE, DISTANCE AND ELEVATION UNITS ARE U.S. SURVEY FEET.
CONVERGENCE ANGLE: 02' 17" 18.62970".
SCALE FACTOR = 0.999895172, COMBINED FACTOR = 0.9998988784, AT THE P.O.B., THE NORTHEAST CORNER OF THE SUBJECT TRACT.
(*CORPSCON v6.0.1", U.S.A.C.E.).

FLOOD ZONE: B ("AREA OF 100 AND 500 YEAR FLOOD")
FIRM: 480385 0375 B
DATED: 06-01-1983
FLOOD ZONE DETERMINED FROM FEMA MAP. AW&C DOES NOT WARRANT OR NECESSARILY SUBSCRIBE TO THE ACCURACY OF SAID FEMA MAP.

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

OWNER'S CERTIFICATION

I, DEVIN C. KING AND ALISON MAE KING, OWNER OF THE 7.737 ACRES TRACT OF LAND, SUBDIVIDED AND DESCRIBED ON THE ABOVE AND FOREGOING MAP DO HEREBY MAKE SUBDIVISION OF SAID PROPERTY.

WITNESS OUR HANDS IN JEFFERSON COUNTY, TEXAS, _____

THIS 28 DAY OF February, A.D., 2023.

Devin C. King
DEVIN C. KING
OWNER

Alison Mae King
ALISON MAE KING
OWNER

STATE OF TEXAS North Carolina
COUNTY OF JEFFERSON Cumberland

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED DEVIN C. KING AND ALISON MAE KING, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,

THIS 28 DAY OF February, A.D., 2023.

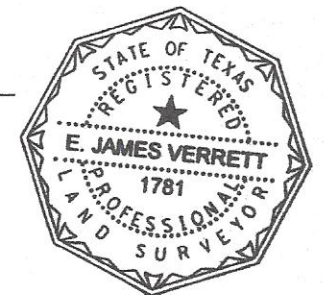
Margaret Cannon
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS North Carolina
MY COMMISSION EXPIRES 12 Dec 2027 (DATE)

Margaret Cannon
Notary Public
Cumberland County, NC
My Commission Expires: Dec. 12, 2027

SURVEYOR'S CERTIFICATION

THIS IS TO CERTIFY THAT I, E. JAMES VERRETT, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, HAVE PLATTED THE ABOVE SUBDIVISION FROM AN ACTUAL SURVEY ON THE GROUND AND THAT ALL BLOCK CORNERS, ANGLE POINTS AND POINTS OF CURVE ARE PROPERLY MARKED OR REFERENCED WITH 1/2" STEEL RODS WITH PLASTIC CAP MARKED "AW&C LLC" OR FOUND AS SHOWN, AND THAT THIS PLAT CORRECTLY REPRESENTS THAT SURVEY MADE UNDER MY SUPERVISION.

E. James Verrett
E. JAMES VERRETT
R.P.L.S. No. 1781



CERTIFICATE OF COUNTY APPROVAL

APPROVED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS.

THIS ____ OF _____, 2023, AUTHORIZING THE FILING FOR RECORD OF THIS PLAT. JEFFERSON COUNTY ASSUMES NO OBLIGATIONS FOR THE MAINTENANCE OF STREETS, ROAD, DRAINAGE OR ANY OTHER IMPROVEMENTS.

COMMISSIONER, PRECINCT No. 1 _____ COMMISSIONER, PRECINCT No. 2 _____

COMMISSIONER, PRECINCT No. 3 _____ COMMISSIONER, PRECINCT No. 4 _____

COUNTY JUDGE _____

LOT 24-C
A MINOR PLAT OF LOT 23, LOT 24-A AND LOT 24-B OF DUNN SUBDIVISION, ACCORDING TO THE MAP THEREOF RECORDED UNDER C.C.F. No. 2022023037, IN THE OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS AND BEING A 7.737 ACRES TRACT IN THE RAMSEY H. PARKER SURVEY, SECTION No. 158, ABSTRACT No. 651, JEFFERSON COUNTY, TEXAS

Engineering F-16194 Surveying 10194049

ARCENEAUX WILSON & COLE
engineering | surveying | planning

3120 Central Mall Drive Port Arthur, TX 77642 409.724.7888 awceng.com

LS23-006
DATE OF PLAT: FEBRUARY 9, 2023

FILED FOR RECORD ON _____, 2023 AT ____ O'CLOCK ____ M.
LAURIE LEISTER, COUNTY CLERK, JEFFERSON COUNTY, TEXAS

BY _____

RECORDED ON _____, 2023 AT ____ O'CLOCK ____ M.

UNDER FILE No. _____
OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS

BY _____, DEPUTY CLERK

**LOT 27-A
METES AND BOUNDS DESCRIPTION**

Being a 9.225 acres tract of land in the RAMSEY H. PARKER SURVEY, SECTION No. 158, ABSTRACT No. 651 and being all of Lot 26 and all of Lot 27 of Dunn Subdivision, according to the map thereof recorded under County Clerk's File No. 2022023037 in the Official Public Records of Jefferson County, Texas and the herein described tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod found in the east right-of-way line of Englin Road and the southeast corner of that certain tract of land (called "4.532 acres"), described in that certain instrument to Bryan Glyn Brewer, et ux, recorded under County Clerk's File No. 2020027103 in the Official Public Records of Jefferson County, Texas, the northeast corner of said Lot 27 and northeast corner and **POINT OF BEGINNING** of the said herein described tract of land, the said iron rod having a State Plane Coordinate value of North 13,866,013.70' and East 3,449,693.08';

THENCE South 03 deg. 00 min. 13 sec. East (called "South 02 deg. 55 min. 37 sec. East"), along and with the said east right-of-way line of Englin Road and east line of said Lot 27 and east line of said Lot 26, a total distance of 195.10 feet (called "194.74 feet"), to an iron rod with "ACCESS" cap found for the southeast corner of said Lot 26 and southeast corner of the said herein described tract of land;

THENCE South 87 deg. 04 min. 14 sec. West, along and with the most easterly south line of said Lot 26, a total distance of 73.73 feet, to a 1/2" steel rod with "AW&C LLC" cap set in the west right-of-way line of said Englin Road for an angle point corner of said Lot 26 and an angle point corner of the said herein described tract of land;

THENCE South 57 deg. 38 min. 42 sec. West, along and with the southeasterly line of said Lot 26, a total distance of 321.85 feet, to an iron rod with "ACCESS" cap found for an angle point corner of said Lot 26 and an angle point corner of the said herein described tract of land;

THENCE South 87 deg. 05 min. 05 sec. West (called "South 87 deg. 04 min. 23 sec. West"), along and with the most westerly south line of said Lot 26, a total distance of 878.88 feet (called "878.99 feet"), to an iron rod with "ACCESS" cap found for the southwest corner of said Lot 26 and the southwest corner of the said herein described tract of land;

THENCE North 02 deg. 57 min. 05 sec. West (called "North 02 deg. 55 min. 37 sec. West"), along and with the west line of said Lot 26, a total distance of 217.91 feet (called "218.09 feet"), to an iron rod (bent) found for the common west corner of said Lot 26 and Lot 27 and an angle point corner of the said herein described tract of land;

THENCE North 02 deg. 51 min. 17 sec. West (called "North 02 deg. 55 min. 37 sec. West"), along and with the west line of said Lot 27, a total distance of 135.56 feet (called "135.63 feet"), to an iron rod found in the south line of that certain tract of land (called "80 acres"), described in that certain instrument to Paul Adams and Shirley Alphin, recorded under Film Code No. 101-37-0729 in the Official Public Records of Jefferson County, Texas, for the northwest corner of said Lot 27 and the northwest corner of the said herein described tract of land;

THENCE North 87 deg. 05 min. 32 sec. East (called "North 87 deg. 06 min. 52 sec. East"), along and with the said south line of the "80 acres" tract, the south line of the hereinbefore said "4.532 acres" tract and north line of said Lot 27, a total distance of 1232.59 feet (called "1233.03 feet"), returning back to the POINT OF BEGINNING and containing 9.225 acres of land, more or less.

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

DRAINAGE DISTRICT No. 3 (DD3) NOTES:

DD3 ditches referenced on this plat indicate the location and existence of known drainage ditches currently on the subject tract as shown on the Plat of Dunn Subdivision, recorded under County Clerk's File No. 2022023037 in the Official Public Records of Jefferson County, Texas and being perpetual, non-exclusive easements 25 feet on each side of the ditch tops. No structures or improvements, i.e., fences or buildings shall be placed in or across DD3 Easements depicted hereon. Additionally, no culverts, bridges, low flow crossings or other structures shall be placed in DD3 ditches or easements, shown hereon, without engineered design and DD3 approval.

COUNTY NOTES:

LOT OWNERS SHALL NOT BE ALLOWED TO INSTALL CULVERTS OR SURFACE DRAIN SYSTEMS TO REPLACE THE OPEN DITCH SYSTEM ON COUNTY ROADS FRONTING THEIR LOT(S) OTHER THAN ALLOWED BY THE COUNTY FOR DRIVeways.

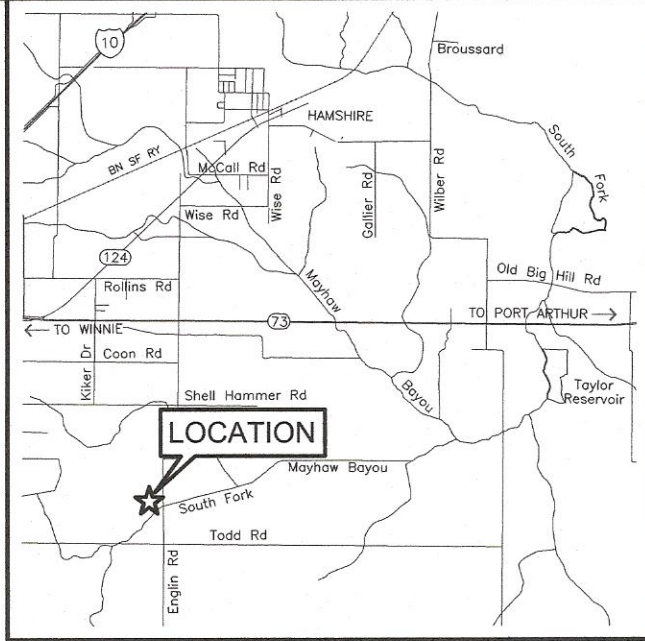
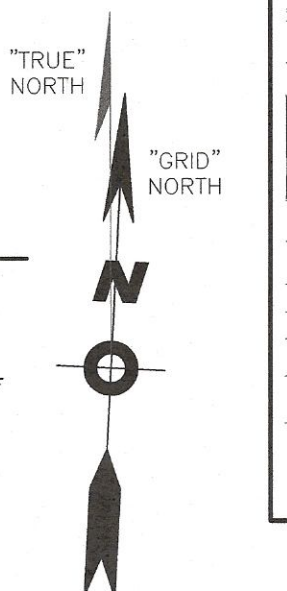
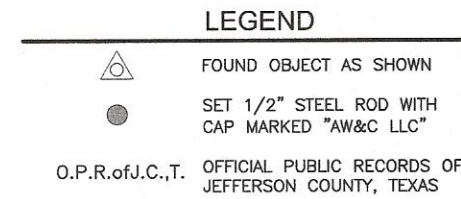
DEVELOPMENT REGULATION NOTES:

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

NO MORE THAN ONE SINGLE FAMILY RESIDENCE SHALL BE LOCATED ON EACH LOT.

SCHOOL DISTRICT NOTE:

THE SUBDIVISION SHOWN HEREON IS LOCATED WITHIN THE BOUNDARIES OF THE HAMSHIRE-FANNETT I.S.D.



SURVEYOR NOTES:

DIMENSIONS INDICATED HEREON ARE GRID DIMENSIONS DETERMINED BY G.P.S. SURVEYING, BASED UPON THE ALLTERRA CENTRAL TRIMBLE V.R.S. R.T.K. G.P.S. NETWORK, REFERENCED TO THE (N.A.D. 83) TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204) AND THE NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D.88) USING GEOD MODEL "GEOD 18". COORDINATE, DISTANCE AND ELEVATION UNITS ARE U.S. SURVEY FEET.

CONVERGENCE ANGLE: 02' 17" 18.59155", SCALE FACTOR = 0.999895307, COMBINED FACTOR = 0.999898920, AT THE P.O.B., THE NORTHEAST CORNER OF THE SUBJECT TRACT. (*CORPSCON 6.01" U.S.A.C.E.).

FLOOD ZONE: B ("AREA OF 100 AND 500 YEAR FLOOD")
FIRM: 480385 0375 B
DATED: 06-01-1983
FLOOD ZONE DETERMINED FROM FEMA MAP. AW&C DOES NOT WARRANT OR NECESSARILY SUBSCRIBE TO THE ACCURACY OF SAID FEMA MAP.

OWNER'S CERTIFICATION

WE, JESSICA KING AND ELIZABETH KING, OWNERS OF THE 9.225 ACRES TRACT OF LAND, SUBDIVIDED AND DESCRIBED ON THE ABOVE AND FOREGOING MAP DO HEREBY MAKE SUBDIVISION OF SAID PROPERTY.

WITNESS OURS HANDS IN JEFFERSON COUNTY, TEXAS,

THIS 22nd DAY OF February, A.D., 2023.

Jessica King
JESSICA KING
OWNER

Elizabeth King
ELIZABETH KING
OWNER

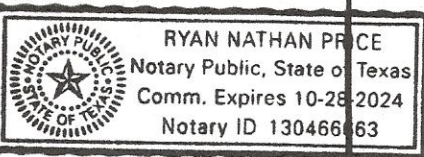
STATE OF TEXAS
COUNTY OF JEFFERSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JESSICA KING AND ELIZABETH KING KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,

THIS 22nd DAY OF February, A.D., 2023.

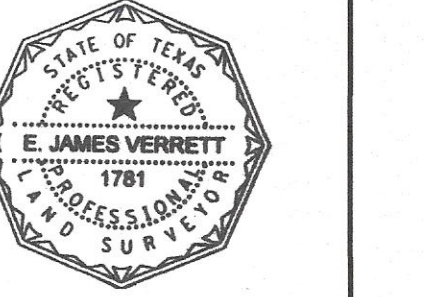
Ryan Nathan Price
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
MY COMMISSION EXPIRES 10-28-2024
(DATE)
Notary ID 130466663



SURVEYOR'S CERTIFICATION

THIS IS TO CERTIFY THAT I, E. JAMES VERRETT, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, HAVE PLATTED THE ABOVE SUBDIVISION FROM AN ACTUAL SURVEY ON THE GROUND AND THAT ALL BLOCK CORNERS, ANGLE POINTS AND POINTS OF CURVE ARE PROPERLY MARKED OR REFERENCED WITH 1/2" STEEL RODS WITH PLASTIC CAP MARKED "AW&C LLC" OR FOUND AS SHOWN, AND THAT THIS PLAT CORRECTLY REPRESENTS THAT SURVEY MADE UNDER MY SUPERVISION.

E. James Verrett
E. JAMES VERRETT
R.P.L.S. No. 1781



CERTIFICATE OF COUNTY APPROVAL

APPROVED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS,

THIS ____ OF _____, 2023, AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, JEFFERSON COUNTY ASSUMES NO OBLIGATIONS FOR THE MAINTENANCE OF STREETS, ROAD, DRAINAGE OR ANY OTHER IMPROVEMENTS.

COMMISSIONER, PRECINCT No. 1 _____ COMMISSIONER, PRECINCT No. 2 _____

COMMISSIONER, PRECINCT No. 3 _____ COMMISSIONER, PRECINCT No. 4 _____

COUNTY JUDGE _____

**LOT 27-A
A MINOR PLAT OF LOT 26 AND LOT 27 OF
DUNN SUBDIVISION,**

ACCORDING TO THE MAP THEREOF RECORDED UNDER C.C.F. No. 2022023037, IN THE OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS AND BEING A 9.225 ACRES TRACT IN THE RAMSEY H. PARKER SURVEY, SECTION No. 158, ABSTRACT No. 651, JEFFERSON COUNTY, TEXAS

UTILITIES NOTE:

ELECTRICAL UTILITY SERVICE: ENERGY
TELEPHONE UTILITY SERVICE: UNKNOWN
GAS UTILITY SERVICE: UNKNOWN
WATER UTILITY SERVICE: UNKNOWN
SEWER UTILITY SERVICE: UNKNOWN
CABLE UTILITY SERVICE: UNKNOWN

SEWAGE DISPOSAL NOTE:

No structure shall be occupied until connected to a public sewer system, or to an on-site wastewater system which has been approved and permitted by Jefferson County.

INDIVIDUAL WATER SUPPLY NOTE:

No structure shall be occupied until connected to a public water supply, state approved community water system, or engineered rainwater collection system.

REQUIRED CLEAR SPACE FOR AN ON-SITE SEWAGE FACILITY (OSSF)

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 (1-2 BEDROOMS)<1500 SQ.FT.	225	6428	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 FOR PROPER SIZES

LS23-005
DATE OF PLAT: FEBRUARY 9, 2023

Engineering F-16194 Surveying 10194049
AWC
ARCENEUX WILSON & COLE
engineering | surveying | planning
3120 Central Mall Drive Port Arthur, TX 77642 409.724.7888 awceng.com

Spring 2023**Grant Applicants with Totals:**

	<u>Requested:</u>	<u>Awarded:</u>
1. Edison Plaza Museum Advertising – Edison Museum	<u>\$1,459</u>	<u>\$1,434</u>
2. Ladies in Leather Motorcycle Parade & Rally Bid Fee – Convention/Rally	<u>\$30,000</u>	<u>\$15,000</u>
3. Lion Hearted Bid Fee – Sanctioned Amateur Boxing Event	<u>\$4,555</u>	<u>\$2,000</u>
4. Beaumont Heritage Society Advertising – Chambers House & John J. French Museum - Brochures	<u>\$1,637</u>	<u>\$1,637</u>
5. Beaumont Botanical Gardens Beach/Park on Waterway Funding – Beaumont Botanical Gardens	<u>\$30,000</u>	<u>\$15,000</u>
6. Southeast Texas Arts Council Printing of ‘Off Ramp’ Magazine	<u>\$8,000</u>	<u>\$2,500</u>
7. Downtown Beaumont Cultural Arts District Pre-promotion & Advertising – For Brochures & Make Music Day	<u>\$1,000</u>	<u>\$1,000</u>
8. Southeast Texas Baseball Academy Bid Fee – Baseball Tournaments	<u>\$26,500</u>	<u>\$26,500</u>

	<u>Requested:</u>	<u>Awarded:</u>
9. City of Port Arthur	<u>\$32,568.47</u>	<u>\$25,000</u>
Beach/Park on Waterway – Pleasure Island – 25 Picnic Tables		
10. Texas Energy Museum	<u>\$5,705</u>	<u>\$3,010</u>
Advertising – Texas Energy Museum		
11. Golden Triangle Audubon Society	<u>\$4,200</u>	<u>\$4,200</u>
Beach/Park on Waterway – Sabine Woods – Brush Hogging etc.		
12. Saltwater Anglers League of Texas (SALT) Club	<u>\$1,500</u>	<u>\$1,500</u>
Pre-promotion of Salt Summer Classic		
13. Port Arthur Convention & Visitors Bureau	<u>\$6,000</u>	<u>\$6,000</u>
Bid Fee – Fishing Tournament		
14. Port Arthur & Beaumont CVBs w/Visitor Center	<u>\$15,655</u>	<u>\$15,655</u>
Co-op Trade Shows Showcasing Jefferson County Tourism		
15. KVLU	<u>\$2,000</u>	<u>\$1,000</u>
Pre-promotion and advertising – Podcast and Rack Cards		
16. Lamar State College Port Arthur	<u>\$1,500</u>	<u>\$1,500</u>
Pre-Promotion – Sabine Showdown, & Trade Show		
17. The Art Studio, Inc.	<u>\$1,100</u>	<u>\$800</u>
Advertising – Printing of ‘Studio Ink’		

	<u>Requested:</u>	<u>Awarded:</u>
18. Port Arthur Historical Society DBA Museum of the Gulf Coast Pre-promotion & Advertising – Billboard for Museum	<u>\$6,825</u>	<u>\$4,000</u>
19. Stars Over TX Non-Bid Fee Tournament – Gulf Coast Super Six NIT	<u>\$500/\$500</u>	<u>\$500/\$500</u>
20. Stars Over TX Non-Bid Fee Tournament – 2023 USFA Western Nationals	<u>\$500/\$500</u>	<u>\$500/\$500</u>
21. Art Museum of Southeast Texas Pre-promotion & Advertising – Fall/Winter 2023 Exhibit	<u>\$8,850</u>	<u>\$4,800</u>
22. Peak Fighting, LLC. Bid Fee – Peak Fighting MMA	<u>\$5,000</u>	<u>\$2,500</u>
Totals:	<u>\$195,054.47</u>	<u>\$136,036</u>