

*Notice of Meeting and Agenda*  
*April 25, 2023*

**Special, 4/25/2023 10:30:00 AM**

BE IT REMEMBERED that on April 25, 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 Donte Miller and Chief John Shauberger

Honorable Roxanne Acosta-Hellberg, County Clerk (ABSENT)

Laurie Leister, Chief Deputy 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  
April 25, 2023**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **25th** day of **April 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:

**11:30am - Workshop to receive information from Dr. Matthew Hoch regarding the North Pleasure Island Restoration Project and grant application. Please make note of the time change, this was previously set for 10:00am.**

**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](https://co.jefferson.tx.us/comm_crt/commlink.htm)**

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**Listen to audio by calling 347-973-4395, conference id 113569383# The court will also have a time for public comments at the beginning of the meeting. If you would like to 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 beginning of the meeting. Public comments will be limited to 3 minutes per person.**

**Please be mindful that the audio portion of this meeting will be of better quality from the website.**

**INVOCATION: Vernon Pierce, Commissioner, Precinct One**

**PLEDGE OF ALLEGIANCE: Cary Erickson, Commissioner, Precinct Two**

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**PURCHASING:**

- (a). Consider and approve, execute, receive and file renewal for (IFB 19-012/YS) Term Contract for Marine Motor Fuel for Jefferson County for a fourth and final one (1) year renewal with Sun Coast Resources, LLC from May 2, 2023 to May 1, 2024.

SEE ATTACHMENTS ON PAGES 12 - 13

**Motion by: Pierce**

**Second by: Alfred**

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

**Action: APPROVED**

- (b). Discuss and possibly approve the Purchasing Agent to enter into contract negotiations for Request for Proposal (RFP 23-006/MR) Inmate Food Service for Jefferson County Correctional Facility.

NO ATTACHMENTS

**Motion by: Pierce**

**Second by: Alfred**

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

**Action: APPROVED**

- (c). Execute, receive, and file a Professional Agreement (PROF 23-016/JW) with Carr Brothers Corporation d/b/a HomeTeam for Home Inspection Services for Community Development Block Grant-Disaster Recovery (CDBG-DR) Home Buyout Program; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326, in accordance with a discretionary exemption as authorized by Local Government Code 262.024(a)(4) a personal or professional service.

SEE ATTACHMENTS ON PAGES 14 - 53

**Motion by: Pierce**

**Second by: Alfred**

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

**Action: APPROVED**

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- (d). Consider and approve, execute, receive and file Change Order No. 1 for Invitation for Bid (IFB 22-011/JW) Taxiway A Rehabilitation at Jack Brooks Regional Airport with Brizo Construction, LLC. for a total amount of \$38,808.00 for additional asphalt pavement removal; as asphalt surface was discovered in several areas (26,400 SY) that necessitated a change in equipment; bringing the total contract amount from \$6,468,928.10 up to \$6,507,736.10; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326. This project was awarded to Brizo Construction, LLC. on August 23, 2022. This project is 100% funded by the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant #37.

**Clerk's Notes: Asphalt between layers of concrete are increasing costs.**

SEE ATTACHMENTS ON PAGES 54 - 57

**Motion by: Pierce**

**Second by: Alfred**

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

**Action: APPROVED**

**ADDENDUMS:**

- (e). Consider and approve, execute, receive and file a Professional Agreement (PROF 23-030/JW) Asbestos Consulting & Air Monitoring Services for Rehabilitation of Jerry Ware General Aviation Terminal with Honesty Environmental Services, Inc. for a lump sum amount of \$4,990.00; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326. This project is 100% funded by the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant #37.

SEE ATTACHMENTS ON PAGES 58 - 60

**Motion by: Pierce**

**Second by: Alfred**

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

**Action: APPROVED**

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**COUNTY AUDITOR:**

- (a). Consider and approve budget transfer – Road & Bridge Pct 4 – add cost for repairs.

SEE ATTACHMENTS ON PAGES 61 - 61

114-0405-431-4014	SHARED EQUIPMENT MAINT.	\$2,500.00	
114-0405-431-4018	ROAD MACHINERY	\$2,500.00	
114-0405-431-4008	AUTOMOBILES AND TRUCKS	\$2,500.00	
114-0402-431-3079	CRUSHED STONE		\$7,500.00

**Motion by: Erickson**

**Second by: Sinegal**

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

**Action: APPROVED**

- (b). Consider and approve Amendment Number 4 to Contract CA-0000997 with the Texas Parks and Wildlife Department for the project “Mesquite Point Public Boat Ramp”. Amendment extends the contract term date to December 31, 2023.

SEE ATTACHMENTS ON PAGES 62 - 63

**Motion by: Erickson**

**Second by: Sinegal**

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

**Action: APPROVED**

- (c). Consider and approve electronic disbursement for \$507,509.95 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**

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- (d). Consider and approve downgrade of a Senior Programmer/Analyst position budgeted at \$88,628 to a Senior Analyst/Programmer position with a grade of 67 and budgeted at \$80,686. In addition, consider and approve a downgrade of a Programmer/Analyst position budgeted at \$83,121 to an Analyst/Programmer position with a grade of 62 and budgeted at \$75,654. These downgrades will result in an estimated net annual savings of \$18,650 including fringes.

SEE ATTACHMENTS ON PAGES 64 - 64

**Motion by: Erickson**

**Second by: Sinegal**

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

**Action: APPROVED**

- (e). Consider and approve applying for the BJA FY 2023 State Criminal Alien Assistance Program.

SEE ATTACHMENTS ON PAGES 65 - 95

**Motion by: Erickson**

**Second by: Sinegal**

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

**Action: APPROVED**

- (f). Regular County Bills – check #505507 through check #505720.

SEE ATTACHMENTS ON PAGES 96 - 104

**Motion by: Erickson**

**Second by: Sinegal**

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

**Action: APPROVED**

## **COUNTY CLERK:**

- (a). Consider and Possibly Approve a new format for Resolutions and Proclamations.

NO ATTACHMENTS

**Action: TABLED**

## **COUNTY COMMISSIONERS:**

- (a). Consider and possibly approve out-of-state travel for Angela Caraway, Ronda Conlin, and Travis Stucker on July 28th - August 3, 2023 for the National Environmental Health Association Conference in New Orleans, LA. at no cost to the County.

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SEE ATTACHMENTS ON PAGES 105 - 105

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

- (b). Consider and possibly approve a proclamation for Older Americans Month.

SEE ATTACHMENTS ON PAGES 106 - 106

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

- (c). Consider allocation of Board Members appointed to the Spindletop Center regarding the recent addition of Jasper County.

NO ATTACHMENTS

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

- (d). Consider and possibly approve a resolution in support of H.B. 3250.

**Clerk's Notes: No Vote as there was an Executive Decision to add a position.**

SEE ATTACHMENTS ON PAGES 107 - 107

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

- (e). Consider and possibly approve a Resolution for Tammy Rains.

SEE ATTACHMENTS ON PAGES 108 - 108

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



## **ENGINEERING DEPARTMENT:**

- (a).Execute, receive and file Pipeline Permit 04-P-23 to Chevron Phillips Chemical Company, LP. For the purpose of constructing, maintaining or repairing a pipe line for distribution in Jefferson County. This project is located in Precinct #4.

SEE ATTACHMENTS ON PAGES 109 - 129

**Motion by: Alfred**

**Second by: Erickson**

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

**Action: APPROVED**

- (b).Execute, receive and file Pipeline Permit 05-P-23 to Chevron Phillips Chemical Company, LP. For the purpose of constructing, maintaining or repairing a pipe line for distribution in Jefferson County. This project is located in Precinct # 2.

SEE ATTACHMENTS ON PAGES 130 - 164

**Motion by: Alfred**

**Second by: Erickson**

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

**Action: APPROVED**

- (c).Consider and possibly approve a Replat of Lots 39, 40 & 57, Charles O. Ellstrom's Subdivision Vol. 3, Pg. 6, J.C.M.R. into Lots 39-A & 39-B, Part of the T. & N.O. R.R. Survey Section No. 136. Property is located off of Burr Lane a private road in Precinct #3. This plat is not within any ETJ and has met all of Jefferson County platting requirements.

SEE ATTACHMENTS ON PAGES 165 - 165

**Motion by: Alfred**

**Second by: Erickson**

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

**Action: APPROVED**

## **MANAGEMENT INFORMATION SYSTEMS:**

- (a).Consider and possibly approve a Resolution recognizing Chuck M Hancock for his 33 years of service to Jefferson County MIS Department and wishing him well in his retirement

SEE ATTACHMENTS ON PAGES 166 - 166

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**Motion by: Pierce**  
**Second by: Alfred**  
**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, April 25, 2023**

There being no further business to come before the Court at this time, same is now here adjourned on this date, April 25, 2023.

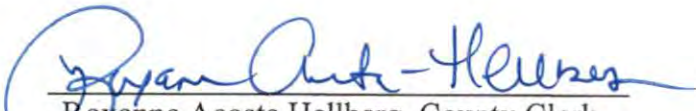
# CONTRACT RENEWAL FOR IFB 19-012/YS TERM CONTRACT FOR MARINE MOTOR FUEL FOR JEFFERSON COUNTY

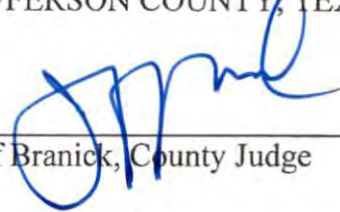
The County entered into a contract with Sun Coast Resources, Inc. for one (1) year, from May 6, 2019 to May 5, 2020, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its fourth one-year option to renew the contract for one (1) additional year from May 2, 2023 to May 1, 2024.

ATTEST:

JEFFERSON COUNTY, TEXAS


  
\_\_\_\_\_  
Roxanne Acosta Hellberg, County Clerk

  
\_\_\_\_\_  
Jeff Branick, County Judge



CONTRACTOR:

Sun Coast Resources, Inc. <sup>LLC</sup>  
F/K/S Sun Coast Resources, Inc.

  
\_\_\_\_\_  
(Name) Steven Boyd - Sr. Managing Director

**CURRENT PRICING****IFB 19-012/YS****Term Contract for Marine Motor Fuel for Jefferson County****Awarded: May 6, 2019**

Renewal 1: 5/5/2020 – 5/4/2021

Renewal 2: 5/4/2021 – 5/3/2022

Renewal 3: 5/3/2022 – 5/2/2023

Updated: July 26, 2022

		<b>Sun Coast Resources, Inc.</b>	
Item	Description	Brand	+/- factor
1	Ethanol Free, 90 or higher octane fuel, to be delivered via tank wagon	<u>Various Unbranded</u> Number of Octane Bid for Item 1: <u>93 Oct.</u> (Bid options for this item are 91 or higher octane)	Bid Price is Based on Daily Rack Price Plus or Minus <u>+.2550</u> <u>+.2930</u> cents per gallon
2	Ethanol Free, 89 octane Fuel, to be delivered via tank wagon	<u>Various Unbranded</u>	Bid Price is Based on Daily Rack Price Plus or Minus <u>+.2550</u> cents per gallon
3	Ethanol Free, 87 octane fuel, to be delivered via tank wagon	<u>Various Unbranded</u>	Bid Price is Based on Daily Rack Price Plus or Minus <u>+.2550</u> cents per gallon

Sun Coast Resources, Inc. <sup>LLC</sup>  
 6450 Cavalcade, Building 1  
 Houston TX 77026  
 attn: Terri Bateman  
[national@suncoastresources.com](mailto:national@suncoastresources.com)  
 ph: 713-429-6702

HOMETEAM INSPECTION AGREEMENT

PROF 23-016/JW 14  
(TX CDBA-DR BUYAT)

This agreement is between Carr Brothers Corporation d.b.a. HOMETEAM INSPECTION SERVICE and JEFFERSON COUNTY, TEXAS (Client).

1. HomeTeam shall perform an inspection on a per home basis (per each written request received by the Client in the form of a Notice to Proceed and Purchase Order issuance) on mutually agreed upon dates (to be determined) and provide Client with a written inspection report (the Report) in compliance with the rules of the Texas Real Estate Commission (the "Standards"). The purpose of the inspection is to identify systems and components of the Property that, in the professional opinion of the inspector, are significantly deficient. The inspection and Report will be limited to visible, readily and safely accessible areas and components of the Property. The inspection is limited to the apparent condition of the Property at the time of the inspection. Client agrees that if HomeTeam recommends further evaluation of a condition noted in the Inspection Report, Client will do so before the end of any inspection contingency and prior to closing. Client acknowledges that the Report is not to be considered a substitute for a Seller's Property Condition Disclosure Statement.
2. Client shall pay HomeTeam an inspection fee of \$350.00 prior to the inspection. This cost may reflect a whole house inspection plus ancillary inspections. Decision to purchase and/or conditions of sale is not relevant to paying fee for inspections.
3. LIMITATION OF LIABILITY. THE MAXIMUM LIABILITY OF HOMETEAM TO CLIENT (INCLUDING, WITHOUT LIMITATION, ATTORNEY FEES AND LITIGATION COSTS) UNDER THIS AGREEMENT, OR FOR NEGLIGENCE OR OTHERWISE ARISING FROM THE INSPECTION OR THE REPORT PROVIDED BY HOMETEAM, IS THE AMOUNT OF THE INSPECTION FEE PAID BY CLIENT FOR THE SPECIFIC SERVICE FROM WHICH THE ALLEGED DEFICIENCY EMANATES (IF PROHIBITED BY STATUTE, LIMIT SHALL BE 150% OF THE FEE PAID FOR THE SPECIFIC SERVICE FROM WHICH THE ALLEGED DEFICIENCY EMANATES). Client acknowledges that this limitation of HOMETEAM'S liability is a material term of this agreement and a material factor in the determination of the amount of the inspection fee paid by Client. Client acknowledges that it would be commercially unreasonable to expect HOMETEAM to assume unlimited liability in exchange for the payment of a relatively minimal inspection fee. This provision is void, without affecting any other provision of the agreement, if prohibited by the laws of the state in which the Property is located. CLIENT HEREBY WAIVES AND RELEASES ALL OTHER CLAIMS HE MAY HAVE NOW OR IN THE FUTURE AGAINST HOMETEAM, ITS EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, PRINCIPALS, PARTNERS, AFFILIATES, SUCCESSORS, HEIRS, ASSIGNS AND LEGAL REPRESENTATIVES, INCLUDING, WITHOUT LIMITATION, CLAIMS FOR BREACH OF CONTRACT, BREACH OF WARRANTY, PROMISSORY ESTOPPEL, NEGLIGENCE, PROFESSIONAL MALPRACTICE, OR OTHER TORT (EXCEPT GROSS NEGLIGENCE). EACH PARTY WILL BE LIMITED TO ACTUAL DAMAGES. EACH PARTY IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER PARTY.
4. Should this agreement be utilized in the situation of a Condominium, Townhouse or Phase Inspection, inspection will consist of only the systems and components included in the Inspection Report. If this agreement is utilized in the situation of a re-inspection, Client agrees to provide to HomeTeam a list of items to be inspected and copies of all receipts of repairs performed by the seller. Client understands that the re-inspection simply confirms that the repairs and remediation were performed, but does not offer warranty that the repairs and remediation were completed correctly. Should repairs or remediation fail, Client will need to contact those that had conducted the repairs or remediation. Barring previously

mentioned inspection types, the inspection WILL INCLUDE all of the following systems and components of the Property unless otherwise indicated:

Foundation	Structural Systems
Electrical Systems	Plumbing System
HVAC	Roof

5. The inspection WILL NOT INCLUDE the following systems or components, whether or not they are visually accessible, and they are hereby specifically excluded unless otherwise indicated:

Underground Utilities	Swimming Pools	Water Softeners
Central Vacuum Systems	Lead Based Paint	Drainfields
Detached Buildings	Solar Power and Heating Systems	Playground Equipment
Intercom Systems	Wells / Springs	Septic Tanks
Sprinkler Systems	Personal Property	Security Systems
Water Analysis	Cesspools	Trash Compactors
Tennis Courts		

6. Notwithstanding anything to the contrary in this Agreement or in the Standards, the purpose and scope of the inspection and Report are limited to the identification and disclosure of "deficiencies" only. Although the inspector and the Report may nonetheless identify non-deficiencies.

7. The inspection and Report **WILL NOT INCLUDE** the following: (a) latent or concealed defects, consequential damages, aesthetic concerns, cosmetic imperfections that do not significantly affect a component's performance of its intended function; (b) non built-in appliances; (c) the strength, adequacy, effectiveness or efficiency of any system or component; (d) compliance of systems and components with past or present requirements and guidelines, (**codes**, regulations, laws, ordinances, specifications, installation and maintenance instructions, use and care guides); (e) the operation of intercoms, speaker systems, security systems, locks, or smart home devices; (f) activity past or present and/or evidence of plants, animals, and other life forms and substances that may be hazardous or harmful to humans include, but not limited to, **wood destroying organisms, molds and mold-like substances**; (g) soil conditions relating to geotechnical or hydrologic specialties or perform architectural, engineering, contracting, surveying, appraisal or flood plain certification services or to confirm or to evaluate such services performed by others; (h) matters of title, zoning, or compliance with restrictive covenants; (i) property boundaries, encroachment, adverse possession, and the placement of fences and walls; (j) the presence of or danger from environmental hazards including, but not limited to, allergens, toxins, carcinogens, asbestos, electromagnetic radiation, noise, radioactive substances, and water and air, or water or airborne related virus bacteria or other infectious agents, **mold, mildew or fungi**, moisture content of walls, floors, ceilings, or siding, noxious odors or any other substance not visually detectable; (k) effectiveness of systems installed and methods used to control or remove suspected hazardous plants, animals, and environmental hazards; (l) conditions due to the installation of suspect stucco/synthetic stucco and/or exterior insulated finishing systems (**EIFS**) or determine the age of construction or installation of any system, structure or component of a building, or differentiate between original construction and subsequent additions, improvements, renovations or replacements, or report on its potential for alteration, modification, extendibility or suitability for a specific or proposed use for

occupancy; and (m) whether items, materials, conditions and components are subject to recall, controversy, litigation, product liability, and other adverse claims and conditions. **Client is urged to contact a reputable specialist if information, identification, or testing for any of the foregoing conditions or substances is desired or indicated.**

8. Inspectors are not required to move debris, personal property, furniture, equipment, carpeting, walls, wall coverings, ceiling tiles, window coverings, floors, ceilings, water, dirt, pets, boxes, ice, snow, soil, vegetation or other materials or objects that may impede access or limit visibility. Inspectors are not required to enter any area that may, in the inspector's opinion, be unsafe or contain hazardous or unsafe materials. Inspectors are not required to enter under-floor crawlspace areas that may be unsafe or not readily accessible. No invasive or destructive testing will be conducted. No equipment or systems will be dismantled. Inspectors are not required to enter attic spaces that are unsafe or if access might damage ceilings or insulation. Inspectors are not required to walk on or access a roof if doing so might damage the roof or roofing materials or be unsafe for the inspector. Inspectors are not required to test the function or operation of shutters, awnings, window coverings, or similar accessories. Thermostats and timers are not checked for accuracy or calibration. Inspectors will not activate systems or components that have been shut down, to include heating and cooling systems that have been shut down or taken out of service. **Air conditioners** cannot be safely checked when the outside temperature has been **below 60 degrees within 24 hours**. Pressure gauges are not used to test air conditioners. Garbage disposals are checked for operation only. Dishwashers are checked only for their ability to fill and drain properly. The absence of visible indications of water penetration in an attic or basement at the time of the inspection is NOT conclusive evidence that the roof or basement is free from leakage. The inspector may observe actual water penetration in these areas only if the inspection is conducted during a prolonged period of heavy rainfall. The occurrence of occasional or intermittent leakage or seepage during extreme weather conditions (such as very high winds, for example) is common and is excluded from the scope of the inspection and Report. Inspectors are not required to inspect underground items, such as, but not limited to lawn-irrigation systems, or underground storage tanks (or indications of their presence), whether abandoned or actively used.

9. The services listed below are specifically excluded from the inspection unless otherwise indicated. In order to receive the additional services listed below (notwithstanding the limitations of Sections 4 and 5 herein), Client must pay additional fee(s).

a. **WOOD DESTROYING ORGANISM INSPECTION** - This inspection, if included, is an examination to identify the presence or absence of wood-destroying insects and organisms such as termites, carpenter ants, powder post beetles, carpenter bees, or wood decay fungus. The inspection WILL attempt to identify any visually apparent major structural damage caused by such organisms. The inspection WILL NOT include an examination to identify the presence or absence animals (any type), rodents or other vermin or insects not expressly included above. All pest examinations WILL be performed by inspectors who meet all state standards for performing pest inspections in the state in which the Property is located. The pest inspectors may not be employees of HomeTeam.

b. **RADON TEST** - This inspection, if included, is an examination to identify the presence of radon gas. All radon gas examinations will be performed by inspectors who meet all state standards for performing radon gas inspections in the state in which the Property is located. The radon gas inspectors may or may not be employees of HomeTeam. (The EPA recommends that all homes be tested for the presence of radon gas.



c. **Mold** - This inspection is a test to identify the presence, different types, or level of mold or mold spores in the home. A mold test will NOT be included in the inspection or Report unless Client executes a separate Mold Test Agreement.

d. **DEFECTIVE (OFF-GASSING) DRYWALL** - Commonly referred to as imported Chinese Drywall. A test will NOT be included in the inspection or Report unless Client executes a separate Drywall Test Agreement.

10. INSPECTION AND RESULTING REPORT ARE NOT INTENDED AS A GUARANTY, WARRANTY, OR INSURANCE POLICY. HOMETEAM MAKES NO EXPRESS OR IMPLIED GUARANTIES OR WARRANTIES REGARDING THE CONTINUED ADEQUACY, PERFORMANCE, OR CONDITION OF ANY STRUCTURE, ITEM, COMPONENT OR SYSTEM AFTER THE INSPECTION, AND HEREBY DISCLAIMS ALL IMPLIED WARRANTIES.

11. Client shall provide HomeTeam with written notice of any unreported defect or deficiency, of any damage or injury caused by HomeTeam, its employees or agents, or of any other claim ("Claim"), within **ten (10) business days** after Client discovers or reasonably should have discovered the Claim. Client shall not commence any legal/arbitration proceeding relating to the Claim for **thirty (30) days** after HomeTeam's receipt of notice of the Claim, during which time Client shall provide HomeTeam with reasonable access to the Property and opportunity to investigate and cure the Claim. If Client fails to provide HomeTeam with the notice or cure period, or alters, repairs or replaces any system or component of the Property that may have a bearing upon the Claim, thereby preventing HomeTeam from independently verifying the existence or extent thereof, then Client shall be deemed to have **irrevocably waived and released** the Claim against HomeTeam, its inspectors, employees, agents, officers, directors, shareholders, members, principals, partners, affiliates, successors, heirs, assigns and legal representatives. Any legal action arising out of, from or related to this Pre-inspection Agreement or arising out of, from or related to the Inspection or Inspection Report, including small claims court or the arbitration proceeding more specifically described below, must be submitted in writing to HomeTeam within two **(2) years** from the date of the home inspection. Failure to bring such an action within this time period shall be a complete bar to any such action and a full and complete waiver of rights, or claims based thereon.

12. HomeTeam shall provide Client with one copy of the report for the sole, confidential, and exclusive use and benefit of Client. All intellectual property rights (including, but not limited to, copyrights) in the Report (including, but not limited to, its format and contents) and all related notes will remain the sole property of HomeTeam. The Report may not be copied or otherwise reproduced or distributed without HomeTeam's prior written consent, for which HomeTeam may require an additional fee. The Report is not intended for the benefit of, and may not be relied upon by, any other person, regardless of any legal or contractual obligation Client may have to disclose the contents of the Report. The disclosure or distribution of the Report by any person to the current owner(s) of the Property (if Client is not owner) or to real estate agents involved in the transaction does not make those persons intended beneficiaries of the Report. Unless otherwise notified, a copy of the Report will be sent to your agent. Client shall indemnify and defend HomeTeam, its employees, agents, officers, directors, shareholders, members, principals, partners, affiliates, successors, heirs, assigns and legal representatives, and hold each of those parties harmless, from and against all losses, damages and expenses (including, without limitation, attorney fees) arising from any claim asserted by a third party as the result of the unauthorized distribution or reproduction of the Report.

13. **DISPUTE RESOLUTION:** Any controversy or claim arising out of or related to this Agreement, or the breach thereof, or the Report shall be resolved between the parties through Small Claims Court (or

similar) in the jurisdiction in which the inspection took place. If the alleged damages are in excess of Small Claims statutory limits, it shall be submitted to binding arbitration before Construction Dispute Resolution Service ("CDRS"). If CDRS is not available, then it shall be submitted to Resolute Systems.

14. **ENFORCEMENT FEES AND COSTS:** Any party failing to follow the **DISPUTE RESOLUTION** process identified above, shall be liable for all fees and costs associated with compelling/enforcing compliance with the **DISPUTE RESOLUTION** process.

15. Client acknowledges and agrees that Carr Brothers Corporation is an independently-owned and independently-operated franchisee of The HomeTeam Inspection Service, Inc. ("Franchisor"); Carr Brothers Corporation is not an employee, partner or agent of Franchisor; HomeTeam is not authorized to make any contract, agreement, warranty or representation on behalf of Franchisor; and Franchisor is not liable to Client, for any obligation, act or omission of, or for any breach of this Agreement by Carr Brothers Corporation. Client acknowledges that HomeTeam may refer third party non-settlement service providers to Client and may arrange for these providers to send literature or make post-inspection contact with Client. If Client requests help with specific services from these providers, Client agrees that the referred companies providing such services can call or text you at the number you provide, including using automated, prerecorded or autodialed calls. Client understands that consent to marketing communications is not required to make a purchase and that Client will receive an email from third party non-settlement service providers that allow Client to opt-out of all contact from third party service providers.

16. Client acknowledges that Rule 12.5 of the Texas Home Inspector rules of Ethics prohibits the disclosure of inspection results by a home inspector without the Client's prior approval. Client authorizes HomeTeam and its agents to disclose inspection results to my agent. Unless otherwise notified, a copy of the inspection report will be sent to my agent. The Client agrees to notify HomeTeam if they do not receive a copy of the inspection report within 72 hours.

Carr Brothers Corporation d.b.a. HomeTeam

Signed:

*Curtis Carr*

By: Curtis Carr, TREC License #4026

Date:

*2-27-2023*

CLIENT: JEFFERSON COUNTY, TEXAS

Signed:

*[Handwritten Signature]*

(CLIENT)

JEFF R. BRANICK, COUNTY JUDGE

Date:

*April 25, 2023*



ATTEST:

*[Handwritten Signature]*  
Roxanne Acosta-Hellberg, Jefferson County Clerk

**ADDITIONAL AGREEMENT ATTACHMENTS:**

**ATTACHMENT A: Additional Terms of Agreement for the CONTRACTOR (HomeTeam) to initial.**

**ATTACHMENT B: Copy of Original Quote for Home Inspection Services from CONTRACTOR.**

**ATTACHMENT B  
(PROF 23-016/JW) HOME INSPECTION SERVICES FOR CDBG-DR HOME BUYOUT PROGRAM**

**ADDITIONAL TERMS OF AGREEMENT:**

Initial: CE CONTRACTOR (HomeTeam) must receive both a Notice to Proceed and Purchase Order from Jefferson County prior to performing inspection services.

Initial: CE Cost per each home inspection will be \$350.00 per home.

Initial: CE The County does not guarantee any total amount of homes that will need inspection under its Home Buy Out Program (funded by Community Development Block Grant-Disaster Recovery).

ATTACHMENT B  
(PROF 23-016/JW) HOME INSPECTION SERVICES FOR CDBG-DR HOME BUYOUT PROGRAM

QUOTATION FORM

Quotation Form Instructions:

Please complete the form below, review the terms and conditions, sign and date.

If you have any questions regarding this quote, please contact Jamey West, Contract Specialist at: [Jamey.West@jeffcotx.us](mailto:Jamey.West@jeffcotx.us) or 409.835.8793.

Date:

Company/Firm Name:

Home Team  
Inspection  
Service

Address:

6550 Concord  
Beaumont  
Texas 77708

Primary Contact Person:

Curtis Carr

Phone Number:

409-838-5440

Email Address:

ccarr@hometeam.com

Alt. Phone Number:

409-284-3519

County shall reimburse Contractor Home Inspection Services provided and as described within this quote request document, as follows:

\$ 350 . 00 per each Home Inspection performed as part of the County's Community Development Block Grant-Disaster Recovery (CDBG-DR) Buyout/Acquisition Program.

This unit rate shall be inclusive of all fringe, overhead, profit, insurance, bond, travel, incidental expenses, or any other costs associated with providing the respective scope of work.

Authorized Company/Firm Signature:

*Curtis Carr*

Printed Name & Title:

Curtis Carr - President

Service Cost Quoted Above Is Firm For 365 Days.

# Required Contract Provisions

## 1. Remedies

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018,<sup>4</sup> must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and must provide for sanctions and penalties as appropriate.<sup>5</sup>

### 1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at \$250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

### 1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for *force majeure* or acts of god. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at [FEMA.gov](https://www.fema.gov).

## 2. Termination for Cause and Convenience

Contracts for more than \$10,000 must address termination for cause and for convenience by the non-federal entity, including how it will be carried out and the basis for settlement.<sup>6</sup>

### 2.1 Applicability

This contract provision is required for procurements exceeding \$10,000. FEMA suggests including a termination for cause and for convenience in all contracts even when not required.

<sup>4</sup> See FEMA Grant Programs Directorate Information Bulletin No. 434, Increases and Changes to the Micro-Purchase and Simplified Acquisition Thresholds (Aug. 28, 2018), [https://www.fema.gov/sites/default/files/2020-08/ib\\_434\\_changes\\_micro\\_purch\\_simp\\_acquisition\\_thresholds.pdf](https://www.fema.gov/sites/default/files/2020-08/ib_434_changes_micro_purch_simp_acquisition_thresholds.pdf). For procurements subject to 2 C.F.R. Part 200 that were made before June 20, 2018, the SAT was \$150,000.

<sup>5</sup> 2 C.F.R. Part 200, Appendix II, § A.

<sup>6</sup> See 2 C.F.R. Part 200, Appendix II, § B.

### 3. Equal Employment Opportunity

Any contract that uses federal funds to pay for construction work is a “federally assisted construction contract” and must include the equal opportunity clause found in 2 C.F.R. Part 200, unless otherwise stated in 41 C.F.R. Part 60.<sup>7</sup>

#### 3.1 Applicability

This contract provision is required for all procurements that meet the definition of a “federally assisted construction contract.”

#### 3.2 Key Definitions

- *Federally Assisted Construction Contract:* The regulation at 41 C.F.R. § 60-1.3 defines a *federally assisted construction contract* as “any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any federal program involving a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.”
- *Construction Work:* The regulation at 41 C.F.R. § 60-1.3 defines *construction work* as “the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.”
- *Contract:* The regulation at 41 C.F.R. § 60-1.3 defines *contract* as “any Government contract or subcontract or any federally assisted construction contract or subcontract.”
- Additional definitions pertaining to this contract provision can be found at 41 C.F.R. § 60-1.3.

#### 3.3 Required Language

The regulation at 41 C.F.R. § 60-1.4(b) requires, except as otherwise provided or exempted in 41 C.F.R. Part 60, the insertion of the following contract clause: “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

<sup>7</sup> See 2 C.F.R. Part 200, Appendix II, § C.

orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

**(2)** The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

**(3)** The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

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

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

**(6)** The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

**(7)** In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or 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."

## 4. Davis-Bacon Act

This statute requires that contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in the Secretary of Labor's wage determination. Additionally, contractors are required to pay wages at least once per week.<sup>8</sup> Additional requirements are listed below, and relevant definitions are at 29 C.F.R. § 5.2. NFEs should refer to the applicable NOFO or other program guidance or contact their applicable FEMA grant representative for additional information on how to implement this requirement.

### 4.1 Applicability

When required by the federal program legislation, prime construction contracts over \$2,000 awarded by NFEs must include a provision for compliance with the Davis-Bacon Act.<sup>9</sup>

The Davis-Bacon Act only applies to the Emergency Management Performance Grant Program,<sup>10</sup> Homeland Security Grant Program,<sup>11</sup> Nonprofit Security Grant Program,<sup>12</sup> Tribal Homeland Security Grant Program,<sup>13</sup> Port Security Grant Program,<sup>14</sup> Transit Security Grant Program,<sup>15</sup> Intercity Passenger Rail Program,<sup>16</sup> and Rehabilitation of High Hazard Potential Dams Program.<sup>17</sup> Unless otherwise stated in a program's authorizing statute, it *does not* apply to other FEMA grant and cooperative agreement programs, including the PA Program. .

<sup>8</sup> See *id.*; 40 U.S.C. §§ 3141-3144 and 3146-3148. The Davis-Bacon Act is supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering federally Financed and Assisted Construction)

<sup>9</sup> 2 C.F.R. Part 200, Appendix II, § D.

<sup>10</sup> See section 611(j)(9) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), Pub. L. No. 93-288 (codified as amended at 42 U.S.C. § 5196(j)(9)).

<sup>11</sup> See section 2008(b)(4)(B)(ii) of the Homeland Security Act of 2002, Pub. L. No. 107-296 (codified as amended at 6 U.S.C. § 609(b)(4)(B)(ii)) (citing to section 611(j)(9) of the Stafford Act).

<sup>12</sup> *Id.* The Davis-Bacon Act only applies to the Nonprofit Security Grant Program (NSGP) where that program is funded as a carve-out of the appropriations for the Homeland Security Grant Program (HSGP). See, e.g., Department of Homeland Security Appropriations Act, 2020, Pub. L. No. 116-93, Title III, Protection, Preparedness, Response, and Recovery, Federal Emergency Management Agency, Federal Assistance §§ 1-2. Compare *id.* with section 2009 of the Homeland Security Act of 2002 (6 U.S.C. § 609a) (authorizing NSGP as a stand-alone program where the Davis-Bacon Act does not apply, but as of the date of publication of this document, NSGP has not been funded as a standalone program).

<sup>13</sup> See section 2008(b)(4)(B)(ii) of the Homeland Security Act of 2002.

<sup>14</sup> See section 102 of the Maritime Transportation Security Act of 2002 (MTSA), Pub. L. No. 107-295 (codified as amended at 46 U.S.C. § 70107); 46 U.S.C. § 70107(b)(2). While the MTSA requires that PSGP construction activities are carried out consistent with section 611(j)(8) of the Stafford Act, a subsequent amendment to the Stafford Act by section 3 of Pub. L. No. 109-308 in 2006 redesignated the text of section 611(j)(8) to 611(j)(9). The cross-reference in the MTSA has not been updated.

<sup>15</sup> See section 1406 of the Implementing Recommendations of the 9/11 Commission Act of 2007 (9/11 Act), Pub. L. No. 110-53 (6 U.S.C. § 1135) (applying the requirements of section 49 U.S.C. § 5307); 49 U.S.C. § 5333 (applying the Davis-Bacon Act to grants provided under 49 U.S.C. § 5307).

<sup>16</sup> See section 1513(h) of the 9/11 Act (6 U.S.C. § 1163(h)) (citing to 49 U.S.C. § 24312, which requires compliance with the Davis-Bacon Act).

<sup>17</sup> See section 8A(d)(2)(E) of the National Dam Safety Program Act (codified as amended at 33 U.S.C. § 467f-2(d)(2)(E)) (requiring compliance with 42 U.S.C. § 5196(j)(9), which is section 611(j)(9) of the Stafford Act that applies the Davis-Bacon Act).

## 4.2 Additional Requirements

If applicable, in addition to the requirements mentioned in the beginning of this section, the NFE must do the following:

- Place a copy of the Department of Labor’s current prevailing wage determination in each solicitation. Contracts or subcontracts must be awarded on the condition that the prevailing wage determination is accepted. The non-federal entity must report all suspected or reported violations to the federal awarding agency.<sup>18</sup>
- Include a provision for compliance with the Copeland “Anti-Kickback” Act for all contracts subject to the Davis-Bacon Act.<sup>19</sup> See Required Contract Provisions, Section 5. Copeland Anti-Kickback Act in this Guide for additional information. According to 29 C.F.R. § 5.5(a)(5), the regulatory requirements for the Copeland “Anti-Kickback” Act are incorporated by reference into the required contract provision, so a separate contract provision is not necessary. However, the NFE may include a separate contract provision specific to the Copeland “Anti-Kickback” Act.
- Per Department of Labor’s implementing regulations for the Davis-Bacon Act, the NFEs contractor and any subcontractors are required to insert, or incorporate by reference, the clauses contained at 29 C.F.R. § 5.5(a)(1)-(10)<sup>20</sup> into any subcontracts.
- Follow the other requirements of the Davis-Bacon Act and implementing regulations.<sup>21</sup>

## 4.3 Required Language<sup>22</sup>

If applicable per the standard described above, the NFE must include the provisions at 29 C.F.R. § 5.5(a)(1)-(10) in full into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts.<sup>23</sup>

# 5. Copeland “Anti-Kickback” Act

The Copeland “Anti-Kickback” Act prohibits workers on construction contracts from giving up wages that they are owed.<sup>24</sup> Additional requirements are listed below, and relevant definitions are at 29 C.F.R. § 3.2. The applicable implementing regulations are intended to assist with enforcement of the

<sup>18</sup> 29 C.F.R. Part 200, Appendix II, § D.

<sup>19</sup> 29 C.F.R. Part 200, Appendix II, § D.

<sup>20</sup> 29 C.F.R. § 5.5(a)(6).

<sup>21</sup> 40 U.S.C. §§ 3141-3144, 3146-3148; 29 C.F.R. Part 5.

<sup>22</sup> 29 C.F.R. § 5.5(a).

<sup>23</sup> 29 C.F.R. § 5.5(a)(1), (6).

<sup>24</sup> See *id.*; 40 U.S.C. § 3145. The Copeland “Anti-Kickback” Act is supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States).

Davis-Bacon Act's minimum wage provisions as well as various statutes with similar minimum wage provisions for federally assisted construction.<sup>25</sup>

## 5.1 Applicability

For all prime construction contracts above \$2,000, when the Davis-Bacon Act also applies,<sup>26</sup> NFEs must include a provision in contracts and subcontracts for compliance with the Copeland "Anti-Kickback" Act.<sup>27</sup> This requirement applies to all prime construction contracts above \$2,000 in situations where the Davis-Bacon Act also applies.<sup>28</sup> In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act. As described in section A.4 regarding the Davis-Bacon Act, this provision only applies to certain FEMA grant and cooperative agreement programs. Please reference that list discussed above. Of note, it does not apply to the PA Program.

## 5.2 Additional Requirements

If applicable, the NFE must do the following:

- Include a provision for compliance with the Copeland "Anti-Kickback" Act.<sup>29</sup> According to the Davis-Bacon Act implementing regulations, the requirements for the Copeland "Anti-Kickback" Act are incorporated into the required contract provision for the Davis-Bacon Act by reference.<sup>30</sup> Therefore, a separate contract provision is not necessary. However, the NFE may include a separate contract provision specific to the Copeland "Anti-Kickback" Act with language suggested below.
- The Copeland "Anti-Kickback Act" prohibits each contractor or subcontractor from any form of persuading a person employed in construction, completion, or repair of public work to give up any part of their rightful compensation. The NFE must report all suspected or reported violations of the Copeland "Anti-Kickback Act" to FEMA.<sup>31</sup>
- Each contractor and subcontractor must provide weekly reports of the wages paid during the prior week's payroll period to each employee covered by the "Copeland Anti-Kickback" Act and the Davis-Bacon Act. The reports must be delivered to a representative of a federal or state agency in charge at the building or work site by the contractor or subcontractor within seven days of the payroll period's payment date.<sup>32</sup>

<sup>25</sup> See 29 C.F.R. § 3.1.

<sup>26</sup> See 2 C.F.R. Part 200, Appendix II, § D; 29 C.F.R. §§ 3.1, 3.3(c).

<sup>27</sup> 2 C.F.R. Part 200, Appendix II, § D.

<sup>28</sup> See 2 C.F.R. Part 200, Appendix II, § D; 29 C.F.R. § 3.3(c).

<sup>29</sup> See 29 C.F.R. § 3.11.

<sup>30</sup> 29 C.F.R. § 5.5(a)(5).

<sup>31</sup> See 2 C.F.R. Part 200, Appendix II, § D.

<sup>32</sup> See 29 C.F.R. § 3.4.

- Follow the other requirements of the Copeland “Anti-Kickback” Act and implementing regulations.<sup>33</sup>

### 5.3 Suggested Language

The following provides a sample contract clause:

“Compliance with the Copeland “Anti-Kickback” Act.

Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

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

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.”

## 6. Contract Work Hours and Safety Standards Act

Where applicable,<sup>34</sup> all contracts awarded by the NFE of more than \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with statutory requirements on work hours and safety standards.<sup>35</sup> Under 40 U.S.C. § 3702, each contractor must base wages for every mechanic and laborer on a standard 40-hour work week. Work over 40 hours is allowed, so long as the worker is paid at least one and a half times the base pay rate for all hours worked over 40 hours in the work week. Additionally, for construction work, under 40 U.S.C. § 3704, work surroundings and conditions for laborers and mechanics must not be unsanitary or unsafe. Relevant definitions are at 40 U.S.C. § 3701 and 29 C.F.R. § 5.2.

### 6.1 Applicability

This required contract provision applies to all procurements over \$100,000 that involve the employment of mechanics, laborers, and construction work.<sup>36</sup> These requirements *do not* apply to

<sup>33</sup> 18 U.S.C. § 874; 40 U.S.C. § 3145; 29 C.F.R. Part 3.

<sup>34</sup> See 40 U.S.C. §§ 3701-3708.

<sup>35</sup> 40 U.S.C. §§ 3702, 3704. The Contract Work Hours and Safety Standards Act is supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, § E.

<sup>36</sup> 41 C.F.R. Part 60-1.3.

the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.<sup>37</sup>

## 6.2 Additional Requirements

If applicable per the standard described above, the non-federal entity must include the provisions at 29 C.F.R. § 5.5(b)(1)-(4), verbatim, into all applicable contracts, and all applicable contractors must include these provisions, in full, into any subcontracts.<sup>38</sup>

In addition to the required language from 29 C.F.R. § 5.5(b)(1)-(4), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any other statutes cited in 29 C.F.R. § 5.1, the NFE must also insert a clause meeting the requirements of 29 C.F.R. § 5.5(c). Specific language is not required, but FEMA has provided suggested language below.

## 6.3 Required Language

For the required contract provision, the language from 29 C.F.R. § 5.5(b)(1)-(4) is provided here for ease of reference:

“Compliance with the Contract Work Hours and Safety Standards Act.

**(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 (insert name of grant recipient or subrecipient) 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

<sup>37</sup> 29 C.F.R. Part 200, Appendix II, § E.

<sup>38</sup> 29 C.F.R. § 5.5(b)(1), (4).

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.”

## 6.4 Suggested Language

For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1 where an additional contract provision is required, FEMA suggests including the following language:

“Further Compliance with the Contract Work Hours and Safety Standards Act.

- (1)** The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- (2)** Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.”

## 7. Rights to Inventions Made Under a Contract or Agreement

This contract provision outlines the rules governing the ownership of inventions created using federal funds. If the FEMA award meets the definition of funding agreement<sup>39</sup> and the NFE enters into any contract involving substitution of parties, assignment or performance of experimental, developmental, or research work under that funding agreement, then the NFE must comply with the requirements of 37 C.F.R. Part 401 and any implementing regulations issued by FEMA.

<sup>39</sup> Funding agreement definition found under 37 C.F.R. § 401.2(a).

## 7.1 Applicability

This provision *does not* apply to all FEMA grant and cooperative agreement programs. NFEs should refer to applicable NOFO or other program guidance or contact their applicable FEMA grant representative to determine if this provision is required for the procurement. However, the Rights to Inventions Made Under a Contract or Agreement clause is not required for procurements under FEMA's PA Program.

## 7.2 Key Definitions

*Funding Agreements:* The regulation at 37 C.F.R. § 401.2(a) defines *funding agreement* as “any contract, grant, or cooperative agreement entered into between any federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.”

# 8. Clean Air Act and Federal Water Pollution Control Act

For contracts over \$150,000, contracts must contain a provision requiring contractors to comply with the Clean Air Act<sup>40</sup> and the Federal Water Pollution Control Act.<sup>41</sup> Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency (EPA).<sup>42</sup>

## 8.1 Applicability

This contract provision is required for all procurements over \$150,000.

## 8.2 Suggested Language

The following provides a sample contract clause:

“Clean Air Act”

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.*

The contractor agrees to report each violation to the (insert name of non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to

<sup>40</sup> 42 U.S.C. §§ 7401-7671q. This also includes all applicable standards, orders, or regulations issued pursuant to the Clean Air Act.

<sup>41</sup> 33 U.S.C. §§ 1251-1387, as amended.

<sup>42</sup> 2 C.F.R. Part 200, Appendix II, § G.



assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

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”

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.*

The contractor agrees to report each violation to the (insert name of the non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to assure notification to the (insert name of the pass-through entity, if applicable), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

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.”

## 9. Debarment and Suspension

NFEs contractors and subcontractors are subject to debarment and suspension regulations.<sup>43</sup> Applicable contracts and subcontracts must include a provision requiring compliance with debarment and suspension regulations.<sup>44</sup>

### 9.1 Applicability

The debarment and suspension clause is required for all contracts and subcontracts for \$25,000 or more, all contracts that require the consent of an official of a federal agency, and all contracts for federally required audit services.<sup>45</sup>

NFEs, even for procurements under \$25,000, must also comply with the regulation requiring non-state entities to only award contracts to responsible vendors.<sup>46</sup>

<sup>43</sup> 2 C.F.R. Part 180 (implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989)); 2 C.F.R. Part 3000 (Department of Homeland Security regulations for Nonprocurement Debarment and Suspension, implementing 2 C.F.R. Part 180).

<sup>44</sup> 2 C.F.R. § 180; 2 C.F.R. Part 200, Appendix II, § H; 2 C.F.R. § 3000.332.

<sup>45</sup> 2 C.F.R. § 180.220(b); 2 C.F.R. § 3000.220.

<sup>46</sup> 2 C.F.R. § 200.318(h). For contracts and subcontracts under \$25,000, a contract provision is only required if those contracts or subcontracts are for federally required audit services or require the consent of a federal agency. However, even where a contract provision is not required, non-state entities must still ensure they are only awarding contracts to responsible vendors.

## 9.2 Additional Requirements

The debarment and suspension regulations restrict awards, subawards, contracts, and subcontracts with parties that are debarred, suspended, or otherwise excluded, or declared ineligible for participation in federal assistance programs and activities.<sup>47</sup>

If applicable, a contract or subcontract must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM). SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties that are debarred, suspended, or otherwise excluded, or declared ineligible under statutory or regulatory authority other than Executive Order 12549.<sup>48</sup> SAM Exclusions can be accessed at [www.sam.gov](http://www.sam.gov).<sup>49</sup>

In general, an “excluded” party cannot receive a federal grant award or a contract considered to be a “covered transaction,” which includes parties that receive federal funding indirectly such as subawards and subcontracts. The key to the exclusion is whether there is a covered transaction. A covered transaction is a nonprocurement transaction at either a primary or secondary tier.<sup>50</sup>

Specifically, a covered transaction includes the following contracts for goods or services under FEMA grant and cooperative agreement programs:

- The contract is at least \$25,000.
- The contract requires the approval of FEMA, regardless of amount.
- The contract is for federally required audit services.
- It is a subcontract for \$25,000 or more.<sup>51</sup>

## 9.3 Suggested Language

The following provides a debarment and suspension clause. It also incorporates an optional method of verifying that contractors are not excluded or disqualified<sup>52</sup>:

<sup>47</sup> See 2 C.F.R. Part 200, Appendix II, § H; 2 C.F.R. § 200.213. See also 2 C.F.R. Parts 180, 3000.

<sup>48</sup> See 2 C.F.R. Part 200, Appendix II, § H.

<sup>49</sup> 2 C.F.R. § 180.530.

<sup>50</sup> The regulations at 2 C.F.R. Parts 180 and 3000 are titled “nonprocurement” because they do not apply to procurements by the federal government but rather to federal financial assistance. There are separate debarment and suspension regulations covering procurements by the federal government. However, although the term “covered transactions” under 2 C.F.R. Parts 180 and 3000 *does not* include contracts awarded by the federal government, it *does* include some contracts awarded by recipients and subrecipients.

<sup>51</sup> See 2 C.F.R. §§ 180.220, 3000.220.

<sup>52</sup> Per 2 C.F.R. § 180.300, non-federal entity about to enter into an applicable contract, or a contractor about to enter into an applicable subcontract, must verify that the contractor or subcontractor is not excluded or disqualified by doing one of three things: 1) check SAM Exclusions; 2) collect a certification from the contractor or subcontractor; or 3) add a clause or condition to the contract or subcontract. The additional suggested language in this sample clause is for purposes of this requirement.

### “Suspension and Debarment

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 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).

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

This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 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.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 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.”

## 10. Byrd Anti-Lobbying Amendment

NFEs who intend to award contracts of more than \$100,000, and their contractors who intend to award subcontracts of more than \$100,000, must include a contract provision prohibiting the use of federal appropriated funds to influence officers or employees of the federal government. Contractors that apply or bid for a contract for more than \$100,000 must also file the required certification regarding lobbying.<sup>53</sup>

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 employee of a federal agency, a Member of Congress, an employee of Congress, or an employee of a Member of Congress in connection with receiving any federal contract, grant, or other award covered by 31 U.S.C. § 1352.

<sup>53</sup> See 2 C.F.R. Part 200, Appendix II, § I (citing 31 U.S.C. § 1352); 44 C.F.R. § 18.110.

The required certification form is found in FEMA regulations.<sup>54</sup> Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal funding. These disclosures are forwarded from tier to tier, all the way up to the federal awarding agency.<sup>55</sup>

## 10.1 Applicability

The Byrd Anti-Lobbying Amendment clause and certification are required for contracts of more than \$100,000, and for subcontracts of more than \$100,000.

## 10.2 Suggested Language

The following provides a sample contract clause:

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally 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 federal awarding agency.”

## 10.3 Required Certification

### 10.3.1 REQUIRED CERTIFICATION LANGUAGE

If applicable, contractors must sign and submit the following certification to the NFE with each bid or offer exceeding \$100,000:

“APPENDIX A, 44 C.F.R. PART 18 – 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:

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

<sup>54</sup> See 44 C.F.R. §§ 18.100, 18.110; 44 C.F.R. Part 18, Appendix A. FEMA’s regulations at 44 C.F.R. Part 18 implement the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352.

<sup>55</sup> See 44 C.F.R. §§ 18.100, 18.110; 44 C.F.R. Part 18, Appendix B. The specific form for disclosures is referenced in Appendix B to 44 C.F.R. Part 18 and is SF-LLL, also available at <https://www.grants.gov/web/grants/forms/sf-424-family.html>.

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.C. 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."

### 10.3.2 RECOMMENDED SIGNATURE LINE:

At the end of the certification language, FEMA recommends including the following signature line.

"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"

## 11. Procurement of Recovered Materials

An NFE that is a state agency or an agency of a political subdivision of a state, and the NFE's contractors must comply with Section 6002 of the Solid Waste Disposal Act.<sup>56</sup> Applicable NFEs must include a contract provision requiring compliance with this requirement.<sup>57</sup> This includes contracts awarded by a state agency or political subdivision of a state and its contractors for certain items, as designated by the EPA, with a purchase price greater than \$10,000.<sup>58</sup> Indian Tribal Governments and nonprofit organizations are not required to comply with this provision. Additional requirements are listed below.

### 11.1 Applicability

This required contract provision applies to all procurements over \$10,000 made by a state agency or an agency of a political subdivision of a state and its contractors.

### 11.2 Additional Requirements

The requirements include:

- Procuring only items designated in EPA guidelines<sup>59</sup> that contain the highest practical percentage of recovered materials consistent with maintaining competition, where the purchase price of the item is greater than \$10,000, or the value of the amount of items purchased in the preceding fiscal year was greater than \$10,000;
- Procuring solid waste management services in a way that maximizes energy and resource recovery; and
- Establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.<sup>60</sup>

### 11.3 Suggested Language

The following provides a sample contract clause:

“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—

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<sup>56</sup> Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962), 2 C.F.R. § 200.323.

<sup>57</sup> See 2 C.F.R. Part 200, Appendix II, § J (citing 2 C.F.R. § 200.323).

<sup>58</sup> See 2 C.F.R. Part 200, Appendix II, § J; 2 C.F.R. § 200.323; 40 C.F.R. Part 247.

<sup>59</sup> 40 C.F.R. Part 247.

<sup>60</sup> 42 U.S.C. § 6962; 2 C.F.R. § 200.323.

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, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

## 12. Prohibition on Contracting for Covered Telecommunications Equipment or Services

Section 889(b)(1) of the [John S. McCain National Defense Authorization Act for Fiscal Year 2019 \(FY2019 NDAA\)](#) and 2 C.F.R. § 200.216, as implemented by [FEMA Policy 405-143-1](#), Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, *may not* obligate or expend any FEMA award funds to:

- a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
- c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

### 12.1 Applicability

For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients, and their contractors and subcontractors, are required to include this contract provision in all FEMA-funded contracts and subcontracts, including any purchase orders.<sup>61</sup> FEMA strongly encourages the use of this contract clause for any contracts where

<sup>61</sup> 2 C.F.R. Part 200, Appendix II, § K (citing 2 C.F.R. § 200.216).

FEMA funding will be used regardless of whether the funding is from FEMA declarations or awards issued on or after November 12, 2020.

## 12.2 Suggested Language

The following provides a sample contract clause:

“Prohibition on Contracting for Covered Telecommunications Equipment or Services

- (a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- (b) *Prohibitions.*
- (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
  - (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
    - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
    - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service 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.
- (c) *Exceptions.*
- (1) This clause does not prohibit contractors from providing—
    - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or



- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
  - (i) Covered telecommunications equipment or services that:
    - i. Are *not used* as a substantial or essential component of any system; and
    - ii. Are *not used* as critical technology of any system.
  - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- (d) *Reporting requirement.*
  - (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
  - (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
    - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
    - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- (e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments."

## 13. Domestic Preferences for Procurements

As appropriate, and to the extent consistent with law, NFEs should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.<sup>62</sup>

### 13.1 Applicability

For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.<sup>63</sup>

### 13.2 Suggested Language

The following provides a sample contract clause:

#### “Domestic Preference for Procurements

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

*Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

*Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

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<sup>62</sup> See 2 C.F.R. § 200.322.

<sup>63</sup> 2 C.F.R. Part 200, Appendix II, § L (citing 2 C.F.R. § 200.322). The requirements of 2 C.F.R. § 200.322 must also be included in all subawards.

# FEMA Recommended Contract Provisions

Appendix II to Part 200 authorizes FEMA to require or recommend additional provisions for NFE contracts. Therefore, FEMA recommends the following:

## 1. Access to Records

NFEs and their contractors and subcontractors must give the Department of Homeland Security (DHS) and FEMA access to records associated with their awards during the federally required record retention period and as long as the records are retained.<sup>64</sup> All parties agree to comply with DHS provisions about accessing people, places, and things related to the federal financial award as necessary or as required by DHS regulations or other applicable laws and policies.<sup>65</sup> Additionally, for contracts entered into after August 1, 2017, under a major disaster or emergency declaration under Titles IV or V of the Robert T. Stafford Disaster Relief Act, FEMA is prohibited from funding any contracts that prevent audits or internal reviews by the FEMA Administrator or Comptroller General.<sup>66</sup>

### 1.1 Suggested Language for All Procurements

The following provides a sample contract clause:

“The Contractor agrees to provide (insert non-federal entity), (insert name of pass-through entity, if applicable), 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.

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.

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.

<sup>64</sup> 2 C.F.R. §§ 200.334, 200.337.

<sup>65</sup> See DHS Standard Terms and Conditions, *available at* <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

<sup>66</sup> See Sections 1202 and 1225 of the Disaster Recovery Reform Act of 2018, Pub. L. No. 115-254.

## 1.2 Additional Suggested Language Applicable to Contracts Entered into After August 1, 2017 Under a Major Disaster or Emergency Declaration

The following provides a sample contract clause:

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the (insert name of the non-federal entity) 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.”

## 2. Changes

To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.<sup>67</sup>

### 2.1 Applicability

FEMA recommends that all contracts include a changes clause 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 depend on the nature of the contract and the procured item(s) or service(s). The NFE should also consult their servicing legal counsel to determine whether and how contract changes are permissible under applicable state, local, or tribal laws or regulations.

## 3. DHS Seal, Logo, and Flags

Recipients must obtain permission before using the DHS seal(s), logos, crests, reproductions of flags, or likenesses of DHS agency officials.<sup>68</sup>

### 3.1 Applicability

FEMA recommends that all NFEs include in their contracts a statement that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without FEMA’s pre-approval.

### 3.2 Suggested Language

The following provides a sample contract clause:

<sup>67</sup> See 2 C.F.R. § 200.403.

<sup>68</sup> See DHS Standard Terms and Conditions, available at <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

“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. The contractor shall include this provision in any subcontracts.”

## 4. Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding

The NFEs and its contractors are required to comply with all federal laws, regulations, and executive orders. Additionally, recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.<sup>69</sup>

### 4.1 Applicability

FEMA recommends that all NFEs include in their contracts a statement acknowledging that FEMA funding will be used in the contract, as well as a requirement that contractors will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

### 4.2 Suggested Language

The following provides a sample contract clause:

“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.”

## 5. No Obligation by Federal Government

FEMA is not a party to any transaction between a NFE and its contractor. Therefore, FEMA is not subject to any obligations or liable to any party for any matter relating to the contract between an NFE and its contractor.<sup>70</sup>

### 5.1 Applicability

FEMA recommends that the NFE include a statement in its contract that the federal government *is not* a party to the contract and, thus, *is not* subject to any obligations or liabilities to any party resulting from the contract.

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<sup>69</sup> See DHS Standard Terms and Conditions, available at <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

<sup>70</sup> See, e.g., 2 C.F.R. § 200.318(k) (stating that the NFE alone is responsible for the settlement of all contractual and administrative issues arising out of procurements).

## 5.2 Suggested Language

The following provides a sample contract clause:

“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.”

## 6. Program Fraud and False or Fraudulent Statements or Related Acts

NFEs must comply with the requirements of the False Claims Act which prohibits submitting false or fraudulent claims for payment to the federal government.<sup>71</sup> As a part of the contract with a NFE, contractors must acknowledge that 31 U.S.C. Chap. 38, regarding administrative remedies for false claims and statements,<sup>72</sup> applies to their actions under their contract.<sup>73</sup>

### 6.1 Applicability

FEMA recommends that contracts include a provision prohibiting making false or fraudulent claims to the federal government.

### 6.2 Suggested Language

The following provides a sample contract clause:

“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.”

## 7. Affirmative Socioeconomic Steps

For procurements under FEMA declarations and awards issued on or after November 12, 2020, all NFEs are required to take the six affirmative steps to ensure use of small and minority businesses, women’s business enterprises, and labor surplus area firms when possible. One of the six steps is to require the prime contractor, if subcontracts are to be let, to take the five other affirmative steps,<sup>74</sup> For procurements under FEMA declarations and awards issued between December 26, 2014, and November 12, 2020, this requirement *only* applies to non-state entities.

<sup>71</sup>31 U.S.C. §§ 3729-3733.

<sup>72</sup> 31 U.S.C. §§ 3801-3812 (detailing the administrative remedies for false claims and statements made).

<sup>73</sup> See DHS Standard Terms and Conditions, *available at* <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

<sup>74</sup> See 2 C.F.R. § 200.321; *compare* 2 C.F.R. § 200.317 (2019), *with* 2 C.F.R. § 200.317 *in* Office of Management and Budget, Guidance for Grants and Agreements, 85 Fed. Reg. 49,506, 49,552 (Aug. 13, 2020).

## 7.1 Applicability

FEMA recommends that applicable NFEs include in their contracts a statement requiring prime contractors, if subcontracts are to be let, to take the required affirmative socioeconomic steps.

## 7.2 Suggested Language

The following provides a sample contract clause:

“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.”

# 8. Copyright and Data Rights

An NFE is required by 2 C.F.R. § 200.315 to provide certain licenses with respect to copyright and data to the federal awarding agency. 2 C.F.R. § 200.315(b) provides to the federal awarding agency “a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use [any work that is subject to copyright] for federal purposes, and to authorize others to do so.” 2 C.F.R. § 200.315(d) provides to the federal government the rights to “obtain, reproduce, publish, or otherwise use” data produced under a federal award and to authorize others to do the same.

## 8.1 Applicability

When an NFE enters into a contract requiring a contractor or subcontractor to produce copyrightable subject matter and/or data for the NFE under the award, the NFE should include appropriate copyright and data licenses to meet its obligations under 2 C.F.R. § 200.315(b) and (d), respectively. Work that is subject to copyright, or copyrightable subject matter, includes 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.<sup>75</sup>

## 8.2 Suggested Language

The following provides a sample contract clause:

“License and Delivery of Works Subject to Copyright and Data Rights”

The Contractor grants to the (insert name of the non-federal entity), 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

<sup>75</sup> See 17 U.S.C. § 102.

such data and grant to the (insert name of the non-federal entity) 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 (insert name of the non-federal entity) 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 (insert name of the non-federal entity)."



# Appendix

## Acronyms

**AFG:** Assistance to Firefighter Grants

**CAGE:** Commercial and Government Entity

**CFR:** Code of Federal Regulations

**DHS:** U.S. Department of Homeland Security

**DRRA:** Disaster Recovery and Reform Act of 2018

**EPA:** U.S. Environmental Protection Agency

**FEMA:** Federal Emergency Management Agency

**GPD:** Grant Programs Directorate

**HQ:** FEMA Headquarters

**NDAA:** National Defense Authorization Act

**NFE:** Non-Federal Entity

**NOFO:** Notice of Funding Opportunity

**OMB:** Office of Management and Budget

**PA:** Public Assistance Program

**PNP:** Private Non-Profit

**PDAT:** Procurement Disaster Assistance Team

**SAM:** System for Award Management

**SAT:** Simplified Acquisition Threshold

**USC:** United States Code

## Definitions

- **Contract:** A legal instrument by which a FEMA award recipient or subrecipient purchases property or services needed to carry out the project or program under a federal award.<sup>76</sup> A contract, for the purposes of this Guide, does not mean a federal award or subaward.
- **Contractor:** *Contractor* means an entity that receives a contract.<sup>77</sup>
- **Cooperative agreement:** A legal instrument of financial assistance between a federal awarding agency or pass-through entity and a non-Federal entity, that is consistent with 31 U.S.C. 6302-6305.<sup>78</sup>
- **Federal awarding agency:** The federal agency that provides a federal award directly to a non-Federal entity (NFE). The federal awarding agency discussed in this Guide is FEMA.
- **Federal Emergency Management Agency (FEMA):** *FEMA's* statutory mission is to reduce the loss of life and property and protect the Nation from all hazards, including natural disasters, acts of terrorism, and other man-made disasters, by leading and supporting the Nation in a risk-based, comprehensive emergency management system of preparedness, protection, response, recovery, and mitigation.<sup>79</sup> Among other things:
  - FEMA administers its programs and carries out its activities through its headquarters offices in Washington, D.C.; ten Regional Offices; Area Offices for the Pacific, Caribbean, and Alaska; various Recovery Offices; and temporary Joint Field Offices (JFO).
  - FEMA administers numerous assistance programs annually for on a regular basis to increase the Nation's preparedness, readiness and resilience to all hazards. These assistance programs are typically available to NFEs including, but not limited to, states, local governments, Indian Tribes, universities, hospitals, and certain private nonprofit organizations.
  - Each program is governed by the applicable federal law, regulations, executive orders and FEMA program-specific policies. As the Federal awarding agency for these programs, FEMA is responsible for the proper management and administration of these programs as otherwise required by law and enforcing the terms of the agreements it enters with NFEs that receive FEMA financial assistance, consistent with the requirements at 2 C.F.R. Part 200.

<sup>76</sup> 2 C.F.R. § 200.1 *Contracts*.

<sup>77</sup> 2 C.F.R. § 200.1 *Contractor*.

<sup>78</sup> 2 C.F.R. § 200.1 *Cooperative agreement*.

<sup>79</sup> See Homeland Security Act of 2002, Pub. L. No. 107-296, § 503 (2002) (codified as amended at 6 U.S.C. § 313).

- **Federal award:** The financial assistance that an NFE receives either directly from a Federal awarding agency or indirectly from a pass-through entity.<sup>80</sup> In this Guide, the term is used interchangeably with “FEMA Award,” “grant,” and “financial assistance.”
- **Grant agreement:** A legal instrument of financial assistance between a Federal awarding agency or pass-through entity and an NFE that, consistent with 31 U.S.C. §§ 6302, 6304: Is used to transfer anything of value from the Federal awarding agency or pass-through entity to the NFE to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. § 6101(3)); and does not include an agreement that provides only:
  - Direct United States government cash assistance to an individual;
  - A loan;
  - A subsidy;
  - A loan guarantee; or
  - Insurance.
- **Indian tribe (or “federally recognized Indian tribe”):** *Indian tribe* means any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act (43 U.S.C. Chapter 33), which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians (25 U.S.C. 450b(e)).<sup>81</sup> See annually published [Bureau of Indian Affairs list of Indian Entities Recognized and Eligible to Receive Services](#). For the purposes of this Guide, used interchangeably with “Indian Tribal government”.
- **Local government:** *Local government*<sup>82</sup> means any unit of government within a state, including a:
  - County
  - Borough
  - Municipality
  - City
  - Town
  - Township
  - Parish
  - Special district
  - School District
  - Intrastate district
  - Council of governments, whether incorporated or not as a nonprofit corporation under state law
  - Local public authority, including any public housing agency under the United States Housing Act of 1937
  - Any other agency or instrumentality of a multi-regional, or intra-state or local government

<sup>80</sup> 2 C.F.R. § 200.1 *Federal award*.

<sup>81</sup> 2 C.F.R. § 200.1 *Indian tribe*.

<sup>82</sup> 2 C.F.R. § 200.1 *Local government*.

- **Non-Federal Entity (NFE):** A state, local government, Indian tribe, Institution of Higher Education, or eligible private nonprofit organization that carries out a federal award as a recipient or subrecipient.<sup>83</sup> In this Guide, NFEs include state and non-state entities.
- **Non-State Entity:** A *non-state entity* is an eligible FEMA award recipient or subrecipient that does not meet the definition of a “state under 2 CFR 200.1.
- **Nonprofit organization** (in this Guide, it is used interchangeably with “Private Nonprofit Organization or PNP”): *Nonprofit organization*<sup>84</sup> means any corporation, trust, association, cooperative, or other organization, not including Institutions of Higher Education, that:
- **Recipient:** An NFE that receives a federal award directly from a Federal awarding agency to carry out an activity under a federal program. The term recipient does not include subrecipients.<sup>85</sup> A recipient is responsible for administering the federal award in accordance with applicable federal laws. Examples of recipients include state, Indian tribe, or territorial governments.
- **Pass-through entity:** A recipient that provides a subaward to a subrecipient to carry out part of a federal program is known as the pass-through entity.<sup>86</sup> Pass-through entities are responsible for processing subawards to subrecipients and ensuring subrecipient compliance with the terms and conditions of the FEMA award agreement.
- **Political Subdivision:** A *political subdivision* means the unit of government that the State determines to have met the State’s legislative definition of a political subdivision.<sup>87</sup>
- **Simplified Acquisition Threshold (SAT):** *Simplified acquisition threshold* means the dollar amount below which an NFE may purchase property or services using small purchase methods. NFEs adopt small purchase procedures to expedite the purchase of items costing less than the simplified acquisition threshold. The federal SAT is set by the FAR at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908.<sup>88</sup> As of June 2018, the federal SAT is \$250,000,<sup>89</sup> but is periodically adjusted for inflation.
- **State:** *State* means any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, and any agency or instrumentality thereof exclusive of local governments.<sup>90</sup> In this Guide, state is used interchangeably with “state entity”.

<sup>83</sup> 2 C.F.R. § 200.1 *Non-Federal entity*.

<sup>84</sup> 2 C.F.R. § 200.1 *Nonprofit organization*.

<sup>85</sup> 2 C.F.R. § 200.1 *Recipient*.

<sup>86</sup> 2 C.F.R. § 200.1 *Pass-through entity*.

<sup>87</sup> 40 C.F.R. § 35.6015(a) *Political subdivision*

<sup>88</sup> 2 C.F.R. § 200.1 *Simplified acquisition threshold*.

<sup>89</sup> Section 805 codified at 41 U.S.C. § 134; OMB Memo (M-18-18), available at <https://www.whitehouse.gov/wp-content/uploads/2018/06/M-18-18.pdf>.

<sup>90</sup> 2 C.F.R. § 200.1 *State*. Some hospitals and IHEs as defined by 2 C.F.R. § 200.1 *Hospitals* and 2 C.F.R. § 200.1 *Institutions of Higher Education* respectively, may meet the definition of a State.

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Contract Provisions Guide

- **Subaward:** An award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.<sup>91</sup> In this Guide, the term is used interchangeably with "subgrant."
- **Subrecipient:** An NFE that receives a subaward from a pass-through entity to carry out part of a federal program but does not include an individual that is a beneficiary of such program.<sup>92</sup>
- **Uniform Rules:** The series of regulations found at 2 C.F.R. Part 200 that establishes *Uniform Administrative Requirements, Cost Principles, and Audit Requirements* for federal awards to NFEs. The *Uniform Rules* are referred to by several names throughout the remaining portions of this Guide. Some of the names include standards, requirements, rules, and regulations.

**ACKNOWLEDGMENT OF FEMA CONTRACT PROVISIONS BY CONTRACTOR:**

I, Curtis representative for Contractor: Home Team am of the full understanding that the 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 are APPLICABLE TO THIS PROFESSIONAL AGREEMENT DOCUMENT.

CONTRACT/PROFESSIONAL AGREEMENT, DESCRIPTION OF SERVICES TO BE PROVIDED BY CONTRACTOR: Home Team Inspection Service

Curtis Carr  
 PRINTED NAME

DATE: 4-17-23

Curtis Carr  
 SIGNATURE

---

<sup>91</sup> 2 C.F.R. § 200.1 Subaward.

<sup>92</sup> 2 C.F.R. § 200.1 Subrecipient.



**Construction Contract Change Order**

<b>Project:</b> Taxiway A Rehabilitation Jack Brooks Regional Airport Garver Job No. 22A12501	<b>Change Order No.</b> 1  <b>Date Prepared:</b> <b>Prepared by:</b>
<b>Owner:</b> Jefferson County Texas 1149 Pearl Street, 1st Floor Beaumont, TX 77701	<b>Contractor:</b> Brizo Construction, LLC 9100 Canniff St Houston, TX 77017

**Description of Work Included in Contract**  
 Pavement Removal and Rehabilitation of Taxiway A

**Changes and Reasons Ordered (List Individual Changes as: A, B, C, D, etc.)**  
 A. Additional asphalt surface discovered in several areas necessitated need for a change in equipment.

Attachments:

Contract Changes	Bid Item No.	Bid Item Description	Unit of Measure	Original Contract Quantity	Contract Unit Price	Revised Estimated Quantity	Revised Unit Price	Original Estimated Cost	Revised Estimated Cost
A	P-101-5.3	Asphalt Pavement Removal	SY	0	\$0.00	26,400	\$1.47	\$0.00	\$38,808.00
								\$0.00	\$0.00
								\$0.00	\$0.00
								\$0.00	\$0.00
								\$0.00	\$0.00
								\$0.00	\$0.00
								\$0.00	\$0.00
<b>Summation of Cost</b>								<b>\$0.00</b>	<b>\$38,808.00</b>
<b>Net Cost for this Change Order</b>								<b>\$0.00</b>	<b>\$38,808.00</b>

<b>Estimated Project Cost</b>		<b>Time Change</b>	
Original Contract Amount	\$6,468,928.10	Original Contract Start Date	November 28, 2022
This Change Order	\$38,808.00	Original Contract Time (calendar days)	240
New Contract Amount	\$6,507,736.10	Additional Calendar Days granted by this Change Order	
Percent Change in Contract	0.60%	New Contract Time (calendar days)	240
		Suspended Time	
		New Construction Completion Date	July 26, 2023

**THIS AGREEMENT IS SUBJECT TO ALL ORIGINAL CONTRACT PROVISIONS AND PREVIOUS CHANGE ORDERS**

<b>ISSUED FOR REASONS INDICATED ABOVE</b>	_____ Engineer's Signature	Sr. Project Manager _____ Title	02/22/23 _____ Date
<b>ACCEPTED BY CONTRACTOR</b>	_____ Contractor's Signature	Sr. Project Manager _____ Title	2/15/23 _____ Date
<b>APPROVED BY OWNER</b>	_____ Owner's Signature JEFFER. BRANICK	JEFFERSON COUNTY JUDGE _____ Title	April 25, 2023 _____ Date

**ATTEST**   
**DATE** 4-25-23



# BRIZO CONSTRUCTION

WWW.BRIZOCONSTRUCTION.COM

January 13, 2023

Ken Rutabana, PE  
Project Manager  
Garver  
12141 Wickchester Lane Suite 200  
Houston, Texas 77079

Taxiway A Rehabilitation, Jack Brooks Region Airport  
Jefferson County Project No. 22-011/JW  
Garver Project No.: 20A12501

RE: Change in Pavement Demolition Scope

Dear Mr. Rutabana,

On the above referenced project, I submit the following revised price for the asphalt pavement removal for your approval:

Item #	Description	UoM	Quantity	Unit Price	Amount
P-101-5.3	Asphalt Pavement Removal	sy	26,400.00	1.47	38,808.00

In addition to this Brizo Construction request that seven calendar days be added to phase 2 of the job.

Sincerely,



Brizo Construction, LLC  
Glenn Dunlap, Project Manager



16840 Clay Road, Suite 115  
Houston, TX 77084  
O: (281) 496-0401

## Request for Change Order

To: Brizo Construction, LLC  
9100 Canniff Street  
Houston, TX 77017

Project: 10204  
Jack Brooks Airport

RFC No: 01 Rev 01  
Date: 12/12/2022  
Description: Cost associated with this RFC is to separate asphalt from concrete since the material cannot be hauled off together.

	Qty.	UoM	Unit Cost	Amount
Milling Machine	26,400	sy	1.40	36,960.00
				36,960.00
		Overhead & Profit	10%	0.00
		<b>Total</b>		<b>36,960.00</b>

The above work is subject to the same conditions as specified in the original contract unless otherwise stipulated.

Upon approval the sum of \$36,960.00 will be added to the contract price.

Original Contract	\$444,840.00
Other Approved Change Orders	\$0.00
Total Contract to Date	\$444,840.00
This Request	\$36,960.00
Other Pending Requests	\$0.00
Total Contract plus Pending RFCs	\$481,800.00





16840 Clay Road, Suite 115  
Houston, TX 77084  
O: (281) 496-0401

<b>INCLUSIONS &amp; CLARIFICATIONS:</b>	<b>EXCLUSIONS:</b>
<ul style="list-style-type: none"> <li>o \$1,000,000 / \$2,000,000 occurrence-based liability insurance with \$5,000,000 excess umbrella coverage. Additionally, insured parties must be agreed upon by <b><u>EZ DEMOLITIONS AND UNDERGROUND LLC (EZ)</u></b></li> <li>o Any items the owner intends to salvage must be removed from the site prior to the mobilization of EZ to the jobsite, or a prior agreement must be established.</li> <li>o EZ assumes (unless specified) that we will have unencumbered access to the work area, and egress routes during the entirety of our scheduled scope. Lost time due to early trades, or incomplete make-safe will result in additional charges.</li> <li>o EZ retains ownership of all ferrous &amp; non-ferrous scrap, equipment, machinery, and materials in the work areas/ project site.</li> <li>o Retainage, if applicable, is to be paid back to by project substantial completion</li> <li>o EZ will not mobilize or commence work without a signed contract, work authorization, or NTP.</li> <li>o Any disposal or recycling diversion tracking must be made known to EZ. Management prior to project commencement or records may not be available.</li> <li>o EZ will complete all work in strict accordance with all applicable OSHA, EPA, STATE, &amp; LOCAL regulations, and the project specifications. Our company behavioral based safety program often exceeds these safety protocols.</li> <li>o EZ Demolition &amp; Underground strives to be a reliable turnkey contractor that serves their General Contractor &amp; Owner clients with respect, and in a safe, responsible, and efficient manner. We ask that as much as possible, can execute our processes in our preferred methods, and pre-planned schedule of work. Unexpected changes ultimately delay completion and hinder project success.</li> </ul>	<ul style="list-style-type: none"> <li>o Drawings from other scopes/trades that are not specifically noted in the proposal. EZ considers additional demolition required for build-back by other trades to be change-order work.</li> <li>o Unforeseen flooring compounds, mastics, glues, mortar, leveling materials, and additional layers of floor finish.</li> <li>o Engineered shoring, scaffolding, or bracing.</li> <li>o Backfill &amp; Imported Fill</li> <li>o Utility disconnects, cutting, capping, &amp; MEP make-safe.</li> <li>o Supply &amp; connection of temporary utilities &amp; services</li> <li>o Universal Waste &amp;/OR Hazardous Materials not mentioned in the proposal</li> <li>o <b>ALL BUILD-BACK &amp; PATCH &amp; REPAIR IS EXCLUDED</b></li> <li>o <b>LAYOUT OF SAW-CUTTING &amp; OPENINGS ARE EXCLUDED</b></li> <li>o Saw-cutting for MEP &amp; utility trades build-back or rework is excluded.</li> <li>o Additional salvage items not outlined specifically in the drawings, or this proposal</li> <li>o Demolition of below-grade structures not identified such as grade beams, footings, piers, or vaults.</li> <li>o Third party services such as air monitoring, or surveying are excluded. EZ performs only OSHA sampling</li> <li>o SALES TAXES are excluded from pricing. Taxes will be charged unless a completed and signed Certificate of Capital Improvement, or Tax-Exempt Documentation are provided.</li> </ul>
<p><b>Acceptance of Proposal:</b> Sign &amp; Return, or email confirmation will serve as NOTICE TO PROCEED on this proposal.</p>	

Authorized Signature: CWH Date: 12/12/00  
EZ Demolitions & Underground LLC

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Brizo Construction, LLC



April 20, 2023

Jefferson County  
1149 Pearl Street  
Beaumont, Texas 77701  
Email: [jameywest@jeffcotx.us](mailto:jameywest@jeffcotx.us)  
Tel: 409-835-8793  
Attn: Ms. Jamey West, Contract Specialist

**RE: Proposal for Asbestos Consulting & Air Monitoring Services  
Rehabilitation of Jerry Ware General Aviation Terminal  
5000 Jerry Ware Drive  
Beaumont, Texas 77705  
HES Proposal No. 23-317-702**

Honesty Environmental Services, Inc. (HES) is pleased to submit the following proposal for the Asbestos Consulting Services to include the on-site project management and air-monitoring/analytical services at the above-referenced site. This project will be in compliance with Texas Department of State Health Services (DSHS) regulations for Renovation/Demolition in public buildings. **Honesty Environmental Services, Inc. is an accepted vendor for the Region 5 ESC's "Environmental Services (excludes engineering services) #20220404" category by the Southeast Texas Cooperative Purchasing Organization for the contract year of June 1, 2022 to May 31, 2023.**

The Asbestos Consulting Services include:

- Providing state-licensed air monitoring technician to conduct air-monitoring services during the asbestos abatement process
- Providing BD XII low volume pumps, Bios Defender Calibrator, air sampling cassettes
- Providing Olympus CX22 Microscope with slides, coverslips, etc.
- Providing state-licensed laboratory analysis with NIOSH 582
- Providing state-licensed project manager to observe and record the abatement contractor's work procedures and progress on a daily basis
- Conducting visual inspections and clearance sampling by Phase Contrast Microscopy (PCM)
- Preparing a final report that will be the owner's permanent record of the abatement/demolition project. The final report will include daily field reports, ambient air sample results, documentation of usual and unusual events that occur during the abatement/demolition, and all pertinent submittals



**HES** proposes to provide Asbestos Consulting Services as outlined above for a lump sum amount of **\$4,990.00**.

**Closing**

HES appreciates this opportunity to provide our Asbestos Consulting Services to Jefferson County. Immediate attention will be given to this project upon receipt of this signed Client Engagement Letter by email at [sara@honestyenvironmental.com](mailto:sara@honestyenvironmental.com). Should you have any questions, please contact me at (409) 632-2601. Thank you for the opportunity to be of service to you on this project.

Sincerely,  
Honesty Environmental Services, Inc.



Daniel R. Ward  
Vice President  
Asbestos Consultant License No. 10-5479

Asbestos Consulting & Air Monitoring Services Proposal  
Jefferson County  
Rehabilitation of Jerry Ware General Aviation Terminal  
5000 Jerry Ware Drive, Beaumont, TX 77705  
HES Proposal No. 23-317-702  
Page 3 of 3

Your signature below hereby authorizes Honesty Environmental Services, Inc. (HES), to perform the environmental services detailed above. You further agree that the total cost of this project will be invoiced following the delivery of our completed results; and payment is due within thirty days. The payment of HES's invoice for performance of the above services is not subject to any contingency (e.g., sale, loan approval, transaction closure, or your payment from client) related to the site being investigated.

AGREED TO AND ACCEPTED THIS 25<sup>th</sup> DAY OF April, 2023 by:

Name: Jeff R. Branick

Signature: [Handwritten Signature]

Title: Jefferson County Judge

Company: Jefferson County, TX



ATTEST [Handwritten Signature]  
DATE 4-25-23

Jefferson County

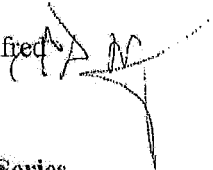


Precinct Four

Everette "Bo" Alfred  
Commissioner

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

**MEMO**

TO: Ms. Fran Lee, Auditing  
FROM: Commissioner Everette Alfred   
DATE: April 14, 2023  
RE: **Transfer Funds -Out of Series**

---

Please make the following transfer as indicated.

- Transfer **\$2,500** from account # 114-0402-431.30-79 (Crushed Stone) into account # 114-0405-431.40-14 (Shared Equipment); and
- Transfer **\$2,500** from account # 114-0402-431.30-79 (Crushed Stone) into account # 114-0405-431.40-18 (Road Machinery); and
- Transfer **\$2,500** from account # 114-0402-431.30-79 (Crushed Stone) into account # 114-0405-431.40-08 (Automobiles and Trucks) for additional cost of equipment parts and repairs.

Thank you.

EA/ir

**AMENDMENT TO CONTRACT**

THE STATE OF TEXAS    )  
   )  
   )  
 COUNTY OF TRAVIS     )

**AMENDMENT NO.        4       TO CONTRACT NO.     CA-0000997**

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

**In accordance with the terms of the above referenced contract executed January 22, 2021, Amendment 1 executed December 17, 2021, Amendment 2 executed June 29, 2022, and Amendment 3 executed October 28, 2022, TPWD hereby amends the project entitled, "Mesquite Point Public Boat Ramp" as follows:**

**SECTION IX, TERM OF CONTRACT, the contract termination date is extended by seven (7) months. The new Contract term date is December 31, 2023.**

The total TPWD reimbursable funding amount remains and shall not exceed \$861,032 (eight hundred sixty-one thousand thirty-two dollars) as funded through the Department of Commerce National Oceanic and Atmospheric Administration (NOAA) Grant Number NA19NMF0220006, CFDA 11.022, Hurricane Harvey Disaster Recovery Grant (amended).

Budgeted monies not spent in Fiscal Year (FY) 2023 will roll over to form the budget for FY 2024.

**Attachment A, Section L., Deliverables, is updated to include the following new reporting and project completion dates for FY 2023 and FY 2024:**

- |   |   |                          |
|---|---|--------------------------|
| • | Interim Performance Report to TPWD        | April 30, 2022           |
| • | Interim Performance Report to TPWD        | July 31, 2022            |
| • | Interim Performance Report to TPWD        | October 31, 2022         |
| • | Interim Performance Report to TPWD        | January 31, 2023         |
| • | Interim Performance Report to TPWD        | April 30, 2023           |
| • | <b>Interim Performance Report to TPWD</b> | <b>July 31, 2023</b>     |
| • | <b>Interim Performance Report to TPWD</b> | <b>October 31, 2023</b>  |
| • | <b>Complete Construction</b>              | <b>October 31, 2023</b>  |
| • | <b>Final Inspection by TPWD</b>           | <b>November 30, 2023</b> |
| • | <b>Final Performance Report to TPWD</b>   | <b>January 31, 2024</b>  |

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

[Signature page to follow]

RECEIVING AGENCY

PERFORMING AGENCY

TEXAS PARKS AND WILDLIFE DEPARTMENT

JEFFERSON COUNTY

---

By: \_\_\_\_\_  
Clayton Wolf  
Chief Operating Officer

---

By: \_\_\_\_\_  
Authorized Signature

Date: \_\_\_\_\_  
SAM  
UEID: \_\_\_\_\_ EVA9NVGH2K85

Date: \_\_\_\_\_  
SAM  
UEID: \_\_\_\_\_ EKC1BVNLJXA8

Management Information Systems Dept.  
1149 Pearl Street Fl 6  
Beaumont, Texas 77701



Director, Jeff Ross  
Assistant Director, Mary Helm  
(409) 835-8447

With the existing AS/400 programmer/analysts retiring or leaving at this time we would like to be able to maintain our existing level of support to the many employees of Jefferson County by switching two of the programmer/analyst positions to analyst/programmer positions. The difference being that analysts would be more efficient at working with the employees directly to determine their needs and then turn the work over to a vendor or an in-house programmer/analyst. We would like to assign the positions in the following manner:

Source Position	Destination Position	Step	Quantity	Budgeted Salary
Programmer/Analyst	Analyst/Programmer	62	1	\$75,654
Senior Programmer/Analyst	Senior Analyst/Programmer	67	1	\$80,686

The estimated annual savings including fringes would be \$18,650

Sincerely,

Jeff Ross



OMB No. 1121-0329  
Expires 12/31/2023

U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance




---

## BJA FY 23 State Criminal Alien Assistance Program

**Assistance Listing Number #** 16.606

**Grants.gov Opportunity Number:** O-BJA-2023-171698

**Solicitation Release Date:** March 29, 2023 3:00 PM ET

**Application Grants.gov Deadline:** May 24, 2023 8:59 PM ET

**Application JustGrants Deadline:** May 31, 2023 8:59 PM ET

---

### Overview

Under the statutorily required State Criminal Alien Assistance Program (SCAAP), the Office of Justice Programs (OJP) of the U.S. Department of Justice (DOJ) makes payments to eligible "states" and "units of local government" that incur certain types of costs due to "incarceration" of "undocumented criminal aliens" during a particular 12-month reporting period. **The reporting period for the FY 2023 program is July 1, 2021, through June 30, 2022.**

Before entering **any** information into the online application for the FY 2023 program, the government official who will complete and submit the application on behalf of an applicant government **must** carefully review this document.

This solicitation incorporates guidance provided in the OJP Grant Application Resource Guide which provides additional information for applicants to prepare and submit applications to OJP for funding. **If this solicitation expressly modifies any provision in the OJP Grant Application Resource Guide, the applicant is to follow the guidelines in this solicitation as to that provision.**

This solicitation expressly modifies the OJP Grant Application Resource Guide by not incorporating the "Limitation on Use of Award Funds for Employee Compensation; Waiver" provisions in the "Financial Information" section of the OJP Grant Application Resource Guide.

### Eligible Applicants:

City or township governments, County governments, State governments

### Contact Information

For assistance with the requirements of this solicitation, or other aspects of the FY 2023

program, contact the **SCAAP Help Desk** by phone at 1-202-353-4411 or by email to [SCAAP@usdoj.gov](mailto:SCAAP@usdoj.gov). The SCAAP Help Desk operates Monday–Friday from 9 a.m. to 5 p.m. eastern time (ET). It is closed on federal holidays.

### **Submission Information**

**Registration:** Before submitting an application, all applicants must register with the System for Award Management (SAM). You must renew and validate your registration every 12 months. If you do not renew your SAM registration, it will expire. An expired registration can delay or prevent application submission in Grants.gov and JustGrants. Registration and renewal can take up to 10 business days to complete.

**Submission:** Applications must be submitted to DOJ electronically through a two-step process via Grants.gov and JustGrants.

**Step 1:** The applicant must submit by the Grants.gov deadline the required Application for Federal Assistance standard form (SF-424) when they register in Grants.gov at <https://www.grants.gov/web/grants/register.html>. **Submit the SF-424 as early as possible, but no later than 48 hours before the Grants.gov deadline.** If an applicant fails to submit in Grants.gov, they will be unable to apply in JustGrants.

For technical assistance with submitting the SF-424 in Grants.gov, contact the Grants.gov Customer Support Hotline at 800-518-4726, 606-545-5035, [Grants.gov Customer Support](#), or [support@grants.gov](mailto:support@grants.gov). The Grants.gov Support Hotline operates 24 hours a day, 7 days a week, except on federal holidays.

**Step 2:** The applicant must submit the **full application**, including attachments, in JustGrants at [JustGrants.usdoj.gov](https://www.justgrants.usdoj.gov) by the JustGrants application deadline.

For technical assistance with submitting the **full application** in JustGrants, contact the JustGrants Service Desk at 833-872-5175 or [JustGrants.Support@usdoj.gov](mailto:JustGrants.Support@usdoj.gov). The JustGrants Service Desk operates 7 a.m. to 9 p.m. ET Monday–Friday and 9 a.m. to 5 p.m. ET on Saturday, Sunday, and federal holidays.

OJP encourages applicants to review, the “How to Apply” section in the [OJP Grant Application Resource Guide](#) and the [JustGrants website](#) for more information, resources, and training. Applicants should maintain all receipts and confirmations received from SAM.gov, Grants.gov, JustGrants systems. Also see the [SCAAP Application Submission and Acceptance Job Aid Reference Guide](#).

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## Program Description

### Overview

OJP is committed to advancing work that promotes civil rights and racial equity, increases access to justice, supports crime victims and individuals impacted by the justice system, strengthens community safety and protects the public from crime and evolving threats, and builds trust between law enforcement and the community.

OJP's Bureau of Justice Assistance (BJA) administers SCAAP. Under SCAAP, OJP is statutorily required to make payments to "states" and "units of local government" that incur certain types of costs due to the "incarceration" of "undocumented criminal aliens" during a specific 12-month reporting period. See below for a detailed discussion of eligibility and definitions, including the definitions of "state," "unit of local government," "incarceration," and "undocumented criminal aliens" for purposes of SCAAP.

Under the FY 2023 program, payments will be made in connection with "undocumented criminal aliens" who had been convicted of at least one felony or two misdemeanors (typically for violations of state or local law) and who were "incarcerated" under the legal authority of the applicant government for at least 4 consecutive days during the "reporting period." (Additional details are set out in later sections of this document.)

As part of its application, each applicant government provides particular information about individuals it "incarcerated" — under its own legal authority — for at least 4 consecutive days during the "reporting period" and whom the applicant government either (1) knows were "undocumented criminal aliens" or (2) reasonably and in good faith believes were "undocumented criminal aliens." (Note: OJP transmits the data submitted on such individuals to the U.S. Department of Homeland Security (DHS) for a detailed review.) As part of its application, each applicant government also must provide information pertinent to its average costs of incarceration during the "reporting period."

Broadly speaking, SCAAP payments are calculated from information provided by applicant governments in online applications, information provided to OJP by DHS regarding the DHS review of data on "eligible inmates," and the amount of appropriated funds available for the SCAAP application cycle (e.g., for the FY 2023 program). Detailed information on payment calculations can be found in Appendix D: SCAAP Payment Calculations – General Overview. All information submitted as part of an application is subject to appropriate review by OJP.

### Statutory Authority

The FY 2023 program is authorized by 8 U.S.C. 1231(i); Department of Justice Appropriations Act, 2023 (Pub. L. No. 117-328), 136 Stat. 4459, 4535.

### Specific Information

### **Restriction on Use of SCAAP Payment; Associated Records**

As a matter of federal law, a “state” or “unit of local government” that receives a payment under the FY 2023 program must use the payment “only for correctional purposes.” See 8 U.S.C. § 1231(i)(6).

**“Correctional Purposes”:** With respect to a “state” or “unit of local government,” use of a SCAAP payment for “correctional purposes” means:

- Use of the funds to pay any cost reasonably attributable to that government’s operation of a “correctional facility” for its own use such as:
  - Salaries and wages paid to employees who work primarily and directly in the “correctional facility” regardless of whether those employees are “correctional officers.”
  - Costs of employment benefits provided to (or on behalf of) employees who work directly in and for the “correctional facility.”
  - The reasonably allocable portion of the salaries, wages, and benefits paid to employees who, although not primarily and directly working in and for the “correctional facility,” provide necessary services either to the correctional facility (e.g., administrative support) or the individuals “incarcerated” in the correctional facility (e.g., medical care, transportation).
  - Repair, maintenance, and “overhead” (e.g., utilities) costs reasonably attributable to operation of the “correctional facility.”
- Use of the funds for payments to a “contract correctional facility” that are reasonably attributable to “incarceration” of individuals in such a facility on behalf of (pursuant to the legal authority of) the pertinent “state” or “unit of local government.”

### **Maintenance of Records**

An applicant government that receives a payment under the FY 2023 program must, for not less than 3 years after the date it draws down that payment from OJP, maintain records sufficient to demonstrate that the payment was used solely for “correctional purposes,” and must make those records available to DOJ, including OJP, upon request.

### **Limit on Request for Compensation**

As a matter of federal law, “no jurisdiction shall request compensation for any cost greater than the actual cost for federal immigration and other detainees housed in state and local detention facilities.” See, e.g., Department of Justice Appropriations Act, 2023 (Pub. L. No. 117-328), 136 Stat. 4459.

### **Federal Award Information**

#### **Solicitation Categories**

This solicitation does not include Solicitation Categories.

## Awards, Amounts and Durations

### Anticipated Number of Awards

550

### Anticipated Maximum Dollar Amount of Awards

59,000,000

### Period of Performance Start Date

7/1/21

### Period of Performance Duration (Months)

12

### Anticipated Total Amount to be Awarded Under Solicitation

210,416,630

## Availability of Funds

This solicitation, and awards under this solicitation, are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by the agency or by law. In addition, nothing in this solicitation is intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.

## Eligibility Information

**Important Note:** The online FY 2023 SCAAP application specifically incorporates by reference the **eligibility requirements, definitions of terms, and detailed application instructions** set out in this document. To assist applicants, this document uses quotation marks to highlight defined terms (e.g., “state,” “unit of local government,” “undocumented criminal alien,” “eligible inmate,” and “correctional purposes”).

In general, a “state” or “unit of local government” is eligible to apply for a payment under the FY 2023 program if it “incarcerated” individuals in a “correctional facility” during the “reporting period” whom it either (1) knows were “undocumented criminal aliens” or (2) reasonably and in good faith believes were “undocumented criminal aliens.”

Absent highly unusual circumstances, OJP will not extend the application deadline or permit an applicant government to submit its application after the application deadline. Much as in previous years, promptly after the application deadline, OJP will transmit to DHS the data on “eligible inmates” from all of the applications submitted in JustGrants prior to the application deadline. The volume of “eligible inmates” data transmitted to DHS (and the nature and complexity of the DHS review of those data) is such that it is not possible to transmit supplemental or corrected data to DHS.

Any application must be completed and submitted by a government official with the legal authority to apply to the FY 2023 program on behalf of the chief executive of the applicant government. This “submitting government official” must be registered in JustGrants in order to complete and submit an application to the FY 2023 program.

Instructions on how to register in JustGrants and how to access the online application for the FY 2023 program appear in the How to Apply section.

**Only a “state” or “unit of local government” is eligible to apply, and only on its own behalf.**

For purposes of the FY 2023 program:

“**State**” includes the District of Columbia, Puerto Rico, Guam, the U.S. Virgin Islands, the Commonwealth of the Northern Mariana Islands, and American Samoa.

“**Unit of local government**” means a political subdivision of a “state” with authority to independently establish a budget and impose taxes (typically, a “general-purpose” political subdivision of a state). The term may include a county or municipality (e.g., city, county, town, township, village, borough, or parish). Note: A department or agency that is part of such a “unit of local government” is not itself considered a “unit of local government,” and applications listing an agency that is not the “unit of local government” will be denied.

Joint applications by two or more “states” or “units of local government” are not permitted, even if the application names only one state or unit of local government as the applicant. As a rule, an application must not incorporate or report data on either (1) individuals held in custody by the applicant government on behalf of (pursuant to the legal authority of) another state or unit of local government or (2) costs associated with individuals held in custody on behalf of another state or unit of local government.

Similarly, a governmental entity that is not itself a “state” or a “unit of local government” (e.g., a regional jail, special jail district, or regional jail authority or board) is not eligible to apply. Rather, each “state” or “unit of local government” that uses the regional facility may include (as part of its own application) data that directly reflect its own use of the facility.

### **Certifications in the Online Application for the FY 2023 Program**

As part of the online application to the FY 2023 program, the “submitting government official” must make a number of detailed certifications to OJP under penalty of perjury, including formal certifications regarding the accuracy of the information being provided, the official’s conformity with the requirements and instructions set out in this document, and the official’s legal authority to execute the certifications and submit the application on



behalf of the applicant government.

JustGrants is designed to reject an application to the FY 2023 program if the “submitting government official” fails to execute any of the required certifications. An application cannot and will not be considered submitted (including for purposes of the application deadline) until all of the certifications have been made. See the Disclosures and Assurances section for more information.

### **DOJ Reliance on the Required Certifications as Material; Penalties for False Statements**

As indicated in the text of each required certification, DOJ, including OJP, will rely on each certification submitted in connection with an application to the FY 2023 program as a material representation in any decision to make a payment.

A materially false, fictitious, or fraudulent statement to the federal government (or concealment or omission of a material fact) as part of a required certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject both the “submitting government official” and the applicant government to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and §§ 3801-3812). Also, certifications provided to OJP in connection with the FY 2023 program are subject to review by DOJ, including by OJP and the DOJ Office of the Inspector General.

### **Application and Submission Information**

In the online SCAAP application, each applicant government will be asked to provide specific types of information. In general, they are:

- Information on the applicant government and its “chief executive.”
- Information on the “submitting government official.”
- Data on “eligible inmates” during the “reporting period,” which are provided through upload of a single ASCII- formatted file.
- Data pertinent to the applicant government’s costs of incarceration for the “reporting period,” including information on “correctional officers” and associated salary expenditures, the total number of inmates incarcerated, and the “maximum bed count” in the applicant’s “correctional facilities.”

### **“Submitting Government Official”**

The online SCAAP application may be completed and submitted only by an appropriate official of the applicant government. For each applicant government, there may be only one “submitting government official.” That “submitting government official” must have the legal authority to apply to the FY 2023 program on behalf of the applicant government, must have the necessary knowledge and information to complete the entire application accurately, and must in fact complete and submit all sections of the application. **Due**

**diligence is required.**

The certifications within the online application vary in their precise content, but in each of them, the “submitting government official” must certify, on behalf of the official and the applicant government, under penalty of perjury, that the information entered is “true and correct to the best of my knowledge and belief, based upon diligent inquiry and review,” and is provided in accordance with the requirements, definitions, and instructions set out in this document. In addition, in each such certification, the “submitting government official” certifies that the official has “the legal authority to make this certification to OJP, including from the chief executive of the applicant government.”

**Part I. Information on the SCAAP Applicant Government and Its “Chief Executive”**

**Information on the Applicant “State” or “Unit of Local Government”**

Refer to the information under “Eligibility,” including the definitions of “state” and “unit of local government,” to determine whether an interested entity is eligible to apply.

If the prospective applicant is in fact a “state” or “unit of local government,” enter the appropriate information for the applicant government in section 1 of the application.

**Information on the “Chief Executive” of the Applicant “State” or “Unit of Local Government”**

Also, in section 1 of the application, enter the appropriate information for the current “chief executive” of the applicant government.

Note that, in virtually all cases, the chief executive of a “state” is the governor. As to “units of local government,” the title of the chief executive will vary depending on the organization of the local government, but only one individual in the local government is its “chief executive” (e.g., the mayor).

Click on the “Save Information” button to continue to the next section of the application. (If an error message appears, make the appropriate corrections, then click “Save Information” again.)

**Part II. Information on “Eligible Inmates”**

**“Eligible Inmates”**

Each applicant government is to provide detailed information about the individuals (1) the applicant government “incarcerated” for at least 4 consecutive days during the “reporting period” and (2) who the applicant government either **knows** were “undocumented criminal aliens” or **reasonably and in good faith** believes were “undocumented criminal aliens.” For purposes of the application to the FY 2023 program, such individuals are referred to as **“eligible inmates.”**

**Recap:** An individual is an “eligible inmate” only if **all** of the following are true, and the inmate was:

- “Incarcerated” by the applicant government under its own legal authority (see definition below).
- For at least 4 consecutive days during the “reporting period.”
- The applicant government either **knows**, or **reasonably and in good faith believes**, that the inmate is an “undocumented criminal alien,” that is, that the inmate is both —
  - “Undocumented” (see definition below)
  - “Criminal alien” (see definition below)

#### **“Incarcerated”**

For purposes of the FY 2023 program, an individual is considered to have been “incarcerated” by (or on behalf of) the applicant government when held (confined) in a “correctional facility” **under the legal authority of the applicant government, following conviction of the individual for a criminal offense**. Such incarceration may have been in a “correctional facility” operated by the applicant government or in a “contract correctional facility” (including a regional facility) used by the applicant government.

- An inmate is not considered to have been “incarcerated” by or on behalf of an applicant government if the applicant government held the inmate in custody on behalf of (under the legal authority of) another “state” or “unit of local government,” pursuant to a contractual arrangement.

#### **“Undocumented”**

For purposes of the FY 2023 program, an individual is “undocumented” **if, as of the date the individual was “incarcerated” by the applicant government**, the individual was a foreign citizen or foreign national with no legitimate claim under federal law to be a U.S. citizen or U.S. national, and the individual (1) entered the United States without authorization under federal law to do so, or (2) entered the United States under a federal legal authorization that had expired or otherwise was no longer in effect, or (3) was the subject of deportation or exclusion proceedings.

- Generally, a person born in the United States (including in a U.S. territory) is a U.S. citizen or U.S. national.

#### **“Criminal Alien”**

For purposes of the FY 2023 program, an “alien” (that is, an individual who is not a citizen or national of the United States) is a “criminal alien” if, as of the date the individual was “incarcerated” by the government, that individual had been convicted of at least one felony or two misdemeanors.

- Adjudication of a juvenile as a delinquent does not constitute conviction of a felony or a misdemeanor for purposes of the FY 2023 program

### “Inmate Records” and Associated Data Elements

In section 2 of the application, the “submitting government official” is to provide an “inmate record” for each “eligible inmate.”

- **Multiple Periods of Incarceration:** If, during the reporting period, the applicant government incarcerated a particular “eligible inmate” for two or more periods of at least 4 consecutive days each, the applicant **must** create a **separate** “inmate record” for each such distinct period of incarceration. The applicant **may not** combine such distinct periods of incarceration in a single inmate record.
- **“Eligible Inmates” Who Use Aliases:** If an applicant government has reason to believe that a particular “eligible inmate” uses or has used aliases, the applicant may submit a separate “inmate record” for each alias, provided the information in the separate inmate record(s) is identical in all respects, other than as to last, first, and/or middle names. (Note that this requirement for identical information — except as to names — specifically includes the “unique inmate number assigned by the applicant government.” (See list below.)

Each “inmate record” is to provide all of the following information, to the extent known to the applicant government, using due diligence:

- Alien number, also referred to as “A-number”
- Last name
- First name
- Middle name (not required, but to be provided if available)
- Date of birth
- Unique inmate identifying number assigned by the applicant government
- Foreign country of birth
- “Date incarcerated” (see definition in Appendix A)
- FBI number

### Law Enforcement Support Center (LESC) Immigration Alien Query (IAQ)

This is an **optional** field. See Appendix E for more information.

The detailed instructions for each of these data elements are set out in the table titled “SCAAP Data Elements for ‘Inmate Records’ — FY 2023 Program” in Appendix A. That table identifies the mandatory data elements; specifies the precise format to be used for each data element; sets out the rules to follow for individuals with compound or hyphenated first, last, or middle names; and specifically defines “date incarcerated” and “date released.” It also defines the required ASCII fixed-field format.

- For ease of reference, the “submitting government official” may wish to print out a copy of “SCAAP Data Elements for ‘Inmate Records’ — FY 2023 Program.”
- Be aware that an “inmate record” that does not identify a **specific country** as the inmate’s country of birth, but instead indicates that the country of birth is “unknown,

” will **not** be considered in the calculation of the amount of any payment under the FY 2023 program unless DHS (through its data review) is able to confirm that the inmate was in fact “undocumented,” and the “inmate record” otherwise is sufficient.

### **Submission of “Inmate Records”**

An applicant must provide “inmate records” for “eligible inmates” by uploading a single ASCII-formatted (.txt) file that contains the **entire** set of inmate records for the “reporting period.”

- The “submitting government official” will upload a single ASCII-formatted file with all the “inmate records” for “eligible inmates.”
  - Appendix A (titled “SCAAP Data Elements for ‘Inmate Records’ — FY 2023 Program”) sets out the required ASCII fixed-field format to be used for the inmate file upload.
  - Appendix B lists DHS Immigration and Customs Enforcement (ICE) Country Codes. “Inmate records” submitted as part of a single ASCII fixed-field file are to include the appropriate “ICE Country Code” from the list in Appendix B. Do not use an abbreviation from any other list of country codes.
  - Appendix C (titled “Instructions for upload of ASCII fixed-field file of ‘inmate records’”) provides detailed instructions for the ASCII fixed-field file upload process.

### **Part III. Information on “Correctional Officers” and “Correctional Facilities”**

#### **Required Information on “Correctional Officers”**

In section 3 of the online application, the “submitting government official” must provide, by direct entry into the online application, all of the following information related to “correctional officers”:

- The total number of **full-time “correctional officers”** employed by the **applicant government** during the reporting period.
- The total number (reported as full-time employees (FTEs)) of **part-time “correctional officers”** employed by the **applicant government** during the reporting period.
- The total number of **full-time “correctional officers”** providing services to the applicant government as employees of “**contract correctional facilities**” (or as contractors) during the reporting period.
- The total number (reported as FTEs) of **part-time “correctional officers”** providing services to the applicant government as employees of “**contract correctional facilities**” (or as contractors) during the reporting period.
- “Actual salary expenditures for correctional officers” during the reporting period.

In addition, section 3 of the online application requires the “submitting government official” to provide (as a file attached to the application) a “‘Correctional Officer’ Salary

Expenditures Detail.”

**Pertinent Definitions: “Correctional Officers” and “Associated Salary Expenditures”**

- **“Correctional facility”** means a facility typically used to hold (confine) in-custody individuals convicted of one or more criminal offenses.
  - A “correctional facility” may be operated by a “state” or “unit of local government” for its own use.
  - Or a “correctional facility” may be operated by a private or governmental entity that holds individuals in custody on **behalf of** (pursuant to the legal authority of) a “state” or “unit of local government,” pursuant to a contractual arrangement. For purposes of the FY 2023 program, such a facility (including a regional facility) is a **“contract correctional facility.”**
  - A “correctional facility” may — in addition to holding in-custody individuals who have been **convicted** of criminal offenses — also hold in-custody individuals who have been **charged** with criminal offenses. A facility that is used primarily for pretrial detention, however, is **not** a “correctional facility.”
- **“Correctional Officer”**: For purposes of the FY 2023 program, “correctional officer” means a person whose **primary** employment responsibility is to maintain custody of individuals held in a “correctional facility.” A person who meets this definition is a “correctional officer,” regardless of whether this person is an employee of the applicant government or an employee of a “contract correctional facility” used by the applicant government.
  - Based on the **primary** employment responsibility, the term “correctional officer” may include a person who fills a position such as deputy sheriff, correctional facility or jail supervisor, chief of security or shift commander for a correctional facility, or warden or assistant warden of a correctional facility. The term “correctional officer” also may include a transportation officer (or someone in a similar position), but **only if** the person’s **primary** employment responsibility is to maintain custody of inmates who remain in custody but temporarily are outside of the “correctional facility.”
  - “Incarcerated” is defined above.
  - Persons whose primary responsibility is something other than to maintain custody of individuals held in custody in a “correctional facility” are not “correctional officers” for purposes of this program and may not be included in the “correctional officer” data reported in section 3 of the online application. This is the case **even though** such persons may provide services to a correctional facility used by the applicant government or its inmates.
  - Persons who provide office and secretarial support or administrative services to (or for) a “correctional facility”; or whose **primary** employment responsibility involves housekeeping or maintenance at a correctional facility; or who provide food, health or medical care, education, training, or vocational counseling to “incarcerated” inmates are not “correctional officers” for

- purposes of the FY 2023 program. They **may not** be included in the “correctional officer” data reported in section 3 of the online application.
- Similarly, persons whose primary employment responsibility is to work with inmates who are no longer held in custody in a “correctional facility” (e.g., parole and probation officers) or whose work involves inmates but whose primary employment responsibility is something other than “maintaining custody” of an inmate held in custody in a “correctional facility” (e.g., judges, prosecutors, public defenders, hearing officers, and warrant and apprehension units personnel) are **not** “correctional officers” for purposes of the FY 2023 program. They **may not** be included in the “correctional officer” data reported in section 3 of the online application.
- **“Total number” of “correctional officers”**
    - For **full-time** “correctional officers” employed by the applicant government, report the total number of full-time correctional officers employed during the reporting period.
    - For **part-time** “correctional officers” employed by the applicant government (reported as FTEs), report the total number of part-time correctional officers employed during the reporting period.
    - For **full-time** “correctional officers” employed by a “contract correctional facility,” include **only** the “total number” of such officers whose employment is reasonably attributable — using due diligence — to use of the correctional facility by the applicant government for inmates held in custody under its own legal authority. As the “total number,” report the total number of such full-time correctional officers employed during the reporting period.
    - Similarly, for **part-time** “correctional officers” employed by a “contract correctional facility,” include **only** the “total number” of such officers whose employment is reasonably attributable — using due diligence — to use of the correctional facility by the applicant government for inmates held in custody under its own legal authority. As the “total number,” report the total number of such part-time correctional officers employed during the reporting period.
  - **“Actual salary expenditures for correctional officers’ during the reporting period” means the sum of:**
    - The actual amount (if any) paid by the applicant government during the “reporting period” as the “salaries and wages” of full-time and part-time “correctional officers” it employed. Paid leave (medical leave, family leave, vacation leave) may be included in this total.
    - The actual amount (if any) **paid by any** “contract correctional facility” as the “salaries and wages” of full-time and part-time “correctional officers,” but only to the extent the amounts paid are reasonably attributable — using due diligence — to inmates held in custody on behalf of, and under the legal authority of, the applicant government.
  - **“Salaries and wages”** may include amounts paid to a “correctional officer” as premium pay for a specialized service, as shift-differential pay, and/or as fixed-pay increases for time in service. It also may include additional amounts paid for

overtime when such additional amounts are required by law (e.g., by statute or regulation) or by contractual obligation.

- o “Salaries and wages” may not include any payments or costs for employment benefits, including (without limitation) social security, retirement or pension plans, health or medical services, insurance (e.g., medical, dental, vision, disability, and life insurance), and/or report awards.

### **Information Required in the “‘Correctional Officer’ Salary Expenditures Detail (for the Reporting Period)”**

Each applicant must attach a file to the application that sets out for each “correctional officer” included in the reported number of “correctional officers” the following:

- The **title** of the position held by the person (e.g., “corrections officer,” “deputy sheriff,” “warden”) and the **total** “salaries and wages” paid to the person during the reporting period for that work. (The **name** of the correctional officer should not be included.)
- For an individual “correctional officer” employed by a “contract correctional facility,” the “salaries and wages” listed must be the amount **reasonably attributable — using due diligence** — to inmates held in custody on behalf of, and under the legal authority of, the applicant government.
- This salary “detail” file may be submitted in one of several commonly used file formats (e.g., Adobe PDF, Microsoft Word, or Microsoft Excel). **Note:** The sum of all “salaries and wages” listed in the “detail” file must match the amount entered in the online application as “Actual salary expenditures for correctional officers during the reporting period.”
  - o JustGrants does **not** accept **executable** file types as application attachments. These disallowed file types include, but are not limited to, the following extensions: “.com,” “.bat,” “.exe,” “.vbs,” “.cfg,” “.dat,” “.db,” “.dbf,” “.dll,” “.ini,” “.log,” “.ora,” “.sys,” and “.zip.”
- To “attach” the file:
  - o Click on the “attach” button. A pop-up window will appear.
  - o Click on the “Browse” button.
  - o Locate the correct file name and double-click on it. The file name will appear in the blank field. Click the “Upload” button.

### **Required Information on “Correctional Facilities”**

In section 3 of the online application, the “submitting government official” also must provide, by direct entry into the online application, all of the following information related to “correctional facilities”:

- “Maximum bed count” for the reporting period
- “Total all inmate days” for the reporting period

In addition, section 3 of the online application requires the “submitting government



official” to provide, as a file attached to the application, detail on “All inmate days, by reporting day” for the reporting period.

### **Pertinent Definitions relating to “Correctional Facilities”**

- **“Correctional facility” and “contract correctional facility”** are defined above.
- **“Maximum bed count’ for the reporting period”**: If the applicant government held inmates in custody only in “correctional facilities” operated by the applicant government itself for its own use, the “maximum bed count’ for the reporting period” is the **maximum capacity** during any single day of the reporting period of all such “correctional facilities” operated by the applicant government. If, however, the applicant government **either** did not operate a “correctional facility” for its own use or operated one or more “correctional facilities” for its own use and also used other facilities to hold inmates in custody, the “maximum bed count’ for the reporting period” is the sum of:
  - The maximum capacity during any single day of the reporting period of all “correctional facilities” operated by the applicant government itself for its own use.
  - The maximum number of inmates, if any, actually held in custody on behalf of (under the legal authority of) the applicant government in a “contract correctional facility” during any single day of the reporting period.
  - The maximum number of inmates, if any, **actually held in custody** by the applicant government during any single day of the reporting period in “temporary” or “overflow” facilities (e.g., gymnasiums).
- **“Total all inmate days’ for the reporting period”** means the cumulative number of days — determined using the nightly “head count” for each of the days in the reporting period — inmates were held in custody in a “correctional facility” by or on behalf of the applicant government (pursuant to its own legal authority) during the “reporting period” **regardless of inmate citizenship, legal status, or the number of days held in custody.**

### **Information Required in the “All Inmate Days, by Reporting Day’ Detail (for the Reporting Period)”**

- Each applicant must attach a file to its application that sets out for **each particular day of the reporting period** — using nightly “head counts” — the number of inmates held in custody in a “correctional facility” by or on behalf of the applicant government (pursuant to its own legal authority), **regardless of inmate citizenship, legal status, or the number of days held in custody.**
- This “detail” file may be submitted in one of several commonly used file formats (e.g., Adobe PDF, Microsoft Word, or Microsoft Excel). **Note:** The sum of all daily entries for “all inmate days” listed in this “detail” file must match the number entered in the online application as “Total all inmate days’ for the reporting period.”
- JustGrants does not accept **executable** file types as application attachments.

These disallowed file types include, but are not limited to, the following extensions: “.com,” “.bat,” “.exe,” “.vbs,” “.cfg,” “.dat,” “.db,” “.dbf,” “.dll,” “.ini,” “.log,” “.ora,” “.sys,” and “.zip.”

- To “attach” the file:
  - Click on the “Attach” button. A pop-up window will appear.
  - Click on the “Browse” button.
  - Locate the correct file name and double-click on it. The file name will appear in the blank field.
  - Click the “Upload” button.

### **Important Note Regarding “Correctional Officers” and “Correctional Facilities” Data**

As indicated earlier, all information submitted as part of an application to the FY 2023 program is subject to appropriate review by OJP. In appropriate circumstances (e.g., indications that an entry related to “correctional officers” or “total all inmate days” may be erroneous), OJP may require additional information related to the accuracy of the information in the application.

Using data provided by the applicant in section 3 of the application (e.g., data on “correctional officers,” data on “total all inmate days”), JustGrants calculates each applicant’s average daily (salaries) cost per inmate during the “reporting period.” As a point of reference and comparison, for the FY 2021 program, the overall average daily (salaries) cost per inmate (i.e., the average of the daily costs for all applicants that received payments) was \$56.51.

### **REMINDER**

For each applicant government, there may be only **one** “submitting government official.” That “submitting government official” **must** complete **all** sections of the application and **must** be the one who submits the application to OJP.

All recipients and subrecipients (including any for-profit organization) must forgo any profit or management fee.

## Application and Submission Information

### **Content of Application Submission and Available Surveys**

See the “Application Elements and Formatting Instructions” section of the [OJP Grant Application Resource Guide](#) for information on what happens to an application that does not contain all the specified elements or is nonresponsive to the scope of the solicitation.

### **Information to Complete the Application for Federal Assistance (SF-424) in Grants.gov**

The SF-424 must be submitted in Grants.gov. It is a required standard form used as a cover sheet for submission of pre-applications, applications, and related information. See the OJP Grant Application Resource Guide for additional information on completing the SF-424.

In Section 8F of the SF-424, please include the name and contact information of the individual **who will complete the application in JustGrants**. JustGrants will use this information (*email address*) to assign the application to this user in JustGrants.

**Intergovernmental Review:** This solicitation (“funding opportunity”) is subject to Executive Order 12372. An applicant may find the names and addresses of State Single Points of Contact (SPOCs) at the following website: <https://www.whitehouse.gov/wp-content/uploads/2020/04/SPOC-4-13-20.pdf>. If the applicant’s State appears on the SPOC list, the applicant must contact its SPOC to find out about, and comply with, the State’s process under E.O. 12372. On the SF-424, an applicant whose State appears on the SPOC list is to make the appropriate selection in response to question 19, once the applicant has complied with its State E.O. 12372 process. An applicant whose State does not appear on the SPOC list should answer question 19 by selecting “Program is subject to E.O. 12372 but has not been selected by the State for review.”

### **Standard Applicant Information (JustGrants 424 and General Agency Information)**

The “Standard Applicant Information” section of the JustGrants application is pre-populated with the SF-424 data submitted in Grants.gov. The applicant will need to review the Standard Applicant Information in JustGrants and make edits as needed. Within this section, the applicant will need to add zip codes for areas affected by the project; confirm their Authorized Organization Representative; and verify and confirm the organization’s unique entity identifier, legal name, and address.

### **Disclosure and Assurances**

The applicant will address the following certifications electronically in JustGrants. The text of each required certification is included below.

#### **Required Certification to OJP by the Submitting Government Official: Applicant Government and Submitting Government Official**

On behalf of myself and the applicant government, and in support of this application to the SCAAP program, I certify to OJP, under penalty of perjury, that the information on the applicant government and the submitting government official entered above as part of this online application to the SCAAP program is true and correct to the best of my knowledge and belief, based upon diligent inquiry and review, and is provided in accordance with the requirements, definitions, and instructions set out in the SCAAP Program Requirements and Application Instructions.” I further certify that I have the legal

authority to make this certification to OJP, including from the chief executive of the applicant government.

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

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

**Required Certification to OJP by the Submitting Government Official: Information on \"Eligible Inmates\"**

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

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

**Required Certification to OJP by the Submitting Government Official: Information on \"Correctional Officers\" and \"Facilities\"**

On behalf of myself and the applicant government, and in support of this application to the SCAAP program, I certify to OJP, under penalty of perjury, that the information on "correctional officers" and "correctional facilities" entered or uploaded as part of this online application to the SCAAP program (1) was determined and is reported here using due diligence, and in accordance with the requirements, definitions, and instructions set out in the SCAAP Program Requirements and Application Instructions" and (2) is true

and correct to the best of my knowledge and belief, based upon diligent inquiry and review. I further certify that I have the legal authority to make this certification to OJP, including from the chief executive of the applicant government.

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

## How to Apply

**Registration:** Before submitting an application, all applicants must register with the System for Award Management (SAM). You must renew and validate your registration every 12 months. If you do not renew your SAM registration, it will expire. An expired registration can delay or prevent application submission in Grants.gov and JustGrants. Registration and renewal can take up to 10 business days to complete.

**Submission:** Applications must be submitted to DOJ electronically through a two-step process via Grants.gov and JustGrants.

**Step 1:** After registering with SAM, the applicant must submit the **SF-424** in Grants.gov at <https://www.grants.gov/web/grants/register.html> by the Grants.gov deadline. **Submit the SF-424 as early as possible, but no later than 48 hours before the Grants.gov deadline.** If an applicant fails to submit in Grants.gov, they will be unable to apply in JustGrants.

**Step 2:** The applicant must then submit the **full application** including attachments in JustGrants at [JustGrants.usdoj.gov](https://www.justgrants.usdoj.gov) by the JustGrants deadline.

Within 24 hours after receipt of confirmation emails from Grants.gov, the individual in Section 8F of the SF-424 will receive an email from [DIAMD-NoReply@usdoj.gov](mailto:DIAMD-NoReply@usdoj.gov) with instructions on how to create a JustGrants account. Register the Entity Administrator and the Application Submitter with JustGrants as early as possible but no later than 48-72 hours before the JustGrants deadline. Once registered in JustGrants, the Application Submitter will receive an emailed link to complete the rest of the application in JustGrants. The Entity Administrator also will need to log into JustGrants to review and invite the applicant's Authorized Representative(s) before an application can be submitted.

Submit the complete application package in JustGrants at least 24 – 48 hours prior to the JustGrants deadline. Some of the application components will be entered directly into

JustGrants, and others will require uploading attached documents. Therefore, applicants will need to allow ample time before the JustGrants deadline to prepare each component. Applicants may save their progress in the system and revise the application as needed prior to hitting the Submit button at the end of the application in JustGrants.

For additional information, see the “How to Apply” section in the [OJP Grant Application Resource Guide](#) and the [DOJ Application Submission Checklist](#).

### **Submission Dates and Time**

The **SF-424** must be submitted in Grants.gov by May 22, 2023, at 8:59 pm eastern time.

The **full application** must be submitted in JustGrants by June 5, 2023, at 8:59 pm eastern time.

OJP urges applicants to submit their Grants.gov and JustGrants submissions prior to the due dates with sufficient time to correct any errors and resubmit by the submission deadlines if a rejection notification is received. To be considered timely, the **full application** must be submitted in JustGrants by the JustGrants application deadline. Failure to begin the SAM.gov, Grants.gov, or JustGrants registration process in sufficient time (i.e., waiting until the date identified in this solicitation) is not an acceptable reason for late submission.

Absent highly unusual circumstances, OJP will **not** extend this deadline or permit an applicant government to submit its application after the application deadline. Much as in previous years, promptly after the application deadline, OJP will transmit to DHS the data on “eligible inmates” from all of the applications submitted to JustGrants before the deadline. The volume of “eligible inmates” data transmitted to DHS (and the nature and complexity of the DHS review of those data) is such that it is not possible to transmit supplemental or corrected data to DHS.

### **Experiencing Unforeseen Technical Issues Preventing Submission of an Application**

OJP will only consider a request to submit an application after the deadline when the applicant can document that a technical issue with a government system prevented application submission.

If an applicant misses a deadline due to unforeseen technical issues with SAM.gov, Grants.gov, or JustGrants, the applicant may request a waiver to submit an application after the deadline. However, the waiver request will not be considered unless it includes a tracking number generated when the applicant contacts the applicable service desks to report technical difficulties. Tracking numbers are generated automatically when an applicant emails the applicable service desks; and for this reason, applicants are encouraged to email the appropriate service desk, even if they also intend to call the service desk for phone support. Experiencing wait times for phone support does not

relieve the applicant of the responsibility of getting a tracking number.

An applicant experiencing technical difficulties must contact the associated service desk indicated below to report the technical issue and receive a tracking number:

- SAM.gov - contact the SAM Help Desk (Federal Service Desk), Monday – Friday from 8 a.m. to 8 p.m. ET at 866-606-8220.
- Grants.gov - contact the Grants.gov Customer Support Hotline, 24 hours a day, 7 days a week, except on federal holidays, at 800-518-4726, 606-545-5035, or support@grants.gov.
- JustGrants - contact the JustGrants Service Desk at JustGrants.Support@usdoj.gov or 833-872-5175, Monday – Friday from 7 a.m. to 9 p.m. ET and Saturday, Sunday, and federal holidays from 9 a.m. to 5 p.m. ET.

If an applicant has technical issues with SAM.gov or Grants.gov, the applicant must contact the SCAAP Help Desk at scaap@usdoj.gov within **24 hours of the Grants.gov deadline** to request approval to submit after the deadline.

If an applicant has technical issues with JustGrants that prevent application submission by the deadline, the applicant must contact the SCAAP Help Desk at scaap@usdoj.gov within **24 hours of the JustGrants deadline** to request approval to submit after the deadline.

Waiver requests sent to the SCAAP Help Desk must -

- describe the technical difficulties experienced,
- include a timeline of the applicant's submission efforts (e.g., date and time the error occurred, date and time of actions taken to resolve the issue and resubmit; and date and time support representatives responded),
- include an attachment of the complete grant application and all the required documentation and materials,
- include the applicant's Unique Entity Identifier (UEI), and
- include any SAM.gov, Grants.gov, and JustGrants Service Desk tracking numbers documenting the technical issue.

OJP will review each waiver request and the required supporting documentation and notify the applicant whether the request for late submission has been approved or denied. An applicant who does not provide documentation of a technical issue or who does not submit a waiver request within the required time period will be denied.

For more details on the waiver process, OJP encourages applicants to review the “Experiencing Unforeseen Technical Issues” section in the OJP Grant Application Resource Guide.

## Application Review Information

### Review Process

#### **OJP Review of Applications; Corrections to Data (Other than “Eligible Inmate” Data)**

All information submitted as part of an application is subject to appropriate review by OJP. If a properly submitted application appears to contain errors that may be corrected by the applicant (such as inaccurate data on correctional officers or correctional facilities), OJP typically will notify the applicant via an email message to the “submitting government official” and the applicant’s chief executive using the email addresses provided in the application. In such a notification, OJP may provide an applicant with an opportunity to correct the application by a particular date. In any such case, to be considered for a SCAAP payment, the applicant must make the appropriate corrections by that date.

Due to the nature and complexity of the data review by DHS, however, no corrections may be made to data submitted on “eligible inmates” (or “inmate records”) after the application deadline has passed.

## Federal Award Administration Information

### Federal Award Notices

Once the amount of any payment under the FY 2023 program has been determined, award notifications will be sent through JustGrants. Please note that the JustGrants award notifications for all OJP programs include standard language, some of which is not applicable to SCAAP. For example, the language regarding post-award programmatic and financial reports can be disregarded. The SCAAP Help Desk will send a subsequent notification to recipients that will provide information concerning the amount available to the applicant government and will provide detailed instructions for online acceptance (in JustGrants) and drawdown of funds.

An applicant government is to complete the online acceptance process within 45 calendar days after receipt of the email notice from OJP. Formal acceptance in JustGrants is required before any electronic transfer of funds to the applicant government. See the [SCAAP Application Submission and Acceptance Job Aid Reference Guide](#).

### Federal Awarding Agency Contact(s)

For assistance with the online application to the FY 2023 program or other aspects of the FY 2023 program, contact the SCAAP Help Desk by phone at 1–202–353–4411 or by



email to [SCAAP@usdoj.gov](mailto:SCAAP@usdoj.gov). The SCAAP Help Desk operates Monday through Friday Monday–Friday from 9 a.m. to 5 p.m. ET during normal business hours. It is closed on federal holidays.

For technical assistance with submitting the SF-424 in Grants.gov, contact the Grants.gov Customer Support Hotline at 800–518–4726, 606–545–5035, at the Grants.gov customer support web page, or email at [support@grants.gov](mailto:support@grants.gov). The Grants.gov Support Hotline operates 24 hours a day, 7 days a week, except on federal holidays.

For technical assistance with submitting the full application in DOJ's Justice Grants System (JustGrants), contact the JustGrants Service Desk at [JustGrants.Support@usdoj.gov](mailto:JustGrants.Support@usdoj.gov), 833–872–5175. The JustGrants Service Desk operates 7 a.m. to 9 p.m. eastern time Monday through Friday and 9 a.m. to 5 p.m. Saturday, Sunday, and federal holidays.

## Application Checklist

### Standard Solicitation Resources

SCAAP Application Submission and Award Acceptance Guide provides a step-by-step walkthrough of the SCAAP application process.

OJP Grant Application Resource Guide provides guidance to assist OJP grant applicants in preparing and submitting applications for OJP funding.

DOJ Grants Financial Guide serves as the primary reference manual to assist award recipients in fulfilling their fiduciary responsibility to safeguard grant funds and to ensure funds are used for the purposes for which they were awarded. It compiles a variety of laws, rules and regulations that affect the financial and administrative management of DOJ awards. This guide serves as a starting point for all award recipients and subrecipients of DOJ grants and cooperative agreements in ensuring the effective day-to-day management of awards.

JustGrants Resources Website is an entryway into information about JustGrants and the grants management system itself. Through this portal both award recipients and applicants can access training resource and user support options, find frequently asked questions and sign-up for the JustGrants Update e-newsletter.

JustGrants Application Submission Training Page offers helpful information and resources on the application process. This training page includes e-learning videos, reference guides, checklists and other resources to help applicants complete an application.

Virtual Q&A Sessions are advertised here and provide opportunities for users to receive topic-specific training, direct technical assistance and support on JustGrants system functionality.

### Appendix A: SCAAP Data Elements for “Inmate Records” — FY 2023 Program

Please go to <https://bjia.ojp.gov/funding/fy-2023-SCAAP-appendix-a.pdf> for Appendix A

### Appendix B: DHS ICE Country Codes — For Use in “Inmate Records”

Country Name	ICE Code	Country Name	ICE Code	Country Name	ICE Code
Afghanistan	AFGHA	Chad	CHAD	Ghana	GHANA
Albania	ALBAN	Chile	CHILE	Gibraltar	GIBRA
Algeria	ALGER	China, Peoples Republic	CHINA	Greece	GREEC
Andorra	ANDOR	Christmas Island	CHRIS	Greenland	GREEN

Angola	ANGOL	Cocos Islands	COCOS	Grenada	GRENA
Anguilla	ANGUI	Colombia	COLOM	Guadeloupe	GUADE
Antigua-Barbuda	ANTIG	Comoros	COMOR	Guatemala	GUATE
Argentina	ARGEN	Congo, Democratic Republic	DECON	Guinea	UINEA
Armenia	ARMEN	Congo, Republic	CONGO	Guinea Bissau	BISSA
Aruba	ARUBA	Cook Islands	COOK	Guyana	GUYAN
Australia	RALIA	Costa Rica	COSTA	Haiti	HAITI
Austria	STRIA	Cote d'Ivoire	IVORY	Holy See	VATIC
Azerbaijan	AZERB	Croatia	CROAT	Honduras	HONDU
Bahamas, The	BAHAM	Cuba	CUBA	Hong Kong	HONGK
Bahrain	BAHRA	Cyprus	CYPRU	Hungary	HUNGA
Bangladesh	BANGL	Czech Republic	CZREP	Iceland	ICELA
Barbados	BARBA	Czechoslovakia, former	CZECH	India	INDIA
Belarus	BELAR	Denmark	DENMA	Indonesia	INDON
Belgium	BELGI	Djibouti	DJIBO	Iran	IRAN
Belize	BELIZ	Dominica	INICA	Iraq	IRAQ
Benin	BENIN	Dominican Republic	DR	Ireland	IRELA
Bermuda	BERMU	Ecuador	ECUAD	Israel	ISRAE
Bhutan	BHUTA	Egypt	EGYPT	Italy	ITALY
Bolivia	BOLIV	El Salvador	ELSAL	Jamaica	JAMAI
Bosnia-Herzegovina	BOSNI	Equatorial Guinea	EQUAT	Japan	JAPAN
Botswana	BOTSW	Eritrea	ERITR	Jordan	JORDA
Brazil	BRAZI	Estonia	ESTON	Kazakhstan	KAZAK
British Virgin Islands	BVI	Ethiopia	ETHIO	Kenya	KENYA
Brunei	BRUNE	Falkland Islands	FALKL	Kiribati	KIRIB
Bulgaria	BULGA	Fiji	FIJI	Korea	KOREA
Burkina Faso	BURKI	Finland	FINLA	Kuwait	KUWAI
Burma	BURMA	France	FRANC	Kyrgyzstan	KYRGY
Burundi	BURUN	French Guiana	FRGUI	Laos	LAOS
Cambodia	CAMBO	French Polynesia	POLYN	Latvia	LATVI
Cameroon	CAMER	French Southern and Antarctic Lands	ANTAR	Lebanon	LEBAN
Canada	CANAD	Gabon	GABON	Lesotho	LESOT
Cape Verde	CAPEV	Gambia	GAMBI	Liberia	LIBER
Cayman Islands	CAYMA	Georgia	GEORG	Libya	LIBYA
Central African Republic	CAFRI	Germany	GERMA	Liechtenstein	LIECH
Lithuania	LITHU	Palestine	PALES	Sweden	SWEDE
Luxembourg	LUXEM	Panama	PANAM	Switzerland	SWITZ
Macau	MACAU	Papua New Guinea	PAPUA	Syria	SYRIA
Macedonia	MACED	Paraguay	PARAG	Taiwan	TAIWA
Madagascar	MADAG	Peru	PERU	Tajikistan	TAJIK
Malawi	MALAW	Philippines	PHILI	Tanzania	TANZA
Malaysia	MALAY	Pitcairn Island	PITCA	Thailand	THAIL
Maldives	MALDI	Poland	POLAN	Togo	TOGO

Mali	MALI	Portugal	PORTU	Tonga	TONGA
Malta	MALTA	Qatar	QATAR	Trinidad and Tobago	TRINI
Marshall Islands	MARSH	Reunion	REUNI	Tunisia	TUNIS
Martinique	MARTI	Romania	ROMAN	Turkey	TURKE
Mauritania	MAUTA	Russia	RUSSI	Turkmenistan	TURKM
Mauritius	MAUTI	Rwanda	RWAND	Turks and Caicos Islands	TURKS
Mexico	MEXIC	Samoa	SAMOA	Tuvalu	TUVAL
Micronesia, Federated States	FSM	San Marino	SANMA	Uganda	UGAND
Moldova	MOLDO	Sao Tome and Principe	SAOTO	Ukraine	UKRAI
Monaco	MONAC	Saudi Arabia*	SAUDI	United Arab Emirates	UAE
Mongolia	MONGO	Senegal	SENEG	United Kingdom	UK
Montserrat	MONTS	Seychelles	SEYCH	Uruguay	URUGU
Morocco	MOROC	Sierra Leone	SIERR	Uzbekistan	UZBEK
Mozambique	MOZAM	Singapore	SINGA	Vanuatu	VANUA
Namibia	NAMIB	Slovak Republic	SLOVA	Venezuela	VENEZ
Nauru	NAURU	Slovenia	SLOVE	Vietnam	VIETN
Nepal	NEPAL	Solomon Islands	SOLOM	Wallis and Futuna Islands	WALLI
Netherlands	NETHE	Somalia	SOMAL	West Indies	WINDI
Netherlands Antilles	ANTIL	South Africa	SAFRI	Western Sahara	WSAHA
New Caledonia	NEWCA	South Korea	SKORE	Western Samoa	WSAMO
New Zealand	NEWZE	Soviet Union, former	USSR	Yemen	YEMEN
Nicaragua	NICAR	Spain	SPAIN	Yugoslavia, former	YUGOS
Niger	NIGE	Sri Lanka	SRILA	Zambia	ZAMBI
Nigeria	NIGIA	St. Helena	STHEL	Zimbabwe	ZIMBA
Niue	NIUE	St. Kitts-Nevis	STKIT		
North Korea	NKORE	St. Lucia	STLUC	Born on ship/ plane	SHIP
Northern Ireland	NIREL	St. Pierre and Miquelon	STPIE	Stateless	STATE
Norway	NORWA	St. Vincent and the Grenadines	STVIN		
Oman	OMAN	Sudan	SUDAN	* ARABI also may be used as the code for Saudi Arabia	

### Appendix C: Instructions for Upload of ASCII Fixed-field File of “Inmate Records”

#### Upload of an ASCII Fixed-field File of All “Inmate Records”

This method for submitting “inmate records” on “eligible inmates” allows an applicant to submit the entire set of inmate records as a **single ASCII-formatted file** uploaded directly into JustGrants. The SCAAP Application Submission and Award Acceptance Guide specifies the

required fields and format.

Each "inmate record" in the uploaded ASCII file is to contain **all the** mandatory data fields in the specified format. Through a file upload "status report" (which will refer to each "inmate record" as a "line"), JustGrants will flag "inmate records" within the ASCII file that do not contain the required information, are not exactly **165 or 166** characters long, or do not follow (or appear not to follow) the specified data format.

"Inmate records" that are incomplete or are not in the specified format as of the date and time of the application deadline will **not** be considered as part of OJP's payment calculation process. If an ASCII inmate-record file has been uploaded, but the applicant government has **not** yet submitted its application in OJP's JustGrants, the applicant has the option to correct, add to, or otherwise modify the ASCII inmate-record file and upload that file as a **replacement** for the entire file previously uploaded. (See below.)

To help ensure that the maximum number of "inmate records" is taken into account in the calculation of the amount of any payment, the applicant should be **meticulous** in preparing the ASCII fixed-field file. If JustGrants nevertheless identifies errors in the file — and the application deadline has not yet passed — the applicant should correct those errors as soon as possible, **before** it "submits" the application in JustGrants.

## ALERTS

- An ASCII "inmate-record" file may **not** be corrected, added to, or modified **in any way** once the application deadline has passed.
- If an applicant uploads an ASCII fixed-field file of "inmate records," any subsequent upload of a new or modified file **will overwrite (and delete)** the previously uploaded file **in its entirety**. Similarly, the addition of any inmate records via direct data entry will overwrite (and delete) the previously uploaded ASCII fixed-field file in its entirety.
- Upload of a large ASCII fixed-field file of "inmate records" may take a considerable amount of time.
- Generally, there is a brief start-up delay when the upload is being initiated.
- A file that contains 50,000 "inmate records" may take 15 minutes or longer to upload, even after the file upload actually has begun.
- If the applicant's internet browser "times out" or is disconnected during the file upload process, errors may result. It is important to review the file upload "status report" (see below) to determine whether the expected number of "inmate records" in fact was uploaded.

## The Upload Process – In General

To submit "inmate records" for "eligible inmates" by uploading a single ASCII fixed-field file that includes all such inmate records, follow these steps:

Step 1: In section 2 of the online application, click on the "Upload Inmate File" button.

Step 2: Click on the "Upload" box to attach the file. A pop-up window will appear.

Step 3: Click on the "Browse" button in the pop-up window.

Step 4: Locate the correct file name and double click on it. The file name will appear in the blank field.

Step 5: Click the "Upload" button. A message should appear in the pop-up window that indicates the status of the file upload. Click the "X" in the upper right corner of the pop-up box to close it. The ASCII fixed-field file name should now appear next to the upload button on the main page.

Step 6: Click the "Validate" button. Any errors present in the inmate file will be displayed. Correct any errors listed and reupload the entire inmate file once the update is completed.

Step 7: Click the "Continue" button to proceed to the next section of the application.

The file upload "status report" will indicate the total number of "inmate records" uploaded and the number of those records that are "complete." In addition, the report will provide a detailed list of any inmate records (by "line" number) that are incomplete and/or are not in the specific data format. It also will indicate the data fields in which the error(s) appear.

## Appendix D: SCAAP Payment Calculations — General Overview

### A General Overview of the Method OJP Uses to Calculate Payments under SCAAP

1. DHS reviews "inmate records." All complete inmate records submitted in applications from "eligible applicants" are forwarded by OJP to DHS promptly after the application deadline.
2. DHS conducts a detailed review that focuses on determining whether each individual identified in an "inmate record" **in fact** was "undocumented" — or was instead a U.S. citizen (or national) or otherwise lawfully present in the United States — at the time of the incarceration identified in the inmate record.
3. DHS provides the results of its review to OJP.
4. OJP reviews the data provided by applicants, including data on "correctional officers," "actual salary expenditures for correctional officers," and "total all inmate days." As appropriate and feasible, OJP requires additional — or corrected — information from applicants.
5. For each applicant government with one or more "inmate records" determined to be eligible for payment, JustGrants calculates the average daily (salaries) cost per inmate for the applicable "reporting period." In general, this is done by dividing "actual salary expenditures for correctional officers" (for the reporting period) by "total all inmate days" (for the reporting period).
6. Using the results of the DHS review, the OJP review, and each applicant's average daily (salaries) cost per inmate, JustGrants calculates an amount — referred to as the applicant's total "eligible inmate costs" — that reflects the applicant's total (salaries) costs of incarcerating "undocumented criminal aliens" during the applicable "reporting period."

7. Funds available from appropriations to OJP for SCAAP for the particular application cycle are paid to applicant governments on a proportionate (percentage) basis, using each applicant's total "eligible inmate costs."

For example, during the FY 2021 program, payments made to applicant governments represented approximately 31.4 percent of each applicant's total "eligible inmate costs."

#### **Appendix E: Law Enforcement Support Center Immigration Alien Query Overview**

State and local law enforcement agencies may provide specific notice to DHS of an "undocumented criminal alien's" name, their release date, and the individual's home and work addresses through the Law Enforcement Support Center (LESC). The LESL Immigration Alien Query (IAQ) field is an optional field for each inmate record to assist in establishing the eligibility of inmates for SCAAP reimbursement.

LESC is ICE's single national point of contact that provides timely immigration status information, identity information, and real-time assistance to local, state, and federal law enforcement agencies on aliens suspected of, arrested for, or convicted of criminal activity. LESL, located in Williston, Vermont, operates 24 hours a day, 7 days a week, 365 days a year.

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
CHAPMAN VENDING	167.05	505692	167.05**
ROAD & BRIDGE PCT.#1			
RB EVERETT & COMPANY, INC.	2,773.00	505528	
ENTERGY	93.56	505533	
M&D SUPPLY	132.12	505542	
S.E. TEXAS BUILDING SERVICE	325.00	505553	
TEJAS TRUCK & RV SUPERSTORE	1,476.11	505557	
TRAILER HITCH DEPOT	3,000.00	505568	
ATTABOY TERMITE & PEST CONTROL	48.90	505613	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	505686	
MUNRO'S UNIFORM SERVICES, LLC	30.85	505706	7,978.54**
ROAD & BRIDGE PCT.#2			
SPIDLE & SPIDLE	5,109.66	505513	
PHILPOTT MOTORS, INC.	5.38	505545	
S.E. TEXAS BUILDING SERVICE	346.66	505553	
BUMPER TO BUMPER	33.60	505598	
CENTERPOINT ENERGY RESOURCES CORP	120.92	505599	
GULF COAST	925.13	505676	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	505686	
MUNRO'S UNIFORM SERVICES, LLC	20.00	505706	6,660.35**
ROAD & BRIDGE PCT. # 3			
SPIDLE & SPIDLE	2,979.01	505513	
BEAUMONT TRACTOR COMPANY	569.56	505517	
CITY OF PORT ARTHUR - WATER DEPT.	51.31	505522	
RB EVERETT & COMPANY, INC.	135.12	505528	
ENTERGY	27.63	505533	
PHILPOTT MOTORS, INC.	1,283.33	505545	
W. JEFFERSON COUNTY M.W.D.	28.77	505563	
REFLECTIONS	32.00	505569	
LOWE'S HOME CENTERS, INC.	745.57	505590	
1800RADIATOR & AC	707.56	505642	
FELIX AAA AUTO & TRUCK PARTS LLC	1,063.20	505648	
BRU-CO ALUMINUM INC	7,760.00	505679	15,383.06**
ROAD & BRIDGE PCT.#4			
AUDILET TRACTOR SALES	7.50	505516	
CHUCK'S WRECKER SERVICE	325.00	505520	
RB EVERETT & COMPANY, INC.	1,928.60	505528	
M&D SUPPLY	345.03	505542	
S.E. TEXAS BUILDING SERVICE	1,560.00	505553	
SOUTHEAST TEXAS WATER	914.15	505554	
VULCAN MATERIALS CO.	25,978.59	505561	
BEAUMONT FREIGHTLINER WESTERN STAR	13,237.43	505601	
INTERSTATE ALL BATTERY CENTER - BMT	543.80	505612	
1800RADIATOR & AC	346.00	505642	
O'REILLY AUTO PARTS	1,316.96	505667	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	505686	
MUNRO'S UNIFORM SERVICES, LLC	160.28	505706	
TRAVIS AUTOMOTIVE	1,100.00	505718	
ROTO ROOTER BEAUMONT	640.00	505719	48,502.34**
ENGINEERING FUND			
ALLTERRA CENTRAL, INC.	500.00	505671	
FUNCTION 4 LLC - WELLS FARGO FINANC	275.00	505686	775.00**
PARKS & RECREATION			
SPRINT WASTE SERVICES LP	789.19	505639	789.19**
GENERAL FUND			



NAME	AMOUNT	CHECK NO.	TOTAL
JEFFERSON CTY. CLERK	5,437.11	505509	
JEFFERSON CTY CHILD WELFARE BOARD	6,730.86	505606	
TAX OFFICE			12,167.97*
ACE IMAGEWEAR	41.92	505552	
UNITED STATES POSTAL SERVICE	413.24	505585	
ATTABOY TERMITE & PEST CONTROL	48.45	505613	
ROCHESTER ARMORED CAR CO INC	378.40	505620	
FUNCTION 4 LLC - WELLS FARGO FINANC	396.00	505686	
COUNTY HUMAN RESOURCES			1,278.01*
UNITED STATES POSTAL SERVICE	14.18	505585	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	505686	
AUDITOR'S OFFICE			113.18*
UNITED STATES POSTAL SERVICE	18.22	505585	
FUNCTION 4 LLC - WELLS FARGO FINANC	211.00	505686	
COUNTY CLERK			229.22*
UNITED STATES POSTAL SERVICE	306.90	505585	
SIERRA SPRING WATER CO. - BT	99.43	505586	
FUNCTION 4 LLC	374.00	505657	
REXEL USA INC	430.90	505664	
FUNCTION 4 LLC - WELLS FARGO FINANC	409.00	505686	
VERITRACE INC	1,217.35	505690	
COUNTY JUDGE			2,837.58*
JOHN E MACEY ATTORNEY AT LAW PLLC	500.00	505543	
UNITED STATES POSTAL SERVICE	.51	505585	
ROCKY LAUDERMILK	1,800.00	505592	
KATY LEIGH CORCORAN	1,000.00	505611	
HARVEY L WARREN III	1,800.00	505618	
THOMSON REUTERS-WEST	133.38	505636	
TEXAS ASSOCIATION OF COUNTIES	125.00	505662	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	505686	
RISK MANAGEMENT			5,457.89*
UNITED STATES POSTAL SERVICE	.51	505585	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	505686	
COUNTY TREASURER			99.51*
UNITED STATES POSTAL SERVICE	155.29	505585	
PRINTING DEPARTMENT			155.29*
FUNCTION 4 LLC	270.00	505657	
PURCHASING DEPARTMENT			270.00*
PORT ARTHUR NEWS, INC.	738.16	505546	
REGION V EDUCATION SERVICE CENTER	300.00	505548	
UNITED STATES POSTAL SERVICE	2.78	505585	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	505686	
GENERAL SERVICES			1,139.94*
SPINDLETOP MHMR	34,666.91	505540	
UNIVERSAL OPERATIONS LLC	8,077.50	505659	
MCKENNA BAKER	101.66	505705	
DATA PROCESSING			42,846.07*
CDW COMPUTER CENTERS, INC.	682.41	505565	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	505686	
VOTERS REGISTRATION DEPT			781.41*

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE ELECTIONS DEPARTMENT	272.17	505585	272.17*
UNITED STATES POSTAL SERVICE SIERRA SPRING WATER CO. - BT	403.92	505585	
INCLUSION SOLUTIONS LLC	34.47	505586	
FUNCTION 4 LLC - WELLS FARGO FINANC	1,058.40	505614	
DISTRICT ATTORNEY	99.00	505686	1,595.79*
UNITED STATES POSTAL SERVICE FUNCTION 4 LLC - WELLS FARGO FINANC	66.48	505585	
DISTRICT CLERK	508.00	505686	574.48*
UNITED STATES POSTAL SERVICE FUNCTION 4 LLC - WELLS FARGO FINANC	368.55	505585	
AERIALINK, LLC	99.00	505686	
CHAPMAN VENDING	155.32	505688	
CRIMINAL DISTRICT COURT	179.21	505692	802.08*
TODD W LEBLANC	800.00	505511	
THOMAS J. BURBANK PC	4,261.25	505519	
WENDELL RADFORD	800.00	505547	
UNITED STATES POSTAL SERVICE	11.16	505585	
JOEL WEBB VAZQUEZ	800.00	505596	
LAURIE PEROZZO	800.00	505615	
JASON ROBERT NICKS	900.00	505617	
JAMES R. MAKIN, P.C.	3,862.50	505624	
WILLIAM MARCUS WILKERSON	800.00	505633	
THE SAMUEL FIRM, PLLC	1,800.00	505673	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	505686	15,032.91*
58TH DISTRICT COURT			
THOMSON REUTERS-WEST	60.00	505636	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	505686	159.00*
60TH DISTRICT COURT			
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	505686	99.00*
136TH DISTRICT COURT			
THOMSON REUTERS-WEST	52.42	505636	52.42*
172ND DISTRICT COURT			
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	505686	99.00*
252ND DISTRICT COURT			
THOMAS J. BURBANK PC	900.00	505519	
EDWARD B. GRIPON, M.D., P.A.	1,590.00	505532	
JOHN D WEST	2,487.50	505571	
UNITED STATES POSTAL SERVICE	16.68	505585	
MARVIN LEWIS JR	900.00	505669	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	505686	5,993.18*
279TH DISTRICT COURT			
NATHAN REYNOLDS, JR.	660.00	505549	
SOUTHEAST TEXAS WATER	41.45	505555	
JOEL WEBB VAZQUEZ	385.00	505596	
REAUD MORGAN & QUINN LLP	660.00	505609	
LINDSAY LAW FIRM, PLLC	4,345.00	505623	
BRITTANIE HOLMES	330.00	505632	
THOMSON REUTERS-WEST	60.00	505636	
MATUSKA LAW FIRM	500.00	505640	
JENNIFER DELAGE	770.00	505654	
LAW OFFICE OF SOLOMON FREIMUTH	418.00	505663	

NAME	AMOUNT	CHECK NO.	TOTAL
THE PARDUE LAW FIRM, PLLC 317TH DISTRICT COURT	2,046.00	505682	10,215.45*
UNITED STATES POSTAL SERVICE FUNCTION 4 LLC - WELLS FARGO FINANC SHELANDER LAW OFFICE	1.01 99.00 1,500.00	505585 505686 505693	1,600.01*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE THOMSON REUTERS-WEST FUNCTION 4 LLC - WELLS FARGO FINANC	27.45 133.38 99.00	505585 505636 505686	259.83*
JUSTICE COURT-PCT 1 PL 2			
CASH ADVANCE ACCOUNT UNITED STATES POSTAL SERVICE THOMSON REUTERS-WEST	812.39 39.18 133.38	505537 505585 505636	984.95*
JUSTICE COURT-PCT 4			
CASH ADVANCE ACCOUNT	501.75	505537	501.75*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE FUNCTION 4 LLC - WELLS FARGO FINANC	37.96 99.00	505585 505686	136.96*
JUSTICE OF PEACE PCT. 8			
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	505686	99.00*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE SIERRA SPRING WATER CO. - BT FUNCTION 4 LLC - WELLS FARGO FINANC	2.54 136.92 99.00	505585 505587 505686	238.46*
COUNTY COURT AT LAW NO. 2			
DONALD BOUDREAUX PETER DOYLE NATHAN REYNOLDS, JR. CHARLES ROJAS JOHN D WEST	250.00 250.00 400.00 600.00 250.00	505518 505526 505549 505567 505571	
UNITED STATES POSTAL SERVICE SIERRA SPRING WATER CO. - BT FUNCTION 4 LLC - WELLS FARGO FINANC THE WALKER LAW FIRM LAW OFFICES OF BREVIN JACKSON PLLC	1.20 53.45 99.00 250.00 650.00	505585 505588 505686 505695 505714	2,803.65*
COUNTY COURT AT LAW NO. 3			
UNITED STATES POSTAL SERVICE	.51	505585	.51*
COURT MASTER			
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	505686	99.00*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	3.04	505585	3.04*
COMMUNITY SUPERVISION			
FUNCTION 4 LLC - WELLS FARGO FINANC	396.00	505686	396.00*
SHERIFF'S DEPARTMENT			
MCNEILL INSURANCE AGENCY SAM'S WESTERN WEAR, INC. CDW COMPUTER CENTERS, INC.	71.00 187.18 982.40	505544 505550 505565	

NAME	AMOUNT	CHECK NO.	TOTAL
VERIZON WIRELESS	3,457.09	505582	
UNITED STATES POSTAL SERVICE	1,282.10	505585	
3L PRINTING COMPANY	70.00	505652	
FOREMOST PROMOTIONS	1,801.15	505653	
TND WORKWEAR CO LLC	205.90	505658	
FUNCTION 4 LLC - WELLS FARGO FINANC	495.00	505686	
AMAZON CAPITAL SERVICES	29.99	505709	
BEAUMONT OCCUPATIONAL SERVICES	237.75	505713	8,819.56*
CRIME LABORATORY			
FED EX	187.97	505530	
FISHER SCIENTIFIC	560.00	505531	
ULINE SHIPPING SUPPLY SPECIALI	56.02	505559	
SIRCHIE FINGER PRINT LABORATORIES	595.00	505622	
AIRGAS USA, LLC	288.52	505668	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	505686	
BAK GLOBAL LLC	50.00	505711	1,836.51*
JAIL - NO. 2			
JOHNSTONE SUPPLY	743.55	505514	
COASTAL WELDING SUPPLY INC	201.72	505523	
KIRKSEY'S SPRINT PRINTING	21.23	505539	
M&D SUPPLY	280.18	505542	
WORLD FUEL SERVICES	3,682.81	505616	
TITAN TESTING	233.07	505626	
THOMSON REUTERS-WEST	219.00	505636	
TRINITY SERVICES GROUP INC	25,509.76	505675	
FUNCTION 4 LLC - WELLS FARGO FINANC	818.00	505686	
SPINDLETOP PLUMBING	307.50	505698	
SHIFTBOARD, INC	29,021.00	505702	
PLASCO LLC DBA IDZ	2,004.95	505716	
GUARDIAN RFID	42,943.17	505717	105,985.94*
JUVENILE PROBATION DEPT.			
CASH ADVANCE ACCOUNT	502.10	505537	
UNITED STATES POSTAL SERVICE	13.01	505585	
HIGGINBOTHAM INSURANCE AGENCY INC	71.00	505644	
FUNCTION 4 LLC - WELLS FARGO FINANC	297.00	505686	883.11*
JUVENILE DETENTION HOME			
SANITARY SUPPLY, INC.	62.70	505551	
S.E. TEXAS BUILDING SERVICE	2,600.00	505553	
BEN E KEITH COMPANY	3,546.71	505595	
CENTERPOINT ENERGY RESOURCES CORP	277.87	505599	
VANSHECA SANDERS-CHEVIS	300.00	505603	
A1 FILTER SERVICE COMPANY	183.79	505629	
AMERICAN RED CROSS	144.00	505645	
KELLILYN WORLEY	180.00	505646	
WILLBANKS CONTRACTOR SUPPORT LLC	725.00	505650	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	505686	
FLOWERS BAKING COMPANY OF HOUSTON	73.43	505707	
BAK GLOBAL LLC	52.00	505711	8,244.50*
CONSTABLE PCT 1			
UNITED STATES POSTAL SERVICE	27.83	505585	
GALLS LLC	31.68	505647	
ENGINEERING INNOVATION	277.67	505656	
COTTON CARGO	14.00	505674	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	505686	
GOT YOU COVERED WORK WEAR & UNIFORM	21.00	505699	471.18*
CONSTABLE-PCT 6			
UNITED STATES POSTAL SERVICE	8.62	505585	8.62*
CONSTABLE PCT. 8			
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	505686	99.00*
AGRICULTURE EXTENSION SVC			

NAME	AMOUNT	CHECK NO.	TOTAL
FUNCTION 4 LLC - WELLS FARGO FINANC HEALTH AND WELFARE NO. 1	211.00	505686	211.00*
ENTERGY	70.00	505534	
UNITED STATES POSTAL SERVICE	79.60	505585	
CENTERPOINT ENERGY RESOURCES	70.00	505661	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	505686	
EZEA D EDE MD	3,490.91	505687	
AMAZON CAPITAL SERVICES	179.98	505709	4,088.49*
HEALTH AND WELFARE NO. 2			
ENTERGY	70.00	505535	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	505686	
EZEA D EDE MD	3,490.91	505687	3,758.91*
NURSE PRACTITIONER			
RACHAEL COE	113.00	505583	
SERVET MUHITTIN SATIR	1,000.00	505691	
BAK GLOBAL LLC	50.00	505711	1,163.00*
CHILD WELFARE UNIT			
S&M FAMILY OUTLET	588.82	505591	
ROSS DRESS FOR LESS, INC.	498.85	505602	
BEAUMONT OCCUPATIONAL SERVICES	269.90	505713	1,357.57*
ENVIRONMENTAL CONTROL			
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	505686	
NATIONAL ENVIRONMENTAL HEALTH ASSOC	100.00	505696	199.00*
INDIGENT MEDICAL SERVICES			
LOCAL GOVERNMENT SOLUTIONS LP	3,773.00	505605	3,773.00*
MAINTENANCE-BEAUMONT			
MARK'S PLUMBING PARTS	457.77	505508	
JOHNSTONE SUPPLY	219.99	505514	
CITY OF BEAUMONT - WATER DEPT.	144.37	505521	
M&D SUPPLY	244.62	505542	
SANITARY SUPPLY, INC.	3,700.31	505551	
ACE IMAGEWEAR	223.12	505552	
AT&T	90.44	505556	
WARREN EQUIPMENT CO.	244.15	505562	
TEXAS FIRE & COMMUNICATIONS	110.00	505570	
AT&T GLOBAL SERVICES	233.75	505593	
UNITED RENTALS	1,661.47	505600	
ATTABOY TERMITE & PEST CONTROL	184.40	505613	
A1 FILTER SERVICE COMPANY	732.70	505629	
AT&T CORP	5,545.77	505689	
PLUMBING SOLUTIONS	370.00	505694	
AMAZON CAPITAL SERVICES	39.70	505709	
SOUTHWESTERN PAINT&WALLPAPER CO INC	724.19	505710	14,926.75*
MAINTENANCE-PORT ARTHUR			
COBURN SUPPLY COMPANY INC	23.72	505524	
CURETON & SON	42.99	505525	
FAST SIGNS, INC.	50.00	505529	
S.E. TEXAS BUILDING SERVICE	8,774.98	505553	
SOLAR	64.51	505589	
LOWE'S HOME CENTERS, INC.	76.92	505590	
NORTHERN TOOL AND EQUIPMENT	54.98	505628	
SHOPPA'S FARM SUPPLY	270.00	505641	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	505686	
PARKER'S BUILDING SUPPLY	192.02	505708	9,649.12*
MAINTENANCE-MID COUNTY			

NAME	AMOUNT	CHECK NO.	TOTAL
ACE IMAGEWEAR	39.54	505552	
S.E. TEXAS BUILDING SERVICE	4,341.67	505553	
CENTERPOINT ENERGY RESOURCES CORP	129.06	505599	
SERVICE CENTER			4,510.27*
CLASSIC CHEVROLET	944.36	505507	
ACTION AUTO GLASS	829.95	505512	
SPIDLE & SPIDLE	11,968.12	505513	
PHILPOTT MOTORS, INC.	1,945.88	505545	
JEFFERSON CTY. TAX OFFICE	7.50	505572	
JEFFERSON CTY. TAX OFFICE	7.50	505573	
JEFFERSON CTY. TAX OFFICE	7.50	505574	
JEFFERSON CTY. TAX OFFICE	7.50	505575	
JEFFERSON CTY. TAX OFFICE	7.50	505576	
JEFFERSON CTY. TAX OFFICE	7.50	505577	
JEFFERSON CTY. TAX OFFICE	7.50	505578	
JEFFERSON CTY. TAX OFFICE	7.50	505579	
JEFFERSON CTY. TAX OFFICE	7.50	505580	
VOYAGER FLEET SYSTEM, INC.	18,474.62	505594	
BUMPER TO BUMPER	460.57	505598	
AMERICAN TIRE DISTRIBUTORS	914.95	505608	
MIGHTY OF SOUTHEAST TEXAS	129.30	505627	
ADVANCE AUTO PARTS	136.58	505635	
SILSBEE FORD INC	280.50	505637	
MIDNIGHT AUTO	119.95	505655	
THE GOODYEAR TIRE & RUBBER COMPANY	1,241.60	505665	
XL PARTS	377.37	505697	
VETERANS SERVICE			37,891.25*
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	505686	
			99.00*
MOSQUITO CONTROL FUND			317,370.49**
JACK BROOKS REGIONAL AIRPORT	147.71	505536	
PHILPOTT MOTORS, INC.	727.19	505545	
ACE IMAGEWEAR	64.92	505552	
UNITED PARCEL SERVICE	23.11	505560	
CENTERPOINT ENERGY RESOURCES CORP	267.07	505599	
LJA ENGINEERING INC	810.00	505630	
TEXAS DEPARTMENT OF AGRICULTURE	75.00	505649	
O'REILLY AUTO PARTS	514.44	505667	
J.C. FAMILY TREATMENT			2,629.44**
MARY BEVIL	1,204.50	505681	
SECURITY FEE FUND			1,204.50**
ALLIED UNIVERSAL SECURITY SERVICES	9,736.86	505678	
STUNTRONICS LLC	2,534.00	505720	
LAW LIBRARY FUND			12,270.86**
THOMSON REUTERS-WEST	465.06	505636	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	505686	
EMPG GRANT			564.06**
FUNCTION 4 LLC - WELLS FARGO FINANC	275.00	505686	
JUVENILE PROB & DET. FUND			275.00**
GRAYSON COUNTY DEPT OF JUVENILE	8,060.00	505643	
TCSI, LLC	7,787.51	505680	
GRANT A STATE AID			15,847.51**
HAYS COUNTY	20,500.00	505564	
GRAYSON COUNTY DEPT OF JUVENILE	16,130.00	505643	
TCSI, LLC	7,787.51	505680	
COMMUNITY SUPERVISION FND			44,417.51**

NAME	AMOUNT	CHECK NO.	TOTAL
CASH ADVANCE ACCOUNT	2,383.17	505537	
UNITED STATES POSTAL SERVICE	130.23	505585	
JCCSC	50.00	505621	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	505686	
COMMUNITY CORRECTIONS PRG			2,662.40**
CASH ADVANCE ACCOUNT	434.03	505537	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	505686	
DRUG DIVERSION PROGRAM			533.03**
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	505686	
LAW OFFICER TRAINING GRT			99.00**
LAMAR UNIVERSITY - DEPT. OF COMM.	50.00	505566	
ALLIED ELECTRICAL SYSTEMS&SOLUTIONS	95.00	505610	
CLEAR BOOKS	772.50	505703	
AMAZON CAPITAL SERVICES	201.22	505709	
COUNTY RECORDS MANAGEMENT			1,118.72**
TEXAS GULF HISTORICAL SOCIETY	25.00	505558	
CDW COMPUTER CENTERS, INC.	45.23	505565	
CJD SHERIFF GRANTS			70.23**
COVERT LAW ENFORCEMENT	13,124.00	505712	
DEPT STATE HEALTH GRANT			13,124.00**
IMELDA TRISTAN	4,300.00	505700	
J.P. COURTROOM TECH. FUND			4,300.00**
CDW COMPUTER CENTERS, INC.	758.88	505565	
HOTEL OCCUPANCY TAX FUND			758.88**
CITY OF BEAUMONT - WATER DEPT.	108.58	505521	
CASH ADVANCE ACCOUNT	479.00	505537	
ALLIANCE MECHANICAL SERVICES	326.38	505597	
LA RUE ROUGEAU	93.01	505604	
SIGN DOCTOR, INC	310.00	505625	
ZACHRY PUBLICATIONS	47.50	505651	
AERUS	599.96	505683	
AT&T CORP	264.85	505689	
MUNRO'S UNIFORM SERVICES, LLC	124.19	505706	
DISTRICT CLK RECORDS MGMT			2,353.47**
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	505686	
AIRPORT FUND			198.00**
AIRPORT LIGHTING COMPANY	1,280.88	505510	
SPIDLE & SPIDLE	2,593.85	505513	
TEEX	2,800.00	505515	
COASTAL WELDING SUPPLY INC	50.27	505523	
EASTEX RUBBER & GASKET	75.79	505527	
JOHNSON CONTROLS, INC.	580.00	505538	
LOUIS' YAZOO SALES & SERVICE, LLC	134.85	505541	
SANITARY SUPPLY, INC.	176.45	505551	
S.E. TEXAS BUILDING SERVICE	4,246.66	505553	
ULINE SHIPPING SUPPLY SPECIALI	417.46	505559	
LOWE'S HOME CENTERS, INC.	118.19	505590	
CENTERPOINT ENERGY RESOURCES CORP	447.79	505599	
ROBERT'S TEXACO XPRESS LUBE	14.00	505607	
ALLIED ELECTRICAL SYSTEMS&SOLUTIONS	277.56	505610	
CRAWFORD ELECTRIC SUPPLY COMPANY	59.94	505634	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	130.40	505638	
TITAN AVIATION FUELS	71,333.48	505670	

NAME	AMOUNT	CHECK NO.	TOTAL
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	505686	
CHARTER COMMUNICATIONS	115.59	505704	
MUNRO'S UNIFORM SERVICES, LLC	81.65	505706	85,033.81**
AIRPORT IMPROVE. GRANTS			
GARVER LLC	60,225.38	505619	60,225.38**
SE TX EMP. BENEFIT POOL			
NEUROMUSCULAR CORPORATE SOLUTIONS	21,000.00	505672	
UNITED HEALTHCARE SERVICES INC	42,958.38	505677	63,958.38**
LANGUAGE ACCESS FUND			
MASTERWORD SERVICES, INC	777.79	505701	
RUBEN ZAPATA	100.00	505715	877.79**
MARINE DIVISION			
VERIZON WIRELESS	151.96	505581	
SAM'S CLUB DIRECT	428.98	505631	
GALLS LLC	38.00	505647	
HELICOPTER INSTITUTE INC	10,659.86	505660	11,278.80**
			721,426.79***



## **Consider and possibly approve Out of State Travel Policy**

**Motion: Commissioner Alfred**

**Second: Commissioner Arnold**

**Approved**

### **Out Of State Travel Policy**

**When requesting approval OUT OF STATE TRAVEL, the department head or elected official should submit information, along with the request for approval as an agenda item, that addresses the following questions:**

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

The trip was not budgeted, but a grant was applied for and awarded to specifically pay for this trip and training.

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

Yes, it is a part of a larger grant we received to learn about the FDA standards which Texas has adopted and we enforce (new food code).

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

Yes, there is no cost to the County.

**4. Is the training available locally or within Texas at a lower cost? No**



### PROCLAMATION

STATE OF TEXAS	§	COMMISSIONERS COURT
	§	
COUNTY OF JEFFERSON	§	OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 25 day of April, 2023 on motion made by Cary Erickson, Commissioner of Precinct No. 2, and seconded by Michael Sinegal, Commissioner of Precinct No. 3, the following Proclamation was adopted:

#### OLDER AMERICANS MONTH

**WHEREAS**, May is Older Americans Month; and

**WHEREAS**, the older adults in Jefferson County are the roots from which our community grows, who bestow gifts of wisdom and insight upon younger generations, and strengthen the bonds between neighbors to create a better place to live; and

**WHEREAS**, the older adults in Jefferson County should be commended for their role in creating and bolstering the fiber of our community and nation; and

**WHEREAS**, we wish to join together to extend assistance to the older adults of Jefferson County by increasing their opportunities to remain in their communities as active and engaged citizens; and,

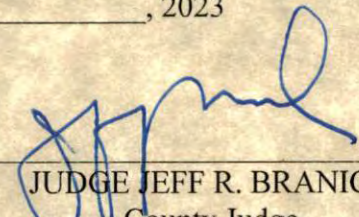
**WHEREAS**, "Older Americans Month" is sponsored by Nutrition and Services for Seniors, a non-profit agency dedicated to providing innovative, effective programs that assist older adults in leading quality lives while maintaining dignity and independence; and

**WHEREAS**, the purpose of this initiative is to publicly recognize their contributions to the diversity, strength, and unity of our community and to identify ways to make their lives comfortable and respectable; and,


**WHEREAS**, to honor those who have significantly contributed to our community – economically, socially, culturally or otherwise improving the quality of life in Jefferson County, Nutrition and Services for Seniors is hosting the eleventh annual "**Deliver the Difference benefiting Meals on Wheels**" to honor Sherrie and Judge Jeff R. Branick on Thursday, May 4, 2023.

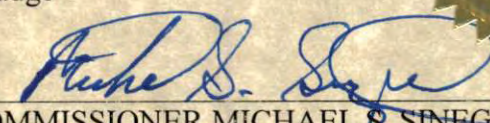
**NOW, THEREFORE, BE IT RESOLVED** that the Commissioners Court of Jefferson County does hereby proclaim May 2023 as: "OLDER AMERICANS MONTH" in Jefferson County.

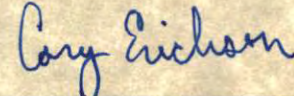
Signed this 25 day of April, 2023

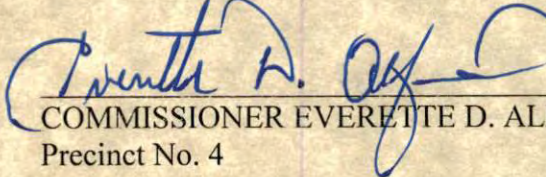
  
 \_\_\_\_\_  
 JUDGE JEFF R. BRANICK  
 County Judge



  
 \_\_\_\_\_  
 COMMISSIONER VERNON PIERCE  
 Precinct No. 1

  
 \_\_\_\_\_  
 COMMISSIONER MICHAEL S. SINEGAL  
 Precinct No. 3

  
 \_\_\_\_\_  
 COMMISSIONER CARY ERICKSON  
 Precinct No. 2

  
 \_\_\_\_\_  
 COMMISSIONER EVERETTE D. ALFRED  
 Precinct No. 4



# Resolution

STATE OF TEXAS § COMMISSIONERS' COURT OF  
 COUNTY OF JEFFERSON § JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 25 day of April, 2023, on motion made by Cary Erickson, Commissioner of Precinct No. 2, and seconded by Michael Sinegal, Commissioner of Precinct No. 3, the following Resolution was adopted:

### Resolution Concerning H.B 3250

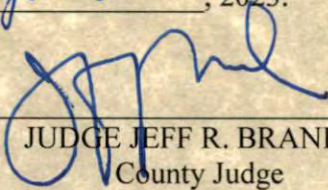
**WHEREAS**, the City of Beaumont is endeavoring to obtain authority for certain municipalities to receive tax revenue derived from hotel and convention certain project to pledged those revenues for development of certain obligations related to economic development and convention center attractions; and

**WHEREAS**, H.B. 3250, if passed, will allow the City of Beaumont to develop more economic Business for the benefit of the City and Jefferson County; and


**WHEREAS**, House Bill 3250 is critical for the City of Beaumont to achieve its goals and Objectives and not jeopardize Hotel/Motel tax funds of Jefferson County.

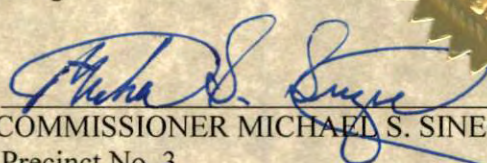
**NOW, THEREFORE, BE IT RESOLVED** by the Commissioners Court of Jefferson County, does fully support the passage of H.B. 3250, provided any issuance of debt for such project is approved by the citizens of Beaumont.

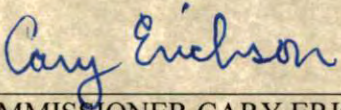
SIGNED this 25 day of April, 2023.


  
 \_\_\_\_\_  
 JUDGE JEFF R. BRANICK  
 County Judge



  
 \_\_\_\_\_  
 COMMISSIONER VERNON PIERCE  
 Precinct No. 1

  
 \_\_\_\_\_  
 COMMISSIONER MICHAEL S. SINEGAL  
 Precinct No. 3

  
 \_\_\_\_\_  
 COMMISSIONER CARY ERICKSON  
 Precinct No. 2

  
 \_\_\_\_\_  
 COMMISSIONER EVERETTE D. ALFRED  
 Precinct No. 4



# Resolution

STATE OF TEXAS	§	COMMISSIONERS' COURT
	§	
COUNTY OF JEFFERSON	§	OF JEFFERSON COUNTY, TEXAS

**BE IT REMEMBERED** at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 25 day of April, 2023, on motion made by Cary Erickson, Commissioner of Precinct No. 2, and seconded by Michael Sinegal, Commissioner of Precinct No. 3, the following RESOLUTION was adopted:

**WHEREAS, Tammy Rains**, has devoted 32 years of her life serving the people of Jefferson County with pride and professionalism; and

**WHEREAS, Tammy Rains**, has dedicated her talents and valuable services as an Administrative Secretary for Jefferson County Roads & Bridges, Precinct 2; and

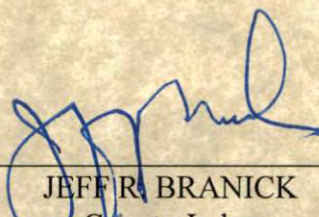
**WHEREAS, Tammy Rains**, known for her high standards of professionalism and personal integrity, Tammy won the respect of her colleagues, elected officials and other county employees; and


**WHEREAS**, having made a significant contribution to Jefferson County, Roads & Bridges Precinct 2, Tammy is recognized for her unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will be missed by her friends and co-workers.

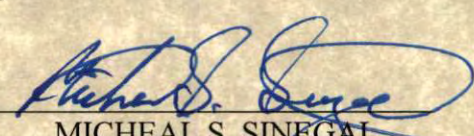
**NOW, THEREFORE, BE IT RESOLVED** that the Commissioner's Court of Jefferson County, Texas, does hereby honor and commend **Tammy Rains** for her dedicated service as an employee of Jefferson County and wishes her well in her retirement.


SIGNED this 25 day of April, 2023.



  
 \_\_\_\_\_  
 JEFF R. BRANICK  
 County Judge

  
 \_\_\_\_\_  
 VERNON PIERCE  
 Commissioner, Precinct No. 1

  
 \_\_\_\_\_  
 MICHEAL S. SINEGAL  
 Commissioner, Precinct No. 3

  
 \_\_\_\_\_  
 CARY ERICKSON  
 Commissioner, Precinct No. 2

  
 \_\_\_\_\_  
 EVERETTE D. ALFRED  
 Commissioner, Precinct No. 4

Permit Number: 04-P-23  
Precinct Number: 4  
Bond Number: 585217024

**APPLICATION FOR PIPE LINE PERMIT**

Date: 4/13/2023

HONORABLE COMMISSIONERS' COURT  
JEFFERSON COUNTY  
BEAUMONT, TEXAS 77701

Ladies or Gentlemen:

Chevron Phillips Chemical Company, LP, (Company)

does hereby made application to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing a pipe line for the distribution of location of which is fully described as follow: Hillebrandt Road (3rd crossing)

Number of drawings attached 7

Construction will begin on or after May 1 20 23

It is understood that all work will comply with requirements of the Pipe Line Policy adopted by Jefferson County Commissioners' Court on APRIL 25TH 2023 and all subsequent revisions thereof to date.

Enclosed, please find the required permit fee:

<u>1</u>	Road crossing @\$100.00	\$ <u>100.00</u>
_____	Miles parallel @\$150.00/mile or fraction	\$ _____
TOTAL		\$ <u>100.00</u>

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

Permit is issued for a period of twenty-five (25) years, at which time the permit must be renewed.

Chevron Phillips Chemical Company, LP

10001 Six Pines Drive, The Woodlands, TX 77380

Company Name

Address

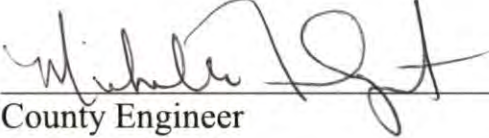
*Gay E. Scott*  
Company Representative Name/Title  
*Gen. PIPELINE PROJECTS*

832-813-4950

Phone Number

## ENGINEERING ACTION FORM

The minimum standard bond required is \$20,000.00

  
County Engineer

04/25/2023  
Date

## COMMISSIONERS COURT ORDER

On this date the attached application of a utility or common carrier pipeline came on for the Courts consideration, and the Court having considered the application is of the opinion that the applicant is a utility or common carrier pipeline company meeting all the requirements of County Policy for installation of a line in County roads and that the plans or details presented with said application did not appear to violate the County Regulations. It is ORDERED that said applicant shall comply with all provisions of the Utility and Common Carrier Pipe Line Policy adopted by this Court, and all subsequent revisions. The bond required shall be \$20,000.00. Special conditions of construction (are/are not) attached hereto.

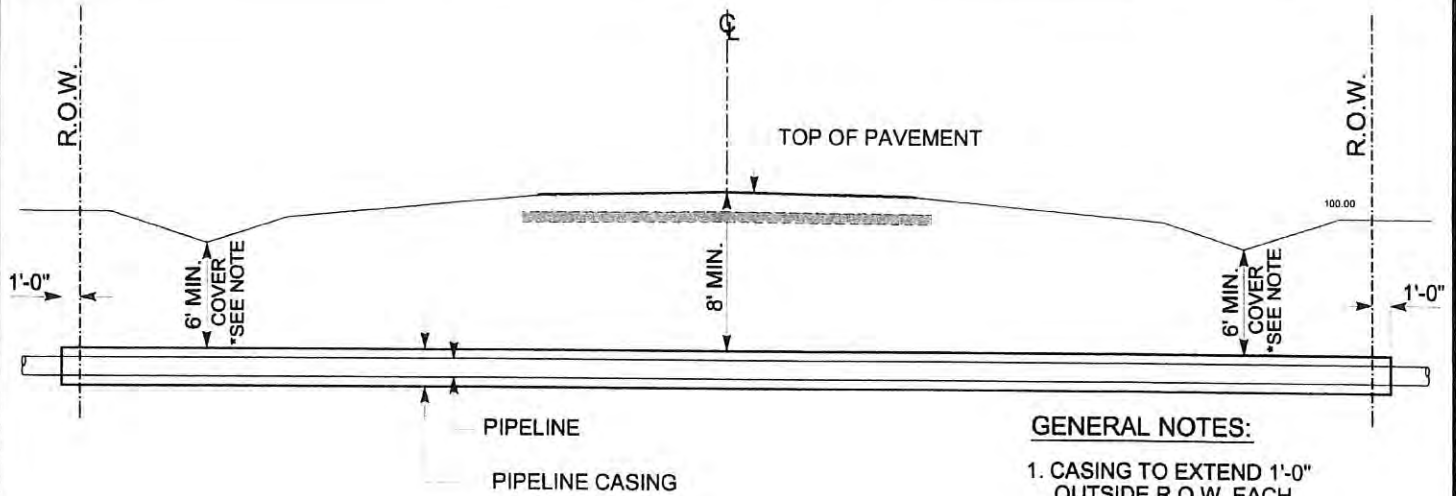
COMMISSIONERS COURT

By   
County Judge

ATTEST 

DATE 4-25-23



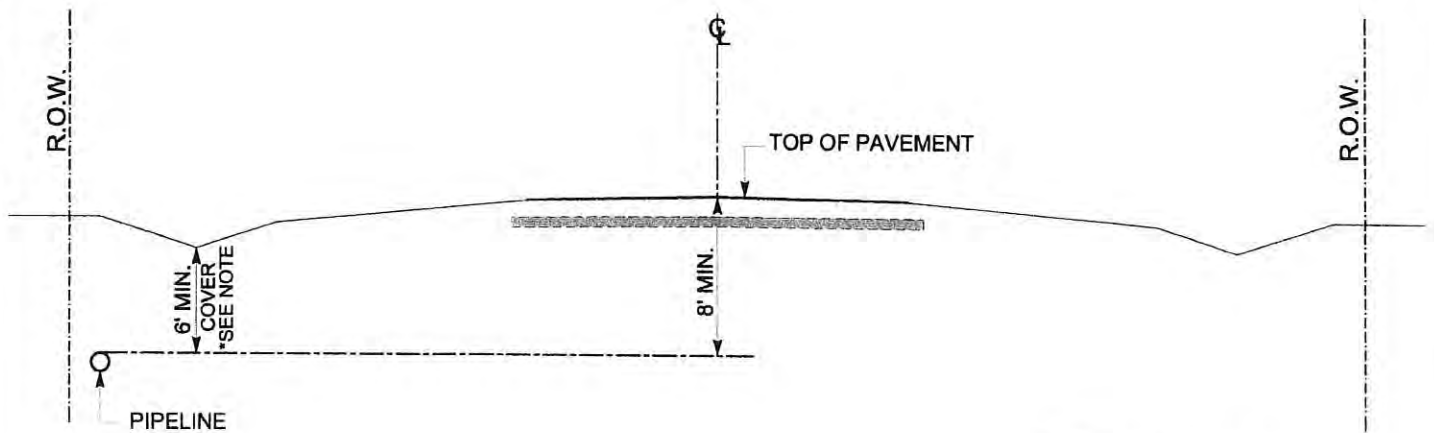


**GENERAL NOTES:**

- 1. CASING TO EXTEND 1'-0" OUTSIDE R.O.W. EACH SIDE OF ROAD
- 2. JEFFERSON COUNTY MAY EXEMPT CASING IN LIEU OF OTHER SUFFICIENT METHODS FOR PROTECTING THE PIPELINE AND PUBLIC RIGHT OF WAY
- 3. \* 6'-0" MINIMUM COVER AT LOWEST DITCH FLOW LINE ELEVATION

**1.) STANDARD PIPELINE CROSSING**

N.T.S



**GENERAL NOTES:**

- 1. \* 6'-0" MINIMUM COVER AT LOWEST DITCH FLOW LINE ELEVATION

**2.) STANDARD PARALLEL LINE**

N.T.S



JEFFERSON COUNTY  
ENGINEERING DEPARTMENT

**PIPELINE DETAILS (STD)**

DRAWN:	J.D.	REVISED: 01/15/2020	SHEET NO. 1 OF 1
CHECKED:	S.S.		

PIPELINE RIGHT OF WAY BOND

Bond No. 58S217024

KNOW ALL MEN BY THESE PRESENTS:

That we, Chevron Phillips Chemical Company LP, as Principal, and Liberty Mutual Insurance Company, a corporation organized under the laws of the State of Massachusetts with its principal office in Boston, MA, as Surety, are held and firmly bound unto the Jefferson County Commissioners' Court, as Oblige, in the full penal sum of Twenty Thousand and No/100 Dollars (\$20,000.00), lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has obtained or is about to obtain from the said Oblige a Right-of-Way Permit, and the term of said permit is as indicated opposite the block checked below: Hillebrandt Road (3rd crossing)

[ ] Beginning the \_\_\_ day of \_\_\_ 20 \_\_, and ending the \_\_\_ day of \_\_\_ 20 \_\_.

[ X ] Continuous, beginning the 11th day of April, 2023.

WHEREAS, the Principal is required by law to file with the Jefferson County Commissioners' Court, a bond for the above indicated term and conditioned as hereinafter set forth.

NOW, THEREFORE, it is mutually agreed by and between the principal and surety that the above obligation shall cover all permits that specifically refer to the above obligation.

NOW, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounden Principal as such permittee shall do the work authorized as described and specified to the satisfaction of said Oblige or its duly authorized agent, and upon the completion of said work clean up and restore the right-of-way to original condition where such work shall have been done to the satisfaction of the said Oblige or its duly authorized agent, and shall hold said Oblige harmless on account of all claims for damages that may occur to persons or property including damages to property belonging to said Oblige arising out of the prosecution of such work, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that if this bond is for a fixed term, it may be continued by Certificate executed by the Surety hereon; and

PROVIDED FURTHER, that regardless of the number of years this bond shall continue or be continued in force and of the number of premiums that shall be payable or paid, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the amount of this bond, and

PROVIDED FURTHER, that if the Surety shall so elect, this bond may be canceled by the Surety as to subsequent liability by giving thirty (30) days notice in writing to said Oblige.

Signed, sealed and dated this 11th day of April, 2023

CHEVRON PHILLIPS CHEMICAL COMPANY LP

By: Michael C. Emerson (SEAL)

LIBERTY MUTUAL INSURANCE COMPANY

By: Jessica Richmond (SEAL) Jessica Richmond, Attorney-in-Fact







This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: 8204866

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint,

Jessica Richmond

all of the city of Houston, state of Texas each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of February, 2021.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: *David M. Carey*

David M. Carey, Assistant Secretary



STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 15th day of February, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By: *Teresa Pastella*  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 11th day of April, 2023



By: *Renee C. Llewellyn*

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

## **PIPELINE PERMIT POLICY**

### **GENERAL REQUIREMENTS**

#### Who Must Apply

Any person company, corporation, excluding public utilities or common carrier pipelines serving the public, but including pipeline common carriers laying a parallel line closer than fifteen feet (15') to any improved section of the right-of-way, desiring to place utility or pipelines in or above the rights-of-way of public roads in Jefferson County shall obtain a permit from Jefferson County Commissioners' Court for the construction, operation and maintenance of said line. The permittee shall comply with all rules, regulations, principles, and specifications herein contained and only other subsequently adopted by the Jefferson County Commissioners' Court prior to issuance of the permit.

#### Application

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

#### Maintenance, Alteration or Removal

Advance notification in writing will be required for all maintenance, alteration or removal operations except in emergency situations where the safety of the public would be endangered by a delay in repairs. In any such emergency, contact the County Engineer by phone at (409) 835-8584, and inform him of the proposed emergency repairs. As soon as practical, but no later than 48 hours after the start of emergency repairs, the permittee shall notify the County Engineer in writing of the emergency repairs effected, detailing the repairs and the reasons immediate action was required.

#### Time Limits

The permittee is allowed three months from the granting of the permit to start construction. Once started, the permittee is allowed three months to complete all work. All construction must be completed within six (6) months from the date of issuance. Upon application, the Jefferson County Commissioners' Court may grant extensions.

Such applications for extensions must be received by the Court at least thirty days before the expiration of the six-month period. A new permit fee will be charged for each extension. Permit is issued for a period of twenty-five (25) years at which time the permit must be renewed.

Work Order

Permitee may not start construction until a Work Order from the Jefferson County Engineering Department has been issued. If this requirement is violated, permit will become null and void.

Existing Permits

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

**GENERAL PRINCIPLES**

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

No pipeline shall ever be installed in such a way or manner that it interferes with the use of a public road for vehicular or pedestrian traffic, nor such that it interferes with any drainage now or hereafter affected on or along any such road.

No pipeline shall ever be installed in such a way or manner as to constitute a danger or hazard, or to become a nuisance to any person.

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

Should Grantee abandon or cease to use the Permanent Easement for the purposes herein granted for a period of twenty-four (24) consecutive months or longer, then the lands covered by this Easement Agreement shall revert to Grantor, its successors or assigns, without the necessity of Grantee executing a conveyance or release of same.

### Responsibility for Repairs

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

In any case in which the public welfare demands immediate action to remedy conditions arising out of the actions or inactions of the permittee and in which it is judged that the permittee cannot provide such immediate action, and in any case in which the permittee has failed to comply with the directions of Commissioners' Court or the County Engineer or his representative, or to comply with the rules, regulations, principles, or specifications contained herein, it shall be the right of Jefferson County to perform all work necessary to remedy such conditions or provide compliance with such directions.

### **INDEMNIFICATION OF COUNTY**

The permittee shall indemnify and hold harmless Jefferson County against any and all liabilities that it may have, or appear to have, to any person whomsoever, by reason of any act or thing, that the permittee, its agents, servants, employees, and contractors may do or cause to be done.

The permittee agrees that Jefferson County will not be liable for any damages to the pipelines incurred during the maintenance or construction on the road rights-of-way.

### **SPECIFICATIONS**

#### General

The permittee shall comply with the rules, regulations, principles, and specifications contained here and/or the directions of the County Engineer, or his representatives. Should the County Engineer or his representatives find that the permittee is not in compliance with said rules, regulations, principles, specifications and directions, he will require that the permittee cease all work until such compliance can be obtained by issuance of a "Stop Work Order." Permittee agrees to immediately cease all work not necessary to abatement of hazardous conditions.

The work necessary to abate a hazardous condition shall be at the sole discretion of the County Engineer. Failure of permittee to correct any defect noted in said "Stop Work Order" within the time specified in said order shall be cause for termination of permit held by permittee for such work.

Line Crossing, Method of Placement (See Standard Detail)

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

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

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

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

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

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

- a. Casing The line will be fully cased for one hundred and twenty (120) feet or the width of the right-of-way, plus one foot on each side of the right-of-way, whichever is greater; with the casing location to be determined by the Jefferson County Engineering Department.
- b. Backfill The line must be properly bedded to prevent settlement or damage to the line. The excavation shall be backfilled with cement stabilized sand (1 ½ sack per cubic yard) to within 2" of the sub-base and compacted.
- c. Base The base shall be replaced with crushed limestone base material from 2" below the existing base to 1" below the existing top of base and compacted to a minimum 95% Proctor density. In no case shall the compacted thickness of the replacement base be less than 6".
- d. Surface
  1. Dirt, Shell or Gravel Surface The original surface shall be replaced with an equal thickness of shell or gravel, but in no case less than 6" of well-compacted material will be accepted.

2. Bituminous Surface The original surface shall be replaced with a 1" greater thickness of hot mix, hot laid, asphaltic concrete, but in no case less than 2" thick.
3. Concrete Surface The original surface shall be replaced with 1" greater thickness of minimum 3000 psi Portland Cement concrete, in no case less than 6" thick. Concrete must be replaced in full panel sections only. Replacement concrete is to be reinforced with ½" diameter deformed reinforcing steel bars, 12" on center or equal. Replacement sections must be accurately positioned with reference to existing sections by means of steel dowel bars. Bituminous overlays or concrete shall be replaced with an equal thickness of hot mix, hot laid asphaltic concrete.

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

Lines paralleling Method of Placement (See Standard Detail)

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

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

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

Inspection Notice

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

Line Markers

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

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

#### Traffic Control

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

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

#### Bonds

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

#### Permit Fee

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

### **ROUTE MAP**

Permittee shall submit with application five (5) prints of the County Road Map accurately showing the location and alignment of the line, including all angle points and all tie-ins for crossings of roads and major streams.

Permittee shall use the official Jefferson County Road Map at a scale of 1" = 3 miles. This map can be obtained through the office of the County Engineer.

**CHEVRON PHILLIPS CHEMICAL COMPANY, L.P.**  
**PIPELINE CROSSING PERMIT APPLICATION**  
**(Spread 2-1)**



May 1, 2023

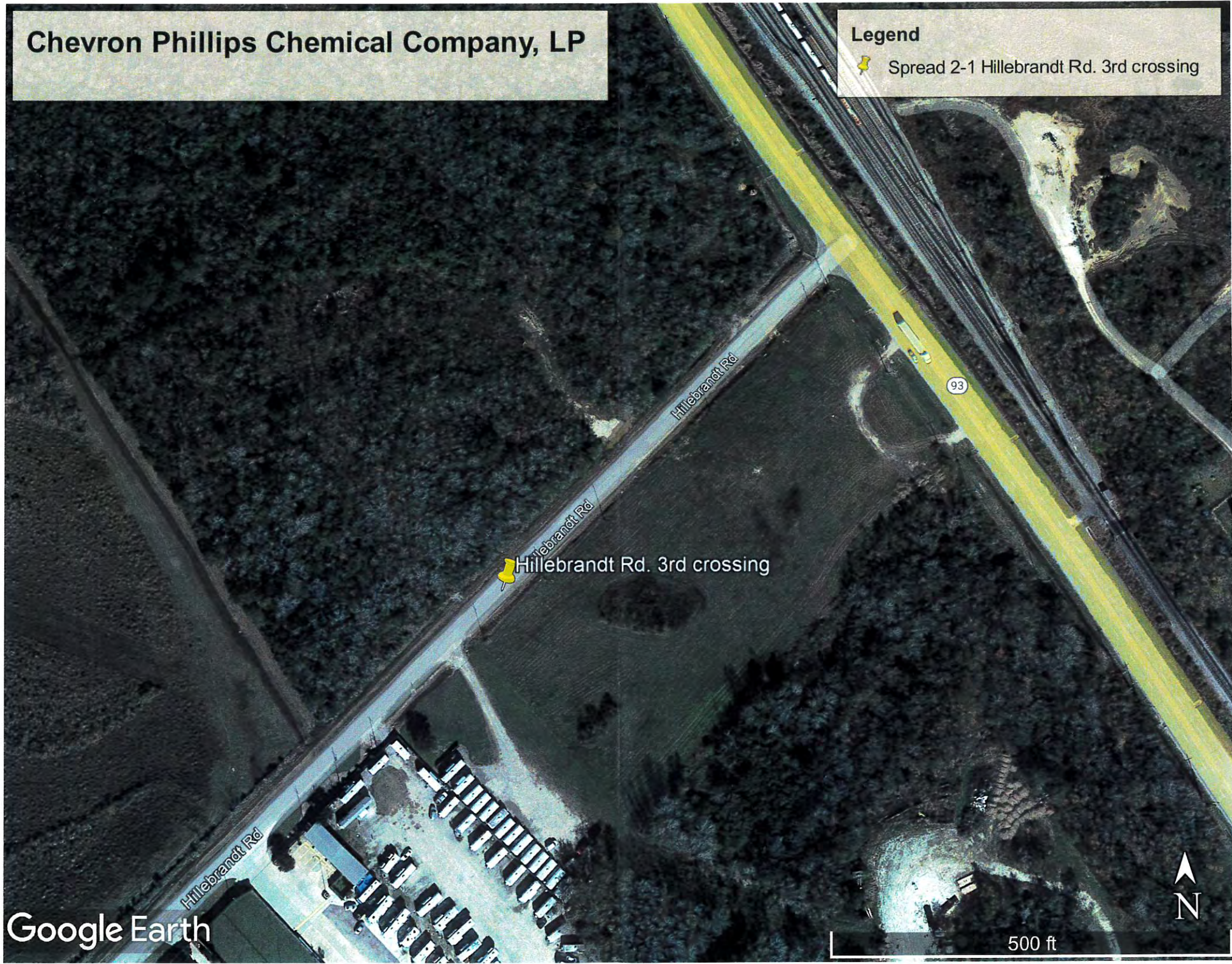
**CHEVRON PHILLIPS CHEMICAL COMPANY, L.P.**  
**PERMIT CHECK BREAKDOWN:**  
**(Spread 2-1)**

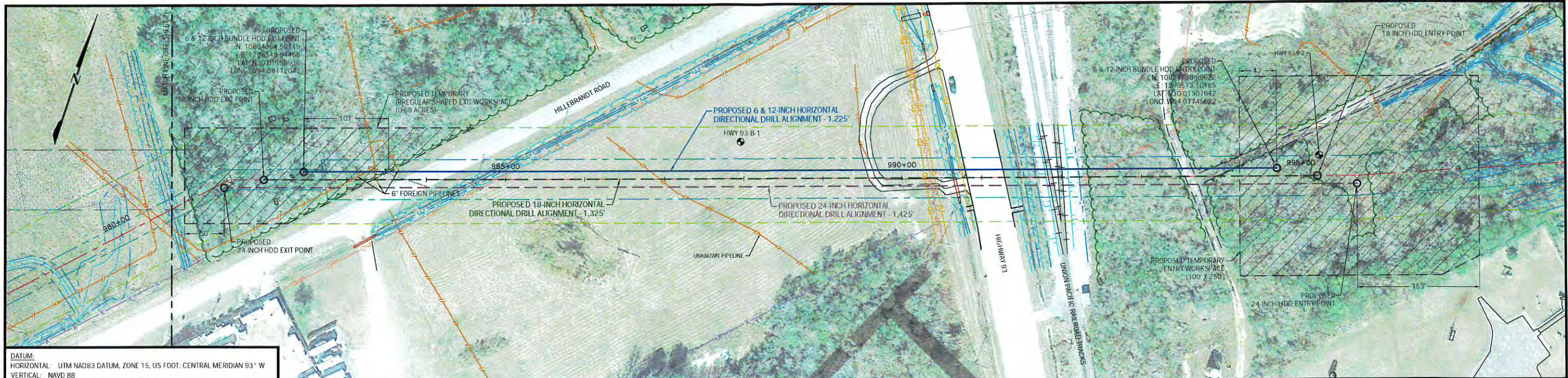
\$100.00 per crossing @ 1 crossings:	\$100.00
Total:	\$100.00

May 1, 2023

**CHEVRON PHILLIPS CHEMICAL COMPANY, L.P.**  
**BOND AMOUNT BREAKDOWN:**  
**(Spread 2-1)**

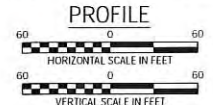
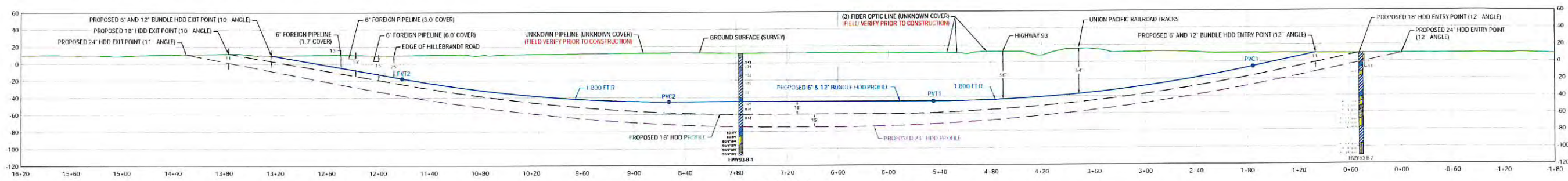
\$5000.00 per crossing @ 1 crossings x 4 pipelines per crossing:	\$20,000.00
Total:	\$20,000.00





DATUM:  
 HORIZONTAL: UTM NAD83 DATUM, ZONE 15, US FOOT; CENTRAL MERIDIAN 93° W  
 VERTICAL: NAVD 88

NOTE: THIS IS A FULL SIZE DRAWING THAT IS INTENDED TO BE PRINTED ON A 24" X 36" SHEET OF PAPER.



DIRECTIONAL DRILL DATA		
6-INCH AND 12-INCH BUNDLED HIGHWAY 93 HDD		
DESCRIPTION	* STATION (FT)	ELEVATION (FT)
ENTRY @ 12	** 1+00.00	9.92
PVC1 (12.00 @ 1,800 FT. R.)	1+73.34	-5.67
PVT1	5+47.58	-45.00
PVC2 (10.00 @ 1,800 FT. R.)	8+58.92	-45.00
PVT2	11+71.49	-17.65
EXIT @ 10	*** 13+25.00	9.41
HORIZONTAL DISTANCE = 1,225.00 FT		
DIRECTIONAL DRILL PIPE LENGTH = 1,233.35 FT		

RECOMMENDED TOLERANCES	
ITEM	TOLERANCE
PILOT DRILL ENTRY ANGLE	± ONE DEGREE (1°)
PILOT DRILL ENTRY LOCATION	± 1 FOOT (31 CM) MEASURED PARALLEL TO PIPELINE, ± 6 INCHES (15 CM) MEASURED PERPENDICULAR TO PIPELINE.
PILOT DRILL EXIT ANGLE	± ONE DEGREE (1°)
PILOT DRILL EXIT LOCATION	± 2 FEET (61 CM) MEASURED PARALLEL TO PIPELINE, ± 6 INCHES (15 CM) MEASURED PERPENDICULAR TO PIPELINE.
PILOT DRILL VERTICAL ELEVATION	= 0 FEET (0 CM) ABOVE THE STATED ELEVATION, -20 FT (6.1 M) BELOW THE STATED ELEVATION.
PILOT DRILL HORIZONTAL ALIGNMENT	= 2 FEET (61 CM)
MINIMUM ALLOWABLE 3-JOINT RADIUS	SHALL NOT BE LESS THAN 1,200 FEET.

- LEGEND**
- EXISTING PIPELINE
  - FIBER OPTIC LINE
  - MAJOR CONTOUR - 10' INTERVAL
  - FENCE
  - TREE LINE
  - EDGE OF ROAD
  - EDGE OF ACCESS ROAD
  - RAILROAD TRACK
  - BALLAST TOP
  - BANK TOP
  - BANK TOE
  - PROPERTY LINE
  - PROPOSED CENTERLINE ALIGNMENT
  - PROPOSED EASEMENT
  - TEMPORARY WORKSPACE
  - ADDITIONAL TEMPORARY WORKSPACE

- BORING LEGEND**
- SPT (N) (SHEAR STRENGTH KSF)
- BORING LOCATION**
- SOIL CLASSIFICATION**
- FILL
  - CH
  - CL
  - SM
  - SP
  - SP-SM
  - SC

- NOTES**
- CONTRACTOR SHALL ADHERE TO THE SPECIFICATIONS AND REQUIREMENTS PER CHEVRON PHILLIPS CHEMICAL COMPANY SPECIFICATIONS, CONTRACT DOCUMENTS AND SPECIAL PERMIT CONDITIONS, EXCEPT AS NOTED ON THIS DRAWING.
  - CONTRACTOR IS RESPONSIBLE FOR CALLING TEXAS ONE-CALL AND LOCATING ALL UNDERGROUND UTILITIES PRIOR TO BEGINNING CONSTRUCTION. IF ANY UTILITY IS LOCATED WITHIN 15 FEET OF THE DESIGNED HDD PROFILE AND ALIGNMENT, CONTRACTOR SHALL OBTAIN APPROVAL FROM CHEVRON PHILLIPS CHEMICAL COMPANY PRIOR TO INITIATING HDD OPERATIONS.
  - IT IS THE CONTRACTOR'S RESPONSIBILITY TO IDENTIFY AND PROTECT ANY FOREIGN UTILITY THAT MAY BE AFFECTED BY THE HDD OPERATIONS.
  - PLACEMENT OF THE HDD RIG IS NOT FIXED BY THE DESIGNATION OF THE ENTRY AND EXIT POINTS. THE USE OF DUAL HDD RIGS DURING CONSTRUCTION MAY BE AT THE DISCRETION OF THE HDD CONTRACTOR, TO BE APPROVED BY THE PROJECT TEAM.
  - ALL EQUIPMENT MUST ACCESS THE SITE ALONG THE CONSTRUCTION RIGHT-OF-WAY OR FROM APPROVED ACCESS ROADS.
  - WORKSPACE: MAXIMUM WORKSPACE LIMITS ARE DEPICTED. RESTRICT CLEARING TO THE WORKSPACE INDICATED AT THE ENTRY AND EXIT POINTS AND PRODUCT PIPE STRINGING AND FABRICATION AREA ALONG THE CONSTRUCTION RIGHT-OF-WAY. CLEARING BETWEEN THE ENTRY AND EXIT POINTS REQUIRES PRIOR APPROVAL FROM THE ENVIRONMENTAL INSPECTOR AND IS LIMITED TO THE AMOUNT NECESSARY TO STRING SURVEY WIRES AND INSTALL PUMPS AND PIPING TO OBTAIN WATER (WHERE APPROVED).
  - WATER SOURCE: DRILL WATER AND HYDROSTATIC TEST WATER SHALL BE OBTAINED FROM AN APPROVED SOURCE.
  - HYDROSTATIC TEST: PRE-INSTALLATION AND POST-INSTALLATION HYDROSTATIC TESTS SHALL BE CONDUCTED IN ACCORDANCE WITH THE HYDROSTATIC TEST PLAN. TEST WATER SHALL BE SAMPLED AND TESTED IN ACCORDANCE WITH PERMIT REQUIREMENTS. THE TEST WATER SHALL BE DISCHARGED IN AN UPLAND AREA INTO AN EROSION CONTROL STRUCTURE OF STRAW BALES AND/OR SILT FENCES. GEOTEXTILE FILTER BAG, OR COLLECTED IN A TRUCK AND HAULED TO AN APPROVED DISPOSAL SITE. UPON COMPLETION OF DEWATERING AND DRYING, A CALIPER PVC SURVEY SHALL BE COMPLETED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
  - SPILL PREVENTION: REFUELING OF ALL EQUIPMENT SHALL BE COMPLETED IN ACCORDANCE WITH THE SPCC PLAN.
  - EROSION AND SEDIMENT CONTROL: CONTRACTOR SHALL SUPPLY, INSTALL AND MAINTAIN SEDIMENT CONTROL STRUCTURES IN ACCORDANCE WITH CONTRACT DOCUMENTS. CONTRACTOR SHALL INSTALL ADDITIONAL EROSION CONTROL STRUCTURES AS DIRECTED BY THE ENVIRONMENTAL INSPECTOR.
  - INSTALLATION: THE PIPE SECTION FOR THE DRILLED CROSSING SHALL BE MADE UP WITHIN THE APPROVED CONSTRUCTION RIGHT-OF-WAY AT THE DRILL EXIT POINT AS SHOWN. AFTER THE PILOT HOLE IS COMPLETE, CONTRACTOR'S ACTUAL DRILL PROFILE SHALL BE SUBMITTED TO CHEVRON PHILLIPS CHEMICAL COMPANY FOR APPROVAL. CONTRACTOR SHALL ASSESS THE NEED FOR AND SUPPLY APPROPRIATE BALLAST DURING PULLBACK.
  - DRILLING FLUID DISPOSAL: CONTRACTOR SHALL DISPOSE OF EXCESS DRILLING FLUID AS DIRECTED BY THE CHEVRON PHILLIPS CHEMICAL COMPANY REPRESENTATIVE IN ACCORDANCE WITH PERMIT CONDITIONS. UNDER NO CIRCUMSTANCES SHALL DRILLING FLUID BE DISPOSED OF IN WATER BODIES OR WETLANDS. ANY DRILLING FLUID WHICH INADVERTENTLY SURFACES AT POINTS OTHER THAN THE ENTRY OR EXIT POINTS SHALL BE CONTAINED AND COLLECTED TO THE EXTENT PRACTICAL AND DISPOSED OF AS DIRECTED BY THE CHEVRON PHILLIPS CHEMICAL COMPANY REPRESENTATIVE IN ACCORDANCE WITH PERMIT CONDITIONS.
  - CLEANUP/STABILIZATION/RESTORATION: ALL DISTURBED AREAS SHALL BE RETURNED TO THE ORIGINAL CONTOURS. DISTURBED AREAS SHALL BE SEEDED AS SPECIFIED IN THE CLEANUP AND RESTORATION REQUIREMENTS. IF THE TERRAIN ALLOWS AND ACCESS IS PERMITTED, CONTRACTOR SHALL UTILIZE LOW GROUND PRESSURE EQUIPMENT OR OTHER EQUIPMENT APPROVED BY OWNER, TO FACILITATE CONTAINMENT AND CLEANUP OF ANY INADVERTENT RETURNS THAT OCCUR DURING THE HDD INSTALLATION PROCESS.
  - GEOTECHNICAL DATA: BORE HOLES ARE OFFSET FROM THE PIPELINE CENTERLINE AS SHOWN ON THE PLAN VIEW. THE GEOTECHNICAL INFORMATION PROVIDED ON THIS DRAWING IS A GENERAL SUMMARY. REFER TO THE APPLICABLE GEOTECHNICAL REPORT IN THE CONTRACT DOCUMENTS FOR MORE DETAILED INFORMATION.
  - AERIAL IMAGE TAKEN FROM GOOGLE EARTH PRO © 2022, LICENSED TO GEOENGINEERS, INC., IMAGE DATED 11/23/19
  - GROUND SURFACE SURVEY DATA AND BASE FILES PROVIDED BY AUDUBON FIELD SOLUTIONS

\* THE STATIONING IS BASED ON AN ARBITRARY REFERENCE POINT  
 \*\* HDD DESIGN ENTRY POINT STATION 1+00 - PROJECT STATION 994+71  
 \*\*\* HDD DESIGN EXIT POINT STATION 13+25 - PROJECT STATION 982+46

- BASIS OF DESIGN:**
- PRODUCT PIPES WILL CONSIST OF (1) 6.625" O.D. X 0.280" W.T. API 5L X 52 SMLS. WITH 14-16 MILS MINIMUM OF FUSION BONDED EPOXY (FBE) AND A MINIMUM OF 20-25 MILS OF ABRASION RESISTANT OVERLAY (ARO). (1) 12.75" O.D. X 0.406" W.T. API 5L X 60 SMLS. WITH 14-16 MILS MINIMUM OF FBE AND A MINIMUM OF 20-25 MILS OF ARO.
  - THE MAXIMUM ALLOWABLE OPERATING PRESSURE (MAOP) = 2,220 PSI
  - THE ASSUMED MAXIMUM OPERATING TEMPERATURE = 75° FAHRENHEIT (6° RFG) AND 120° FAHRENHEIT (12° P.P.MIX)

DIRECTIONAL DRILL PIPE SEGMENTS		
6-INCH AND 12-INCH BUNDLED HIGHWAY 93 HDD		
SEGMENT NAME	TYPE	LENGTH (FT)
ENTRY TANGENT	STRAIGHT	74.976
ENTRY CURVE	VERTICAL CURVE	376.991
BOTTOM TANGENT	STRAIGHT	311.344
EXIT CURVE	VERTICAL CURVE	314.159
EXIT TANGENT	STRAIGHT	155.879

ISSUED FOR BID

REFERENCES	
DRAWING NUMBER	REFERENCE DRAWING TITLE
019343-005	Section C Mapping Base
019343-006	Section C Property GIS
019343-008	Section C USGC II Prelim Master

REVISIONS						
NO.	DESCRIPTION	DRAWN	DESIGN	CHK'D	APP'D	DATE
A	PRELIMINARY: NOT FOR CONSTRUCTION	RBM	OJC	PMO		09/29/22
B	ISSUED FOR BID	RBM	OJC	PMO		12/15/22

**GEOENGINEERS**

2155-A West Chesterfield Blvd  
 Springfield, MO 65807  
 Telephone (417) 831-9700  
 Fax (417) 831-9777

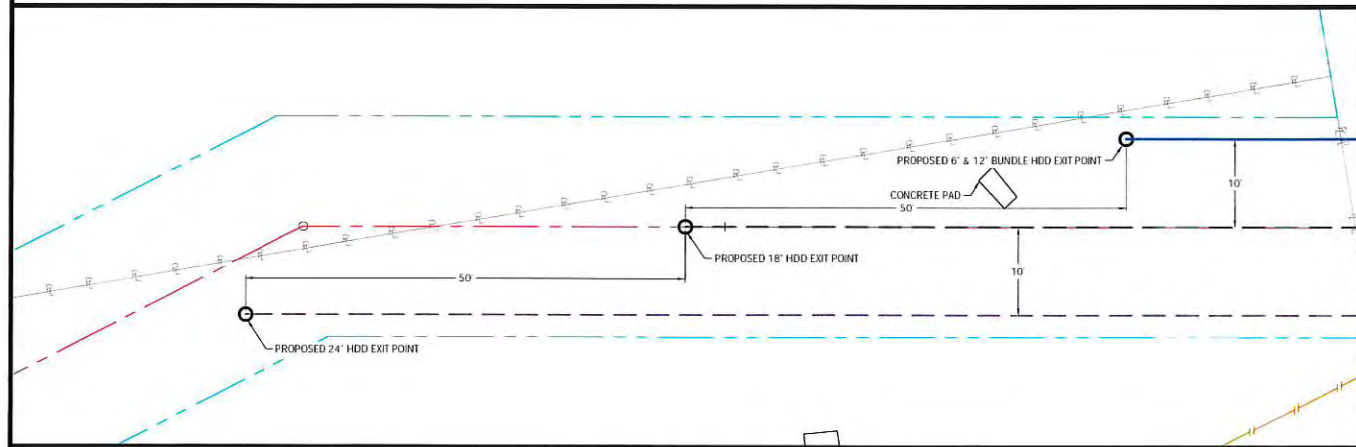
CHEVRON PHILLIPS CHEMICAL COMPANY, LLC  
 USGC2 SPREAD 2  
 6-INCH AND 12-INCH BUNDLED HIGHWAY 93 HDD  
 PLAN AND PROFILE  
 JEFFERSON COUNTY, TEXAS

Project No.	06412-025-20
Drawing No.	
Sheet	1 of 2

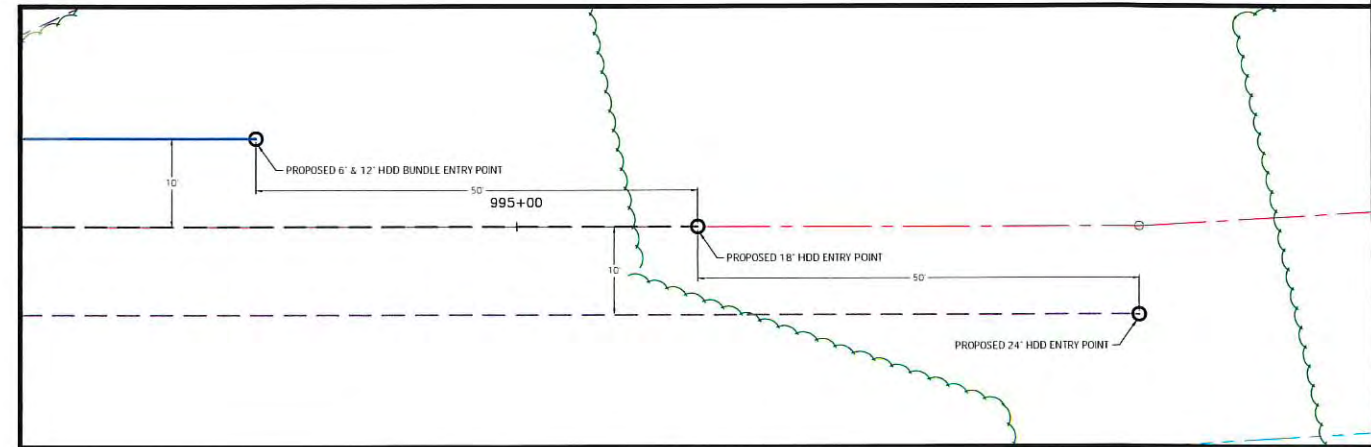


DATUM:  
 HORIZONTAL: UTM NAD83 DATUM, ZONE 15, US FOOT, CENTRAL MERIDIAN 93° W  
 VERTICAL: NAVD 88

NOTE: THIS IS A FULL SIZE DRAWING THAT IS INTENDED TO BE PRINTED ON A 24" X 36" SHEET OF PAPER.



EXIT DETAIL  
 SCALE IN FEET



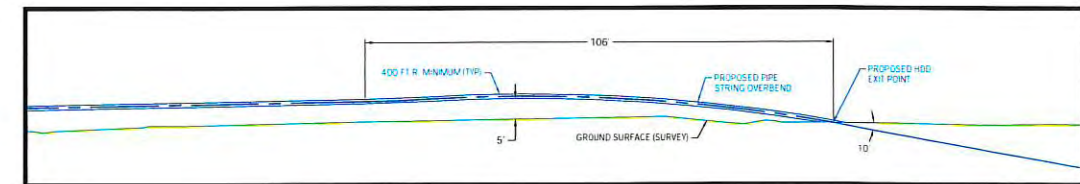
ENTRY DETAIL  
 SCALE IN FEET

LEGEND

- BORING LOCATION
- EXISTING PIPELINE
- FIBER OPTIC LINE
- MAJOR CONTOUR - 10' INTERVAL
- FENCE
- TREE LINE
- EDGE OF ROAD
- EDGE OF ACCESS ROAD
- BANK TOP
- BANK TOE
- PROPERTY LINE
- PROPOSED CENTERLINE ALIGNMENT
- PROPOSED EASEMENT
- TEMPORARY WORKSPACE
- ADDITIONAL TEMPORARY WORKSPACE

- NOTES:
1. ALL EQUIPMENT MUST ACCESS THE SITE ALONG THE CONSTRUCTION RIGHT-OF-WAY OR FROM APPROVED ACCESS ROADS.
  2. AERIAL IMAGE TAKEN FROM GOOGLE EARTH PRO - 2021. LICENSED TO GEOENGINEERS, INC. IMAGE DATED 11/23/19.
  3. GROUND SURFACE SURVEY DATA AND BASE FILES PROVIDED BY AUDUBON FIELD SOLUTIONS.

ISSUED FOR BID



OVERBEND DETAIL  
 SCALE IN FEET

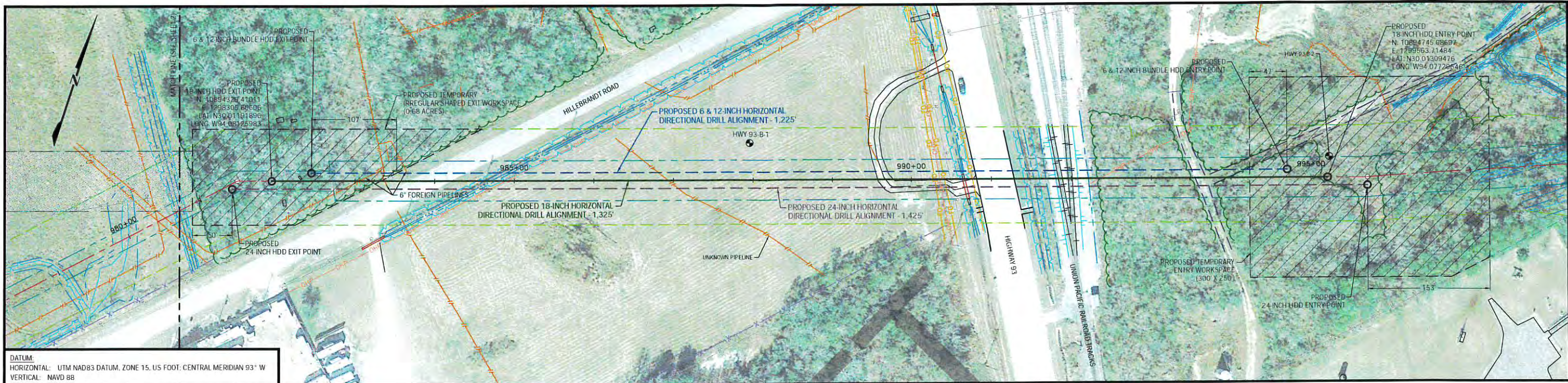
REFERENCES		REVISIONS						
DRAWING NUMBER	REFERENCE DRAWING TITLE	NO.	DESCRIPTION	DRAWN	DESIGN	CHK'D	APP'D	DATE
019343-008	Section C Mapping Base	A	PRELIMINARY: NOT FOR CONSTRUCTION	RBM	OJC	PMD		09/29/22
019343-008	Section C Property GIS	B	ISSUED FOR BID	RBM	OJC	PMD		12/15/22
019343-008	Section C USGC II Prelim Master							

**GEOENGINEERS**

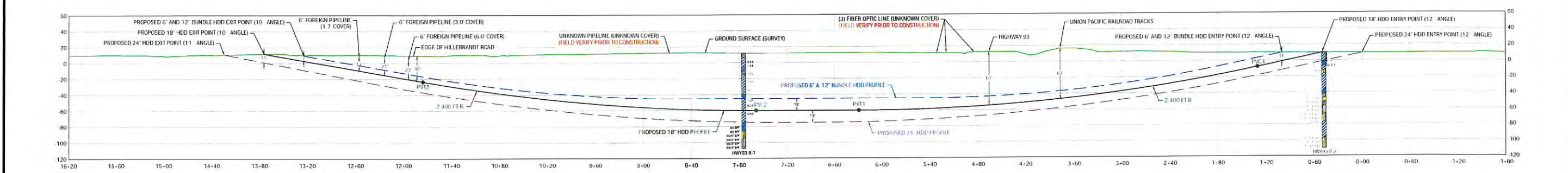
2155-A West Chesterfield Blvd  
 Springfield, MO 65807  
 Telephone (417) 831-9700  
 Fax (417) 831-9777

CHEVRON PHILLIPS CHEMICAL COMPANY, LLC  
 USGC2 SPREAD 2  
 6-INCH AND 12-INCH BUNDLED HIGHWAY 93 HDD  
 STRINGING WORKSPACE / DETAILS  
 JEFFERSON COUNTY, TEXAS

Project No: 06412-025-20  
 Drawing No:  
 Sheet: 2 of 2



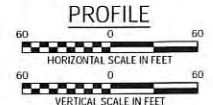
NOTE: THIS IS A FULL SIZE DRAWING THAT IS INTENDED TO BE PRINTED ON A 24" X 36" SHEET OF PAPER.



DESCRIPTION	STATION (FT)	ELEVATION (FT)
ENTRY @ 12'	** 0+50.00	9.54
PVC1 (12.00 @ 2,400 FT R.)	1+30.42	-7.55
PVT1	6+29.41	-60.00
PVC2 (10.00 @ 2,400 FT R.)	7+59.08	-60.00
PVT2	11+75.84	-23.54
EXIT @ 10'	** 13+75.00	11.58
HORIZONTAL DISTANCE = 1,325.00 FT		
DIRECTIONAL DRILL PIPE LENGTH = 1,335.66 FT		

ITEM	TOLERANCE
PILOT DRILL ENTRY ANGLE	± ONE DEGREE (1°)
PILOT DRILL ENTRY LOCATION	±1 FOOT (31 CM) MEASURED PARALLEL TO PIPELINE, ± 6 INCHES (15 CM) MEASURED PERPENDICULAR TO PIPELINE.
PILOT DRILL EXIT ANGLE	± ONE DEGREE (1°)
PILOT DRILL EXIT LOCATION	± 2 FEET (61 CM) MEASURED PARALLEL TO PIPELINE, ± 6 INCHES (15 CM) MEASURED PERPENDICULAR TO PIPELINE.
PILOT DRILL VERTICAL ELEVATION	± 0 FEET (0 CM) ABOVE THE STATED ELEVATION, -20 FT (6.1 M) BELOW THE STATED ELEVATION.
PILOT DRILL HORIZONTAL ALIGNMENT	± 2 FEET (61 CM)
MINIMUM ALLOWABLE 3-JOINT RADIUS	SHALL NOT BE LESS THAN 1,800 FEET.

- LEGEND**
- BORING LOCATION
  - EXISTING PIPELINE
  - FIBER OPTIC LINE
  - MAJOR CONTOUR - 10' INTERVAL
  - FENCE
  - TREE LINE
  - EDGE OF ROAD
  - EDGE OF ACCESS ROAD
  - RAILROAD TRACK
  - BALLAST TOP
  - BANK TOP
  - BANK TOE
  - PROPERTY LINE
  - PROPOSED CENTERLINE ALIGNMENT
  - PROPOSED EASEMENT
  - TEMPORARY WORKSPACE
  - ADDITIONAL TEMPORARY WORKSPACE



- BORING LEGEND**
- SPT # (SHEAR STRENGTH KSF)
  - BORING LOCATION
- SOIL CLASSIFICATION**
- FILL
  - CH
  - CL
  - SM
  - SP
  - SP SM
  - SC

- NOTES**
- CONTRACTOR SHALL ADHERE TO THE SPECIFICATIONS AND REQUIREMENTS PER CHEVRON PHILLIPS CHEMICAL COMPANY SPECIFICATIONS, CONTRACT DOCUMENTS AND SPECIAL PERMIT CONDITIONS, EXCEPT AS NOTED ON THIS DRAWING.
  - CONTRACTOR IS RESPONSIBLE FOR CALLING TEXAS ONE-CALL AND LOCATING ALL UNDERGROUND UTILITIES PRIOR TO BEGINNING CONSTRUCTION. IF ANY UTILITY IS LOCATED WITHIN 15 FEET OF THE DESIGNED HDD PROFILE AND ALIGNMENT, CONTRACTOR SHALL OBTAIN APPROVAL FROM CHEVRON PHILLIPS CHEMICAL COMPANY PRIOR TO INITIATING HDD OPERATIONS.
  - IT IS THE CONTRACTOR'S RESPONSIBILITY TO IDENTIFY AND PROTECT ANY FOREIGN UTILITY THAT MAY BE AFFECTED BY THE HDD OPERATIONS.
  - PLACEMENT OF THE HDD RIG IS NOT FIXED BY THE DESIGNATION OF THE ENTRY AND EXIT POINTS. THE USE OF DUAL HDD RIGS DURING CONSTRUCTION MAY BE AT THE DISCRETION OF THE HDD CONTRACTOR. TO BE APPROVED BY THE PROJECT TEAM.
  - ALL EQUIPMENT MUST ACCESS THE SITE ALONG THE CONSTRUCTION RIGHT-OF-WAY OR FROM APPROVED ACCESS ROADS.
  - WORKSPACE: MAXIMUM WORKSPACE LIMITS ARE DEPICTED. RESTRICT CLEARING TO THE WORKSPACE INDICATED AT THE ENTRY AND EXIT POINTS AND PRODUCT PIPE STRINGING AND FABRICATION AREA ALONG THE CONSTRUCTION RIGHT-OF-WAY CLEARING BETWEEN THE ENTRY AND EXIT POINTS REQUIRES PRIOR APPROVAL FROM THE ENVIRONMENTAL INSPECTOR AND IS LIMITED TO THE AMOUNT NECESSARY TO STRING SURVEY WIRES AND INSTALL PUMPS AND PIPING TO OBTAIN WATER (WHERE APPROVED).
  - WATER SOURCE: DRILL WATER AND HYDROSTATIC TEST WATER SHALL BE OBTAINED FROM AN APPROVED SOURCE.
  - HYDROSTATIC TEST: PRE-INSTALLATION AND POST-INSTALLATION HYDROSTATIC TESTS SHALL BE CONDUCTED IN ACCORDANCE WITH THE HYDROSTATIC TEST PLAN. TEST WATER SHALL BE SAMPLED AND TESTED IN ACCORDANCE WITH PERMIT REQUIREMENTS. THE TEST WATER SHALL BE DISCHARGED IN AN UPLAND AREA INTO AN EROSION CONTROL STRUCTURE OF STRAW BALS AND/OR SILT FENCES, GEOTEXTILE FILTER BAG, OR COLLECTED IN A TRUCK AND HAULED TO AN APPROVED DISPOSAL SITE. UPON COMPLETION OF DEWATERING AND DRYING, A CALIPER PIG SURVEY SHALL BE COMPLETED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
  - SPILL PREVENTION: REFUELING OF ALL EQUIPMENT SHALL BE COMPLETED IN ACCORDANCE WITH THE SPCC PLAN.
  - EROSION AND SEDIMENT CONTROL: CONTRACTOR SHALL SUPPLY, INSTALL AND MAINTAIN SEDIMENT CONTROL STRUCTURES IN ACCORDANCE WITH CONTRACT DOCUMENTS. CONTRACTOR SHALL INSTALL ADDITIONAL EROSION CONTROL STRUCTURES AS DIRECTED BY THE ENVIRONMENTAL INSPECTOR.
  - INSTALLATION: THE PIPE SECTION FOR THE DRILLED CROSSING SHALL BE MADE UP WITHIN THE APPROVED CONSTRUCTION RIGHT-OF-WAY AT THE DRILL EXIT POINT AS SHOWN. AFTER THE PILOT HOLE IS COMPLETE, CONTRACTOR'S ACTUAL DRILL PROFILE SHALL BE SUBMITTED TO CHEVRON PHILLIPS CHEMICAL COMPANY FOR APPROVAL. CONTRACTOR SHALL ASSESS THE NEED FOR AND SUPPLY APPROPRIATE BALLAST DURING PULLBACK.
  - DRILLING FLUID DISPOSAL: CONTRACTOR SHALL DISPOSE OF EXCESS DRILLING FLUID AS DIRECTED BY THE CHEVRON PHILLIPS CHEMICAL COMPANY REPRESENTATIVE IN ACCORDANCE WITH PERMIT CONDITIONS. UNDER NO CIRCUMSTANCES SHALL DRILLING FLUID BE DISPOSED OF IN WATER BODIES OR WETLANDS. ANY DRILLING FLUID WHICH INADVERTENTLY SURFACES AT POINTS OTHER THAN THE ENTRY OR EXIT POINTS SHALL BE CONTAINED AND COLLECTED TO THE EXTENT PRACTICAL AND DISPOSED OF AS DIRECTED BY THE CHEVRON PHILLIPS CHEMICAL COMPANY REPRESENTATIVE IN ACCORDANCE WITH PERMIT CONDITIONS.
  - CLEANUP/STABILIZATION/RESTORATION: ALL DISTURBED AREAS SHALL BE RETURNED TO THE ORIGINAL CONTOURS. DISTURBED AREAS SHALL BE SEEDED AS SPECIFIED IN THE CLEAN UP AND RESTORATION REQUIREMENTS. IF THE TERRAIN ALLOWS AND ACCESS IS PERMITTED, CONTRACTOR SHALL UTILIZE LOW GROUND PRESSURE EQUIPMENT OR OTHER EQUIPMENT APPROVED BY OWNER, TO FACILITATE CONTAINMENT AND CLEAN-UP OF ANY INADVERTENT RETURNS THAT OCCUR DURING THE HDD INSTALLATION PROCESS.
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  - AERIAL IMAGE TAKEN FROM GOOGLE EARTH PRO © 2022. LICENSED TO GEOENGINEERS, INC. IMAGE DATED 11/23/19
  - GROUND SURFACE SURVEY DATA AND BASE FILES PROVIDED BY AUDUBON FIELD SOLUTIONS

\* THE STATIONING IS BASED ON AN ARBITRARY REFERENCE POINT  
 \*\* HDD DESIGN ENTRY POINT STATION 0+50 = PROJECT STATION 995+21  
 \*\*\* HDD DESIGN EXIT POINT STATION 13+75 = PROJECT STATION 981+96

SEGMENT NAME	TYPE	LENGTH (FT)
ENTRY TANGENT	STRAIGHT	82.220
ENTRY CURVE	VERTICAL CURVE	502.655
BOTTOM TANGENT	STRAIGHT	129.670
EXIT CURVE	VERTICAL CURVE	418.879
EXIT TANGENT	STRAIGHT	202.236

ISSUED FOR BID

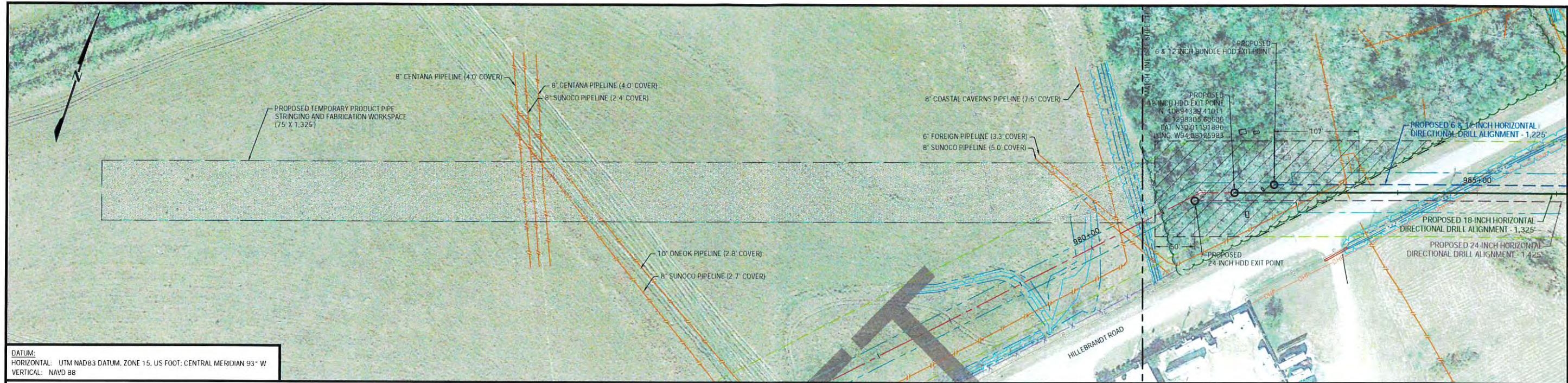
REFERENCES		REVISIONS	
DRAWING NUMBER	REFERENCE DRAWING TITLE	NO.	DESCRIPTION
019343-008	Section C Mapping Base	A	PRELIMINARY: NOT FOR CONSTRUCTION
019343-008	Section C Property GIS	B	ISSUED FOR BID
019343-008	Section C USGC II Prelim Master		

**GEOENGINEERS**

2155 A West Chesterfield Blvd  
Springfield, MO 65807  
Telephone (417) 831-9700  
Fax (417) 831-9777

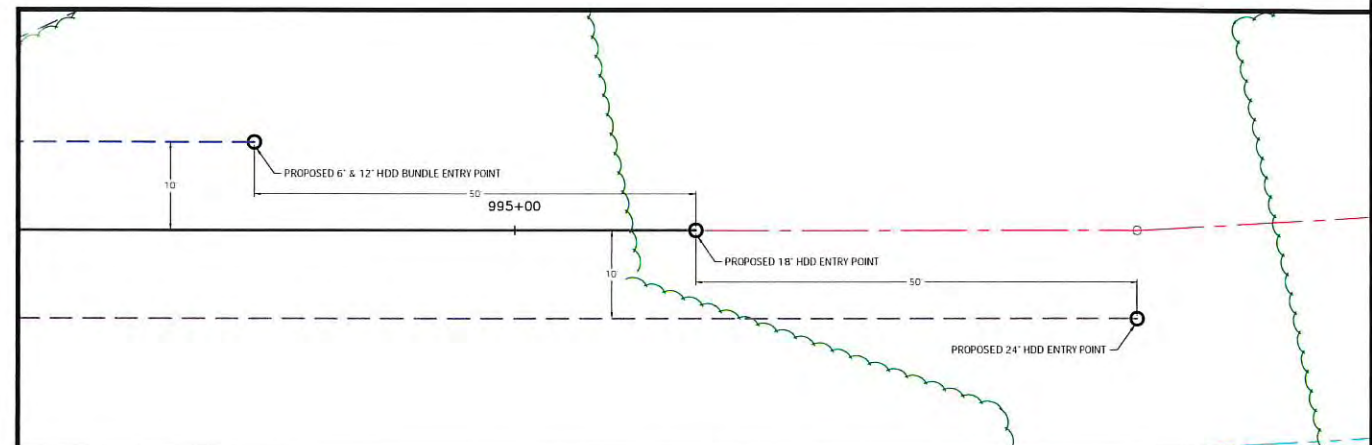
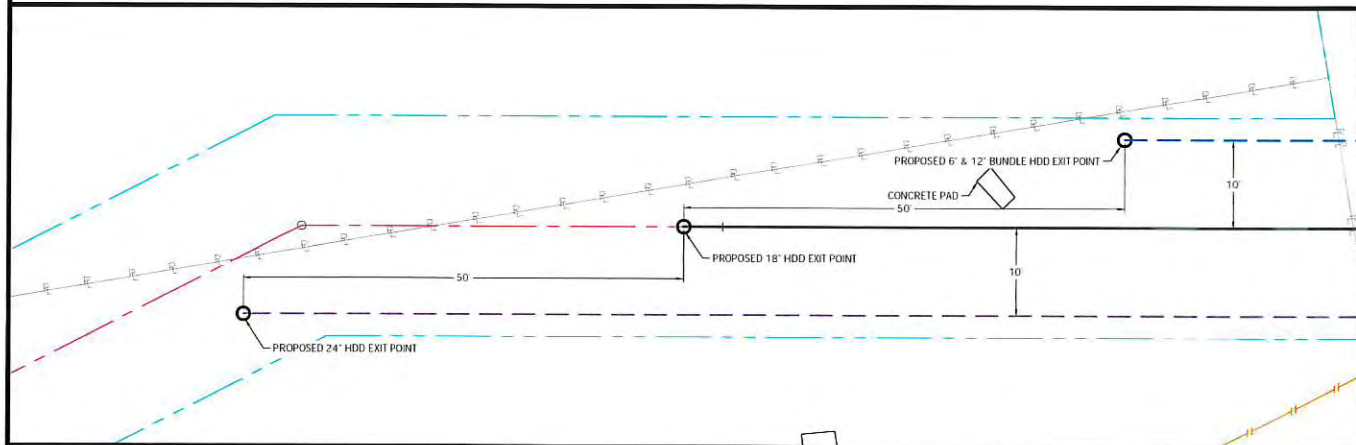
**CHEVRON PHILLIPS CHEMICAL COMPANY, LLC**  
 USGC2 SPREAD 2  
 18-INCH HIGHWAY 93 HDD  
 PLAN AND PROFILE  
 JEFFERSON COUNTY, TEXAS

Project No. 06412-025-20  
 Drawing No.  
 Sheet 1 of 2



DATUM:  
 HORIZONTAL: UTM NAD83 DATUM, ZONE 15, US FOOT, CENTRAL MERIDIAN 93° W  
 VERTICAL: NAVD 88

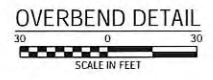
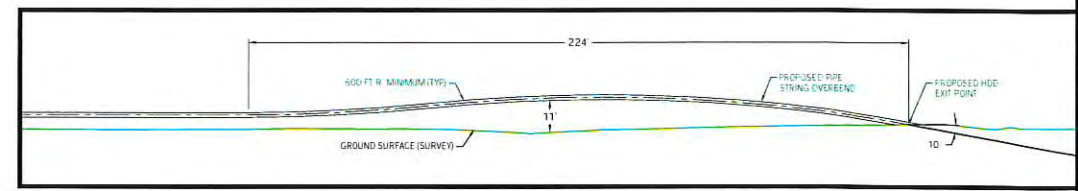
NOTE: THIS IS A FULL SIZE DRAWING THAT IS INTENDED TO BE PRINTED ON A 24" X 36" SHEET OF PAPER.



- LEGEND**
- BORING LOCATION
  - EXISTING PIPELINE
  - FIBER OPTIC LINE
  - MAJOR CONTOUR - 10' INTERVAL
  - FENCE
  - TREE LINE
  - EDGE OF ROAD
  - EDGE OF ACCESS ROAD
  - BANK TOP
  - BANK TOE
  - PROPERTY LINE
  - PROPOSED CENTERLINE ALIGNMENT
  - PROPOSED EASEMENT
  - TEMPORARY WORKSPACE
  - ADDITIONAL TEMPORARY WORKSPACE

- NOTES:**
1. ALL EQUIPMENT MUST ACCESS THE SITE ALONG THE CONSTRUCTION RIGHT-OF-WAY OR FROM APPROVED ACCESS ROADS.
  2. AERIAL IMAGE TAKEN FROM GOOGLE EARTH PRO - 2021. LICENSED TO GEOENGINEERS, INC.. IMAGE DATED 11/23/19.
  3. GROUND SURFACE SURVEY DATA AND BASE FILES PROVIDED BY AUDUBON FIELD SOLUTIONS.

**ISSUED FOR BID**



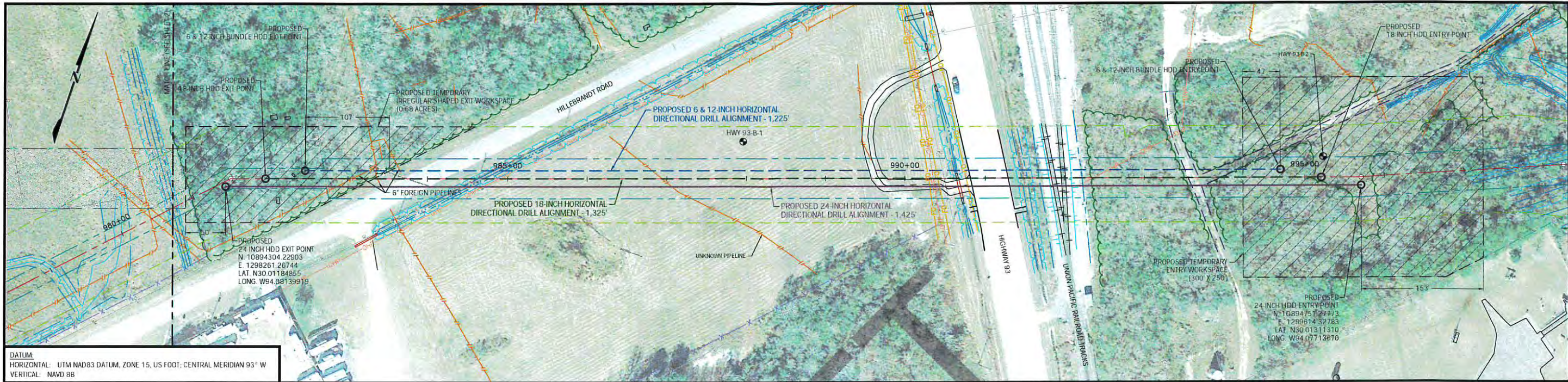
REFERENCES		REVISIONS						
DRAWING NUMBER	REFERENCE DRAWING TITLE	NO.	DESCRIPTION	DRAWN	DESIGN	CHK'D	APPD	DATE
019343-00B	Section C Mapping Base	A	PRELIMINARY, NOT FOR CONSTRUCTION	RBM	OJC	PMD		09/29/22
019343-00B	Section C Property GIS	B	ISSUED FOR BID	RBM	OJC	PMD		12/15/22
019343-00B	Section C USGC II Prelim Master							

**GEOENGINEERS**

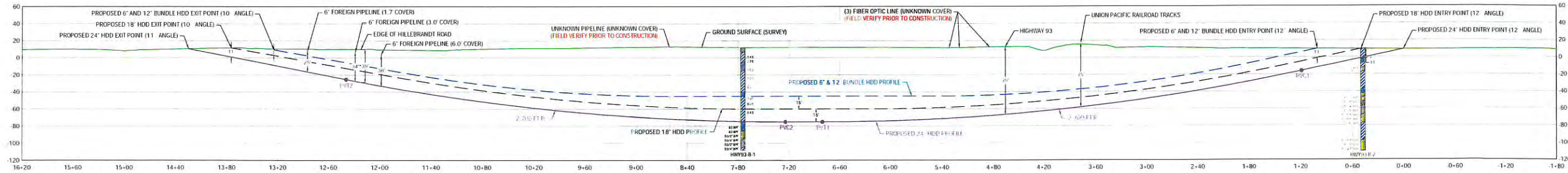
2155-A West Chesterfield Blvd  
 Springfield, MO 65807  
 Telephone (417) 831-9700  
 Fax (417) 831-9777

CHEVRON PHILLIPS CHEMICAL COMPANY, LLC  
 USGC2 SPREAD 2  
 18-INCH HIGHWAY 93 HDD  
 STRINGING WORKSPACE / DETAILS  
 JEFFERSON COUNTY, TEXAS

Project No: 06412-025-20  
 Drawing No:  
 Sheet: 2 of 2



NOTE: THIS IS A FULL SIZE DRAWING THAT IS INTENDED TO BE PRINTED ON A 24" X 36" SHEET OF PAPER.



DIRECTIONAL DRILL DATA 24-INCH HIGHWAY 93 HDD		
DESCRIPTION	* STATION (FT)	ELEVATION (FT)
ENTRY @ 12	** 0+00.00	9.26
PVC 1 (@ 2,700 FT R.)	1+18.84	-16.00
PVT 1	6+80.20	-75.00
PVC 2 (@ 2,700 FT R.)	7+24.37	-75.00
PVT 2	12+39.55	-25.39
EXIT @ 11	** 14+25.00	10.65
HORIZONTAL DISTANCE = 1,425.00 FT		
DIRECTIONAL DRILL PIPE LENGTH = 1,438.43 FT		

RECOMMENDED TOLERANCES	
ITEM	TOLERANCE
PILOT DRILL ENTRY ANGLE	± ONE DEGREE (1°)
PILOT DRILL ENTRY LOCATION	± 1 FOOT (31 CM) MEASURED PARALLEL TO PIPELINE, ± 6 INCHES (15 CM) MEASURED PERPENDICULAR TO PIPELINE.
PILOT DRILL EXIT ANGLE	± ONE DEGREE (1°)
PILOT DRILL EXIT LOCATION	± 2 FEET (61 CM) MEASURED PARALLEL TO PIPELINE, ± 6 INCHES (15 CM) MEASURED PERPENDICULAR TO PIPELINE.
PILOT DRILL VERTICAL ELEVATION	± 0 FEET (0 CM) ABOVE THE STATED ELEVATION, - 20 FT (6.1 M) BELOW THE STATED ELEVATION.
PILOT DRILL HORIZONTAL ALIGNMENT	± 2 FEET (61 CM)
MINIMUM ALLOWABLE 3-JOINT RADIUS	SHALL NOT BE LESS THAN 2,200 FEET.

DIRECTIONAL DRILL PIPE SEGMENTS 24-INCH HIGHWAY 93 HDD		
SEGMENT NAME	TYPE	LENGTH (FT)
ENTRY TANGENT	STRAIGHT	121.496
ENTRY CURVE	VERTICAL CURVE	565.487
BOTTOM TANGENT	STRAIGHT	44.167
EXIT CURVE	VERTICAL CURVE	518.363
EXIT TANGENT	STRAIGHT	188.917

- LEGEND**
- EXISTING PIPELINE
  - FIBER OPTIC LINE
  - MAJOR CONTOUR - 10' INTERVAL
  - FENCE
  - TREE LINE
  - EDGE OF ROAD
  - EDGE OF ACCESS ROAD
  - RAILROAD TRACK
  - BALLAST TOP
  - BANK TOP
  - BANK TOE
  - PROPERTY LINE
  - PROPOSED CENTERLINE ALIGNMENT
  - PROPOSED EASEMENT
  - TEMPORARY WORKSPACE
  - ADDITIONAL TEMPORARY WORKSPACE

- BORING LEGEND**
- SPT (N) (SHEAR STRENGTH KSF)
  - BORING LOCATION

- SOIL CLASSIFICATION**
- FILL
  - CH
  - CL
  - SM
  - SP
  - SP-SM
  - SC

- NOTES**
- CONTRACTOR SHALL ADHERE TO THE SPECIFICATIONS AND REQUIREMENTS PER CHEVRON PHILLIPS CHEMICAL COMPANY SPECIFICATIONS, CONTRACT DOCUMENTS AND SPECIAL PERMIT CONDITIONS, EXCEPT AS NOTED ON THIS DRAWING.
  - CONTRACTOR IS RESPONSIBLE FOR CALLING TEXAS ONE CALL AND LOCATING ALL UNDERGROUND UTILITIES PRIOR TO BEGINNING CONSTRUCTION. IF ANY UTILITY IS LOCATED WITHIN 15 FEET OF THE DESIGNED HDD PROFILE AND ALIGNMENT, CONTRACTOR SHALL OBTAIN APPROVAL FROM CHEVRON PHILLIPS CHEMICAL COMPANY PRIOR TO INITIATING HDD OPERATIONS.
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  - ALL EQUIPMENT MUST ACCESS THE SITE ALONG THE CONSTRUCTION RIGHT-OF-WAY OR FROM APPROVED ACCESS ROADS.
  - WORKSPACE: MAXIMUM WORKSPACE LIMITS ARE DEPICTED. RESTRICT CLEARING TO THE WORKSPACE INDICATED AT THE ENTRY AND EXIT POINTS AND PRODUCT PIPE STRINGING AND FABRICATION AREA ALONG THE CONSTRUCTION RIGHT-OF-WAY. CLEARING BETWEEN THE ENTRY AND EXIT POINTS REQUIRES PRIOR APPROVAL FROM THE ENVIRONMENTAL INSPECTOR AND IS LIMITED TO THE AMOUNT NECESSARY TO STRING SURVEY WIRES AND INSTALL PUMPS AND PIPING TO OBTAIN WATER (WHERE APPROVED).
  - WATER SOURCE: DRILL WATER AND HYDROSTATIC TEST WATER SHALL BE OBTAINED FROM AN APPROVED SOURCE.
  - HYDROSTATIC TEST: PRE-INSTALLATION AND POST-INSTALLATION HYDROSTATIC TESTS SHALL BE CONDUCTED IN ACCORDANCE WITH THE HYDROSTATIC TEST PLAN. TEST WATER SHALL BE SAMPLED AND TESTED IN ACCORDANCE WITH PERMIT REQUIREMENTS. THE TEST WATER SHALL BE DISCHARGED IN AN UPLAND AREA INTO AN EROSION CONTROL STRUCTURE OF STRAW BALES AND/OR SILT FENCES, GEOTEXTILE FILTER BAG, OR COLLECTED IN A TRUCK AND HAULED TO AN APPROVED DISPOSAL SITE. UPON COMPLETION OF DEWATERING AND DRYING, A CALIBER PIG SURVEY SHALL BE COMPLETED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
  - SPILL PREVENTION: REFUELING OF ALL EQUIPMENT SHALL BE COMPLETED IN ACCORDANCE WITH THE SPOC PLAN.
  - EROSION AND SEDIMENT CONTROL: CONTRACTOR SHALL SUPPLY, INSTALL AND MAINTAIN SEDIMENT CONTROL STRUCTURES IN ACCORDANCE WITH CONTRACT DOCUMENTS. CONTRACTOR SHALL INSTALL ADDITIONAL EROSION CONTROL STRUCTURES AS DIRECTED BY THE ENVIRONMENTAL INSPECTOR.
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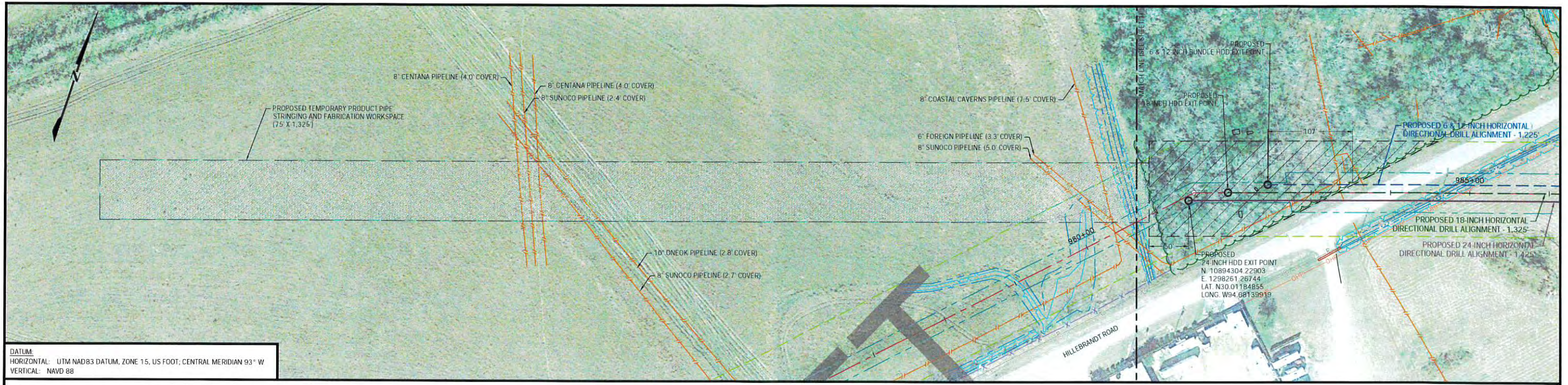
**ISSUED FOR BID**

REFERENCES		REVISIONS						CHEVRON PHILLIPS CHEMICAL COMPANY, LLC USGC2 SPREAD 2 24-INCH HIGHWAY 93 HDD PLAN AND PROFILE JEFFERSON COUNTY, TEXAS		Project No. 06412-025-20
DRAWING NUMBER	REFERENCE DRAWING TITLE	NO.	DESCRIPTION	DRAWN	DESIGN	CHK'D	APP'D	DATE	Drawing No.	
019343-008	Section C, Mapping Base	A	PRELIMINARY: NOT FOR CONSTRUCTION	RBM	DJC	PMO		09/29/22		
019343-008	Section C, Property GIS	B	ISSUED FOR BID	RBM	DJC	PMO		12/15/22		
019343-008	Section C, USGC II Prelim Master									

**GEOENGINEERS**

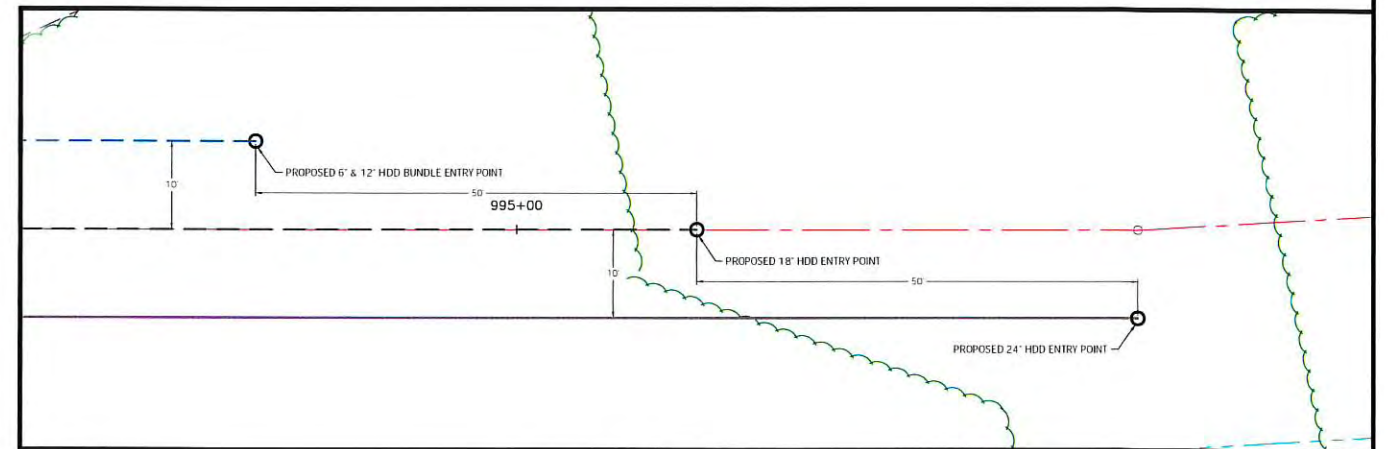
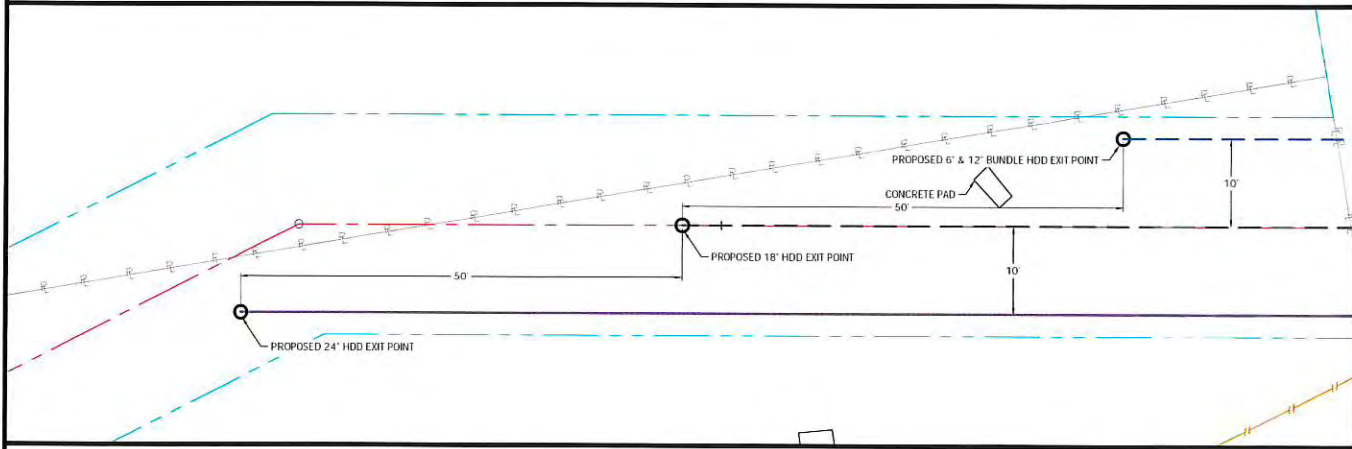
2155 A West Chesterfield Blvd  
 Springfield, MO 65807  
 Telephone (417) 831-9700  
 Fax (417) 831-9777





DATUM:  
 HORIZONTAL: UTM NAD83 DATUM, ZONE 15, US FOOT, CENTRAL MERIDIAN 93° W  
 VERTICAL: NAVD 88

NOTE: THIS IS A FULL SIZE DRAWING THAT IS INTENDED TO BE PRINTED ON A 24" X 36" SHEET OF PAPER.

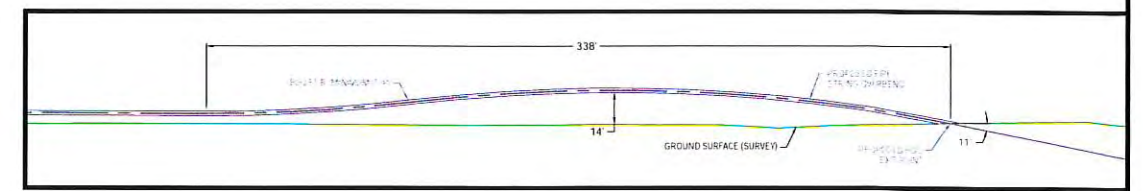


LEGEND

- BORING LOCATION
- EXISTING PIPELINE
- FIBER OPTIC LINE
- MAJOR CONTOUR - 10' INTERVAL
- FENCE
- TREE LINE
- EDGE OF ROAD
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  3. GROUND SURFACE SURVEY DATA AND BASE FILES PROVIDED BY AUDUBON FIELD SOLUTIONS.

ISSUED FOR BID



REFERENCES		REVISIONS								
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019343-00B	Section C Property GIS	B	ISSUED FOR BID	RBM	OJC	PMD		12/15/22		
019343-00B	Section C USGC II Prelim Master									

**GEOENGINEERS**

2155-A West Chesterfield Blvd  
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CHEVRON PHILLIPS CHEMICAL COMPANY, LLC  
 USGC2 SPREAD 2  
 24-INCH HIGHWAY 93 HDD  
 STRINGING WORKSPACE / DETAILS  
 JEFFERSON COUNTY, TEXAS

Project No. 06412-025-20  
 Drawing No.  
 Sheet 2 of 2

Permit Number: 05-P-23  
Precinct Number: 2  
Bond Number: 585217023

**APPLICATION FOR PIPE LINE PERMIT**

Date: April 11, 2023

HONORABLE COMMISSIONERS' COURT  
JEFFERSON COUNTY  
BEAUMONT, TEXAS 77701

Ladies or Gentlemen:

Chevron Phillips Chemical Company, LP, (Company)

does hereby made application to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing a pipe line for the distribution of location of which is fully described as follow:  
Humble Camp Road, Hillebrandt Road, Hillebrandt Road

Number of drawings attached 63

Construction will begin on or after MAY 20 23

It is understood that all work will comply with requirements of the Pipe Line Policy adopted by Jefferson County Commissioners' Court on APRIL 25th, 2023 and all subsequent revisions thereof to date.

Enclosed, please find the required permit fee:

<u>3</u>	Road crossing @\$100.00	\$ <u>300.00</u>
_____	Miles parallel @\$150.00/mile or fraction	\$ _____
	<b>TOTAL</b>	\$ <u>300.00</u>

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

Permit is issued for a period of twenty-five (25) years, at which time the permit must be renewed.

Chevron Phillips Chemical Company, LP  
Company Name

10001 Six Pines Drive, The Woodlands, TX 77380  
Address

  
Company Representative Name/Title

832-813-4950  
Phone Number

Gray K. Scott, GM Pipelines Projects

### ENGINEERING ACTION FORM

The minimum standard bond required is \$ 60,000.00

*[Signature]*  
County Engineer

04/25/2023  
Date

### COMMISSIONERS COURT ORDER

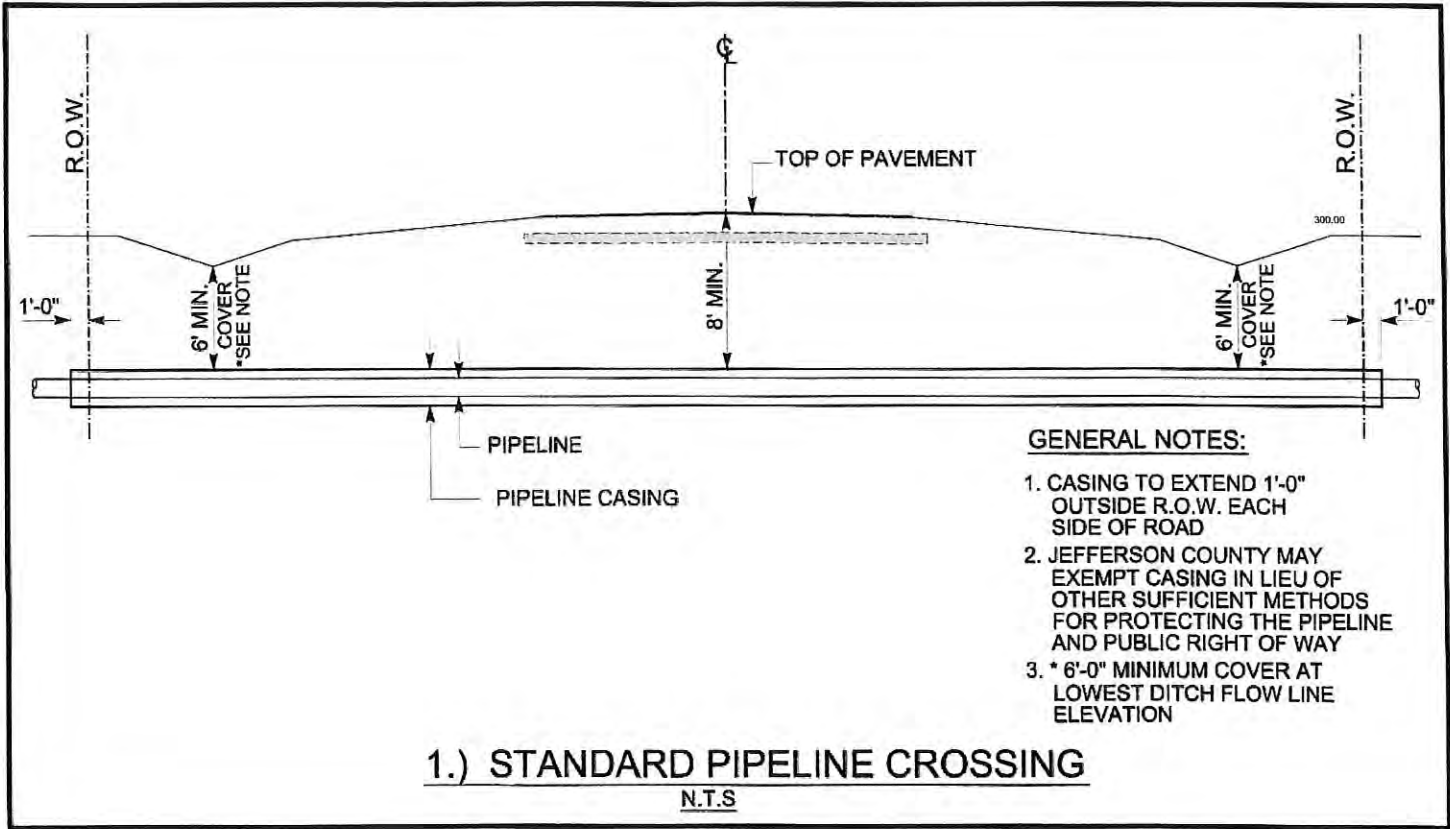
On this date the attached application of a utility or common carrier pipeline came on for the Courts consideration, and the Court having considered the application is of the opinion that the applicant is a utility or common carrier pipeline company meeting all the requirements of County Policy for installation of a line in County roads and that the plans or details presented with said application did not appear to violate the County Regulations. It is ORDERED that said applicant shall comply with all provisions of the Utility and Common Carrier Pipe Line Policy adopted by this Court, and all subsequent revisions. The bond required shall be \$ 60,000.00. Special conditions of construction (are/are not) attached hereto.

COMMISSIONERS COURT

By *[Signature]*  
County Judge

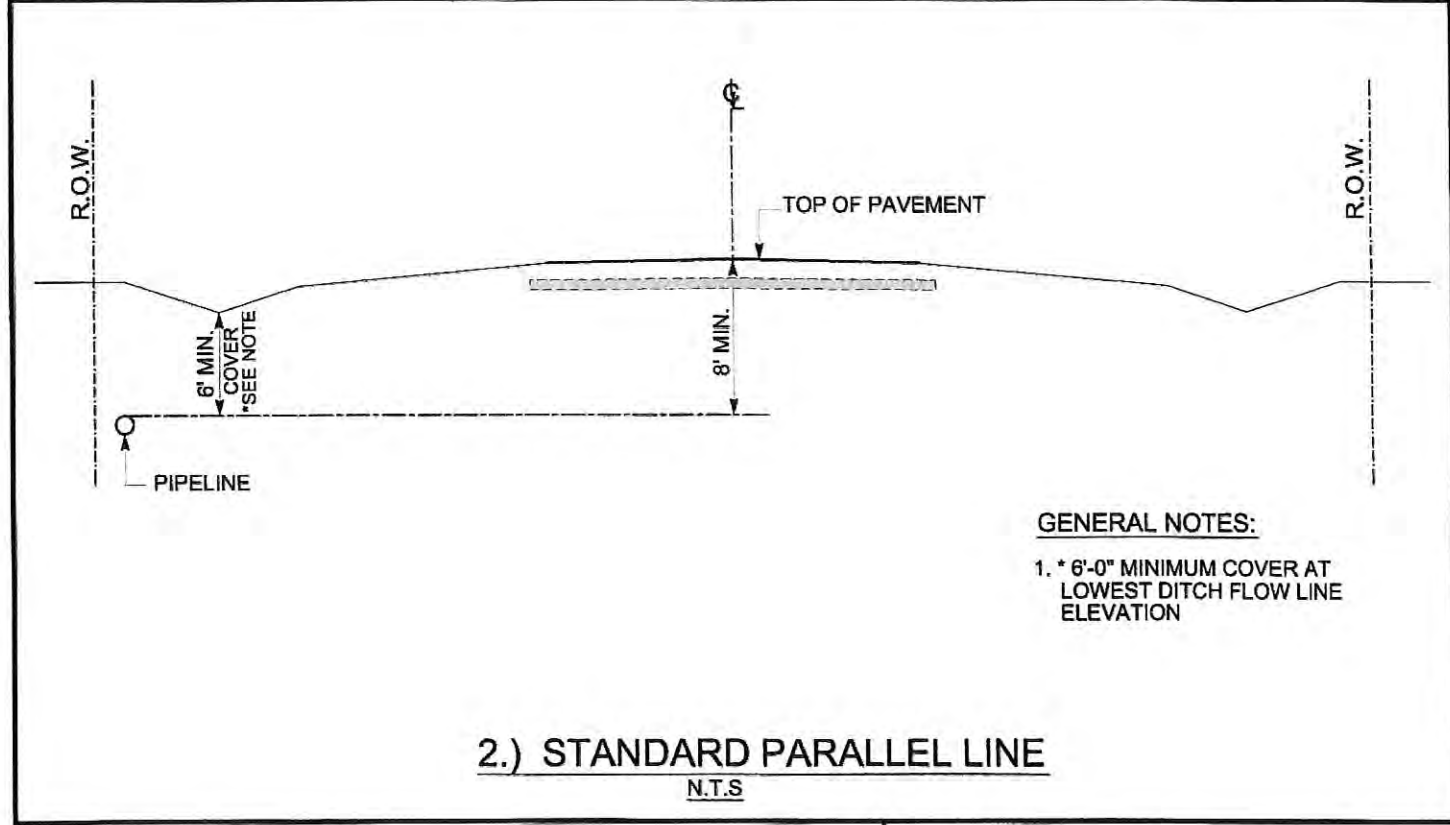
ATTEST *[Signature]*  
DATE 4-25-23





**GENERAL NOTES:**

1. CASING TO EXTEND 1'-0" OUTSIDE R.O.W. EACH SIDE OF ROAD
2. JEFFERSON COUNTY MAY EXEMPT CASING IN LIEU OF OTHER SUFFICIENT METHODS FOR PROTECTING THE PIPELINE AND PUBLIC RIGHT OF WAY
3. \* 6'-0" MINIMUM COVER AT LOWEST DITCH FLOW LINE ELEVATION



**GENERAL NOTES:**

1. \* 6'-0" MINIMUM COVER AT LOWEST DITCH FLOW LINE ELEVATION



JEFFERSON COUNTY  
ENGINEERING DEPARTMENT

**PIPELINE DETAILS (STD)**

DRAWN:	J.D.	REVISED: 01/15/2020	SHEET NO. 1 OF 1
CHECKED:	S.S.		

PIPELINE RIGHT OF WAY BOND

Bond No. 58S217023

KNOW ALL MEN BY THESE PRESENTS:

That we, Chevron Phillips Chemical Company LP, as Principal, and Liberty Mutual Insurance Company, a corporation organized under the laws of the State of Massachusetts with its principal office in Boston, MA, as Surety, are held and firmly bound unto the Jefferson County Commissioners' Court, as Oblige, in the full penal sum of Sixty Thousand and No/100 Dollars (\$60,000.00), lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has obtained or is about to obtain from the said Oblige a Right-of-Way Permit, and the term of said permit is as indicated opposite the block checked below:  
Humble Camp Road, Hillebrandt Road, Hillebrandt Road

Beginning the    day of    20   , and ending the    day of    20   .

Continuous, beginning the 7<sup>th</sup> day of April, 2023.

WHEREAS, the Principal is required by law to file with the Jefferson County Commissioners' Court, a bond for the above indicated term and conditioned as hereinafter set forth.

NOW, THEREFORE, it is mutually agreed by and between the principal and surety that the above obligation shall cover all permits that specifically refer to the above obligation.

NOW, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounden Principal as such permittee shall do the work authorized as described and specified to the satisfaction of said Oblige or its duly authorized agent, and upon the completion of said work clean up and restore the right-of-way to original condition where such work shall have been done to the satisfaction of the said Oblige or its duly authorized agent, and shall hold said Oblige harmless on account of all claims for damages that may occur to persons or property including damages to property belonging to said Oblige arising out of the prosecution of such work, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that if this bond is for a fixed term, it may be continued by Certificate executed by the Surety hereon; and

PROVIDED FURTHER, that regardless of the number of years this bond shall continue or be continued in force and of the number of premiums that shall be payable or paid, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the amount of this bond, and

PROVIDED FURTHER, that if the Surety shall so elect, this bond may be canceled by the Surety as to subsequent liability by giving thirty (30) days notice in writing to said Oblige.

Signed, sealed and dated this 7<sup>th</sup> day of April, 2023



Seal No. 4440



CHEVRON PHILLIPS CHEMICAL COMPANY LP

By: Michael C. Emerson (SEAL)

LIBERTY MUTUAL INSURANCE COMPANY

By: Jessica Richmond (SEAL)  
Jessica Richmond, Attorney-in-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: 8204866

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint,

Jessica Richmond

all of the city of Houston, state of Texas each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seats of the Companies have been affixed thereto this 15th day of February, 2021.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: *David M. Carey*

David M. Carey, Assistant Secretary



STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 15th day of February, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By: *Teresa Pastella*

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV - OFFICERS:** Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII - Execution of Contracts:** Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of April, 2023.



By: *Renee C. Llewellyn*

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

## PIPELINE PERMIT POLICY

### GENERAL REQUIREMENTS

#### Who Must Apply

Any person company, corporation, excluding public utilities or common carrier pipelines serving the public, but including pipeline common carriers laying a parallel line closer than fifteen feet (15') to any improved section of the right-of-way, desiring to place utility or pipelines in or above the rights-of-way of public roads in Jefferson County shall obtain a permit from Jefferson County Commissioners' Court for the construction, operation and maintenance of said line. The permittee shall comply with all rules, regulations, principles, and specifications herein contained and only other subsequently adopted by the Jefferson County Commissioners' Court prior to issuance of the permit.

#### Application

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

#### Maintenance, Alteration or Removal

Advance notification in writing will be required for all maintenance, alteration or removal operations except in emergency situations where the safety of the public would be endangered by a delay in repairs. In any such emergency, contact the County Engineer by phone at (409) 835-8584, and inform him of the proposed emergency repairs. As soon as practical, but no later than 48 hours after the start of emergency repairs, the permittee shall notify the County Engineer in writing of the emergency repairs effected, detailing the repairs and the reasons immediate action was required.

#### Time Limits

The permittee is allowed three months from the granting of the permit to start construction. Once started, the permittee is allowed three months to complete all work. All construction must be completed within six (6) months from the date of issuance. Upon application, the Jefferson County Commissioners' Court may grant extensions.

Such applications for extensions must be received by the Court at least thirty days before the expiration of the six-month period. A new permit fee will be charged for each extension. Permit is issued for a period of twenty-five (25) years at which time the permit must be renewed.

### Work Order

Permitee may not start construction until a Work Order from the Jefferson County Engineering Department has been issued. If this requirement is violated, permit will become null and void.

### Existing Permits

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

## **GENERAL PRINCIPLES**

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

No pipeline shall ever be installed in such a way or manner that it interferes with the use of a public road for vehicular or pedestrian traffic, nor such that it interferes with any drainage now or hereafter affected on or along any such road.

No pipeline shall ever be installed in such a way or manner as to constitute a danger or hazard, or to become a nuisance to any person.

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

Should Grantee abandon or cease to use the Permanent Easement for the purposes herein granted for a period of twenty-four (24) consecutive months or longer, then the lands covered by this Easement Agreement shall revert to Grantor, its successors or assigns, without the necessity of Grantee executing a conveyance or release of same.



### Responsibility for Repairs

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

In any case in which the public welfare demands immediate action to remedy conditions arising out of the actions or inactions of the permittee and in which it is judged that the permittee cannot provide such immediate action, and in any case in which the permittee has failed to comply with the directions of Commissioners' Court or the County Engineer or his representative, or to comply with the rules, regulations, principles, or specifications contained herein, it shall be the right of Jefferson County to perform all work necessary to remedy such conditions or provide compliance with such directions.

### **INDEMNIFICATION OF COUNTY**

The permittee shall indemnify and hold harmless Jefferson County against any and all liabilities that it may have, or appear to have, to any person whomsoever, by reason of any act or thing, that the permittee, its agents, servants, employees, and contractors may do or cause to be done.

The permittee agrees that Jefferson County will not be liable for any damages to the pipelines incurred during the maintenance or construction on the road rights-of-way.

### **SPECIFICATIONS**

#### General

The permittee shall comply with the rules, regulations, principles, and specifications contained here and/or the directions of the County Engineer, or his representatives. Should the County Engineer or his representatives find that the permittee is not in compliance with said rules, regulations, principles, specifications and directions, he will require that the permittee cease all work until such compliance can be obtained by issuance of a "Stop Work Order." Permittee agrees to immediately cease all work not necessary to abatement of hazardous conditions.

The work necessary to abate a hazardous condition shall be at the sole discretion of the County Engineer. Failure of permittee to correct any defect noted in said "Stop Work Order" within the time specified in said order shall be cause for termination of permit held by permittee for such work.

Line Crossing, Method of Placement (See Standard Detail)

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

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

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

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

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

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

- a. Casing The line will be fully cased for one hundred and twenty (120) feet or the width of the right-of-way, plus one foot on each side of the right-of-way, whichever is greater; with the casing location to be determined by the Jefferson County Engineering Department.
- b. Backfill The line must be properly bedded to prevent settlement or damage to the line. The excavation shall be backfilled with cement stabilized sand (1 ½ sack per cubic yard) to within 2" of the sub-base and compacted.
- c. Base The base shall be replaced with crushed limestone base material from 2" below the existing base to 1" below the existing top of base and compacted to a minimum 95% Proctor density. In no case shall the compacted thickness of the replacement base be less than 6".
- d. Surface
  1. Dirt, Shell or Gravel Surface The original surface shall be replaced with an equal thickness of shell or gravel, but in no case less than 6" of well-compacted material will be accepted.

2. Bituminous Surface The original surface shall be replaced with a 1" greater thickness of hot mix, hot laid, asphaltic concrete, but in no case less than 2" thick.
3. Concrete Surface The original surface shall be replaced with 1" greater thickness of minimum 3000 psi Portland Cement concrete, in no case less than 6" thick. Concrete must be replaced in full panel sections only. Replacement concrete is to be reinforced with ½" diameter deformed reinforcing steel bars, 12" on center or equal. Replacement sections must be accurately positioned with reference to existing sections by means of steel dowel bars. Bituminous overlays or concrete shall be replaced with an equal thickness of hot mix, hot laid asphaltic concrete.

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

Lines paralleling Method of Placement (See Standard Detail)

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

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

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

Inspection Notice

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

Line Markers

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

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

#### Traffic Control

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

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

#### Bonds

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

#### Permit Fee

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

### **ROUTE MAP**

Permittee shall submit with application five (5) prints of the County Road Map accurately showing the location and alignment of the line, including all angle points and all tie-ins for crossings of roads and major streams.

Permittee shall use the official Jefferson County Road Map at a scale of 1" = 3 miles. This map can be obtained through the office of the County Engineer.

**CHEVRON PHILLIPS CHEMICAL COMPANY, L.P.**  
**PIPELINE CROSSING PERMIT APPLICATION**  
**(Spread 2)**

May 1, 2023

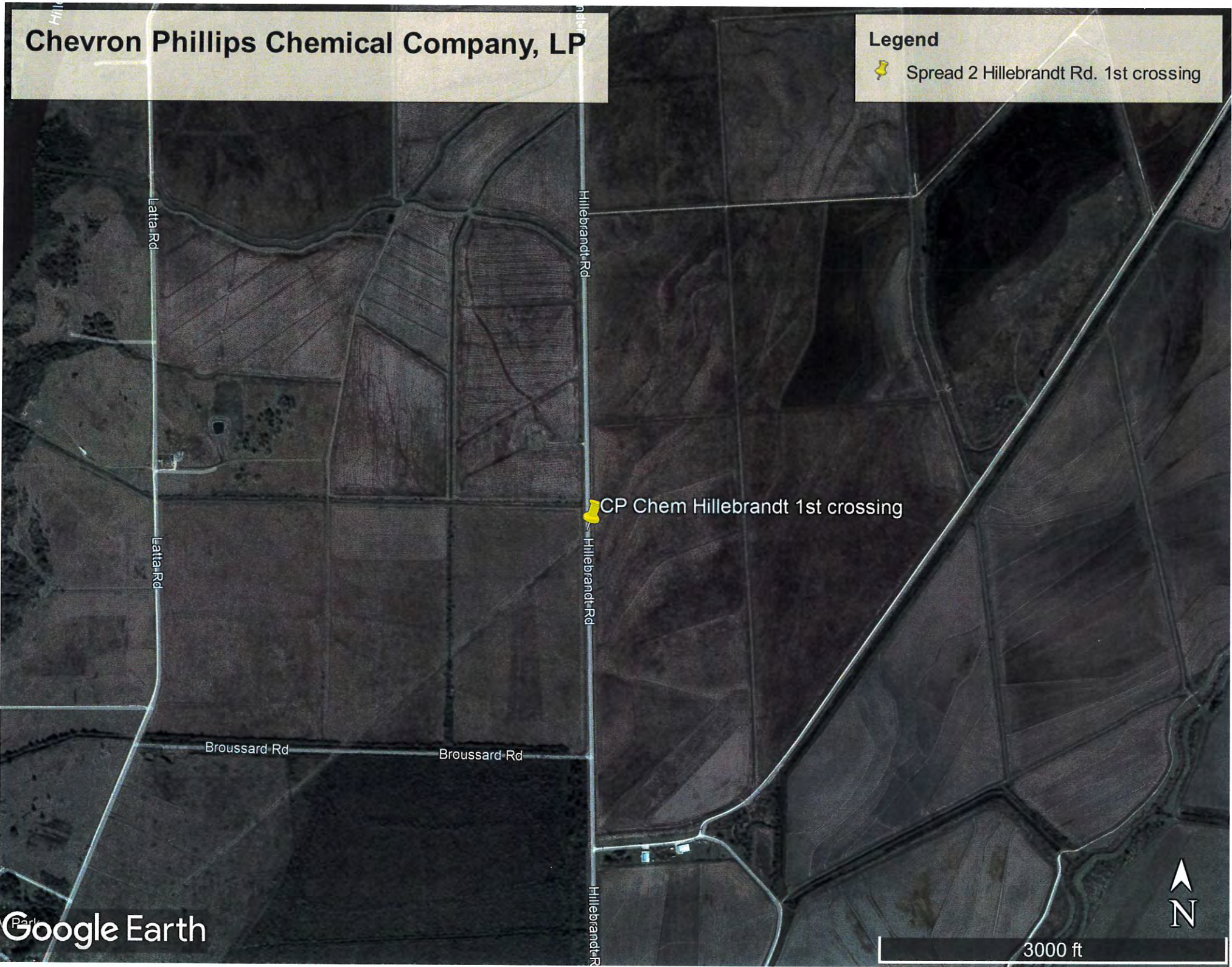
**CHEVRON PHILLIPS CHEMICAL COMPANY, L.P.**  
**PERMIT CHECK BREAKDOWN:**  
**(Spread 2)**

\$100.00 per crossing @ 3 crossings:	\$300.00
Total:	\$300.00

May 1, 2023

**CHEVRON PHILLIPS CHEMICAL COMPANY, L.P.**  
**BOND AMOUNT BREAKDOWN:**  
**(Spread 2)**

\$5000.00 per crossing @ 3 crossings x 4 pipelines per crossing:	\$60,000.00
Total:	\$60,000.00





**CONTRACTOR NOTES:**

- ALL EQUIPMENT MUST ACCESS THE SITE ALONG THE CONSTRUCTION RIGHT-OF-WAY OR FROM APPROVED ACCESS ROADS. LIGHT ACCESS ROADS ARE FOR VEHICLES AND EQUIPMENT NO HEAVIER THAN PICK-UP TRUCKS.
- WORK SPACE WORK SHALL BE PERFORMED WITHIN THE MAXIMUM WORK SPACE LIMITS. RESTRICT CLEARING WITHIN THE WORK SPACE TO INDICATED ENTRY AND EXIT POINTS. PRODUCT PIPE STRINGING AND FABRICATION AREAS ALONG THE CONSTRUCTION RIGHT-OF-WAY. ANY CLEARING BETWEEN THE WORK SPACE ENTRY AND EXIT POINTS WILL REQUIRE PRIOR APPROVAL FROM THE PROJECT ENVIRONMENTAL INSPECTOR AND WILL BE LIMITED TO ONLY THE AMOUNT NECESSARY TO STRING SURVEY WIRES AND INSTALL WATER PUMPS AND PIPING TO OBTAIN WATER AT APPROVED LOCATIONS.
- WATER SOURCE DRILL WATER AND HYDROSTATIC TEST WATER SHALL BE OBTAINED FROM A COMPANY APPROVED SOURCE.
- HYDROTEST WATER SOURCES SHALL BE APPROVED BY COMPANY. ALL WATER SHALL BE TESTED PRIOR TO USE AND RE-TESTED AFTER HYDROTEST COMPLETION AND BEFORE DISPOSAL WITH WRITTEN APPROVAL FROM COMPANY.
- HYDROSTATIC TEST PRE-INSTALLATION AND POST-INSTALLATION HYDROSTATIC TESTS SHALL BE CONDUCTED IN ACCORDANCE WITH THE HYDROSTATIC TEST PLAN. TEST WATER SHALL BE SAMPLED AND TESTED IN ACCORDANCE WITH PERMIT REQUIREMENTS. THE TEST WATER SHALL BE DISCHARGED IN AN UPLAND AREA INTO AN EROSION CONTROL STRUCTURE OF STRAW WATTLES AND/OR SILT FENCES, GEOTEXTILE FILTER BAG, OR COLLECTED IN A TRUCK AND HAULED TO AN APPROVED DISPOSAL SITE. UPON COMPLETION OF DEWATERING AND DRYING, A CALIPER PIG SURVEY SHALL BE COMPLETED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
- INSTALLATION THE PIPE SECTION FOR THE DRILLED CROSSING SHALL BE MADE UP WITHIN THE APPROVED CONSTRUCTION RIGHT-OF-WAY AT THE DRILL EXIT POINT AS SHOWN. AFTER THE PILOT HOLE IS COMPLETE, CONTRACTOR'S ACTUAL DRILL PROFILE SHALL BE SUBMITTED TO CHEVRON PIPELINE COMPANY FOR APPROVAL. CONTRACTOR SHALL ASSESS THE NEED FOR AND SUPPLY APPROPRIATE BALLAST DURING PULLBACK.
- DRILLING FLUID DISPOSAL CONTRACTOR SHALL DISPOSE OF EXCESS DRILLING FLUID IN ACCORDANCE WITH CONTRACT DOCUMENTS. UNDER NO CIRCUMSTANCES SHALL DRILLING FLUID BE DISPOSED OF IN WATER BODIES OR WETLANDS. ANY DRILLING FLUID WHICH INADVERTENTLY SURFACES AT POINTS OTHER THAN THE ENTRY OR EXIT POINTS SHALL BE CONTAINED AND THE COMPANY REPRESENTATIVE NOTIFIED IMMEDIATELY.
- CLEANUP / STABILIZATION / RESTORATION ALL DISTURBED AREAS SHALL BE RETURNED TO THE ORIGINAL CONTOURS. DISTURBED AREAS SHALL BE SEEDED AS SPECIFIED IN THE CLEAN-UP AND RESTORATION REQUIREMENTS. IF THE TERRAIN ALLOWS AND ACCESS IS PERMITTED, CONTRACTOR SHALL UTILIZE LOW GROUND PRESSURE EQUIPMENT OR OTHER EQUIPMENT APPROVED BY OWNER, TO FACILITATE CONTAINMENT AND CLEAN-UP OF ANY INADVERTENT RETURNS THAT OCCUR DURING THE HDD INSTALLATION PROCESS. THE UPLAND AREAS SHALL BE RESTORED TO LINE LIST CONDITIONS AS SPECIFIED.
- THE MINIMAL ALLOWABLE RADIUS SHALL NOT BE LESS THAN THAT REQUIRED BY THE PROJECT SPECIFICATIONS.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETECT, IDENTIFY AND PROTECT ANY FOREIGN UTILITY THAT MAY BE AFFECTED BY THE HDD OPERATIONS. IF ANY UTILITY IS LOCATED WITHIN 15 FEET OF THE DESIGNED HDD PROFILE AND ALIGNMENT, CONTRACTOR SHALL OBTAIN APPROVAL FROM COMPANY PRIOR TO INITIATING HDD OPERATIONS.
- CONTRACTOR IS RESPONSIBLE FOR MAKING ALL LINE LOCATING AND ONE-CALL NOTIFICATIONS, 48 HOURS PRIOR TO ANY EXCAVATION.
- CONTRACTOR AT ITS OWN EXPENSE SHALL BE RESPONSIBLE FOR LOCATING AND MARKING, IN ADVANCE OF ACTUAL CONSTRUCTION, THE PRECISE LOCATION AND DEPTH OF UNDERGROUND FACILITIES SUCH AS PIPELINES, TELEPHONE CABLES, ELECTRIC POWER CABLES ETC. THAT EITHER CROSS OR ARE IN CLOSE.
- THE TYPES, LOCATIONS, SIZES, AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THE IMPROVEMENT PLANS WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS AND DEPTHS OF SUCH UNDERGROUND UTILITIES. (A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UNDERGROUND UTILITIES.) THE ENGINEER, HOWEVER, CAN ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF THE DELINEATION OF SUCH UNDERGROUND UTILITIES THAT MIGHT BE ENCOUNTERED BUT WHICH ARE NOT SHOWN ON THESE DRAWINGS.
- THE CONTRACTOR SHALL ASCERTAIN AND VERIFY THE TRUE LOCATION AND ELEVATION OF UNDERGROUND UTILITY LINES AND STRUCTURES PRIOR TO THE START OF CONSTRUCTION AND LOCATE AND PROTECT UTILITY LINES AND STRUCTURES WHETHER SHOWN OR NOT. ALSO, THE CONTRACTOR SHALL NOTIFY THE OWNERS OF UTILITIES AND/OR STRUCTURES CONCERNED BEFORE STARTING WORK. ANY UNDERGROUND FACILITIES DAMAGED BY THE CONTRACTOR OR CONTRACTOR'S AGENT DURING THE COURSE OF WORK SHALL BE REPLACED AT CONTRACTOR'S OWN EXPENSE.

**COORDINATE SYSTEM:**

BEARINGS AND DISTANCES ARE REFERENCED TO THE UNIVERSAL TRANSVERSE MERCATOR COORDINATE SYSTEM ZONE 15, NORTH AMERICAN DATUM 1983 (2011) EPOCH 2010, GEOID12B, U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS. DISTANCES ARE GRID.

VERTICAL DATUM IS REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) GPS OBSERVATIONS.

**SPECIFICATIONS**

**CARRIER PIPE**  
6" X 280' WT, API 5L, X52, SMLS  
W 14-16 MILS MIN. FBE & 20-25 MILS MIN. ARO

**METHOD OF INSTALLATION**

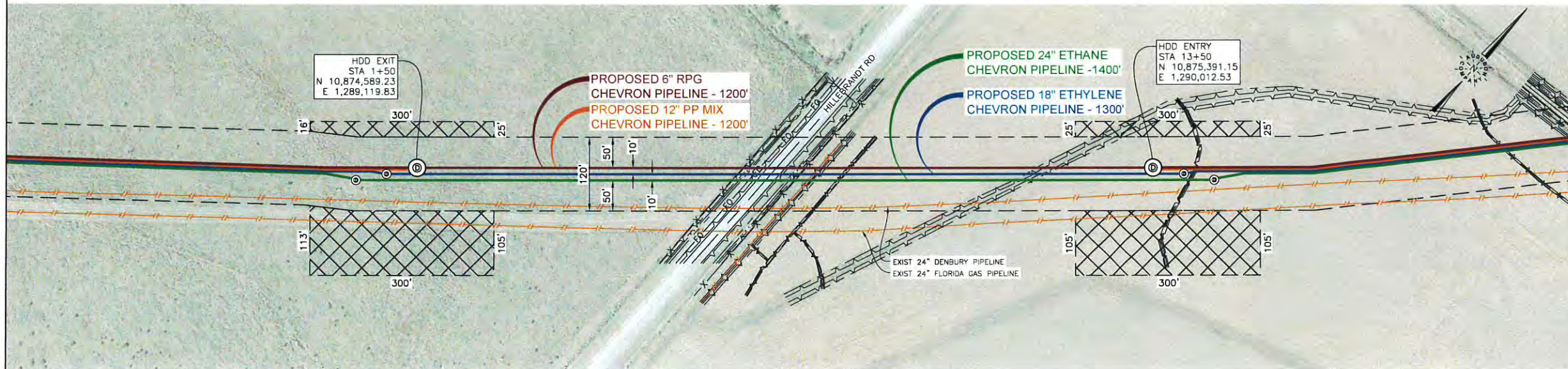
HORIZONTAL DIRECTIONAL DRILL

DESIGN SPECIFICATIONS COMPLY WITH U.S. DOT 49 CFR PART 195 TRANSPORTATION OF HAZARDOUS LIQUIDS BY PIPELINE.

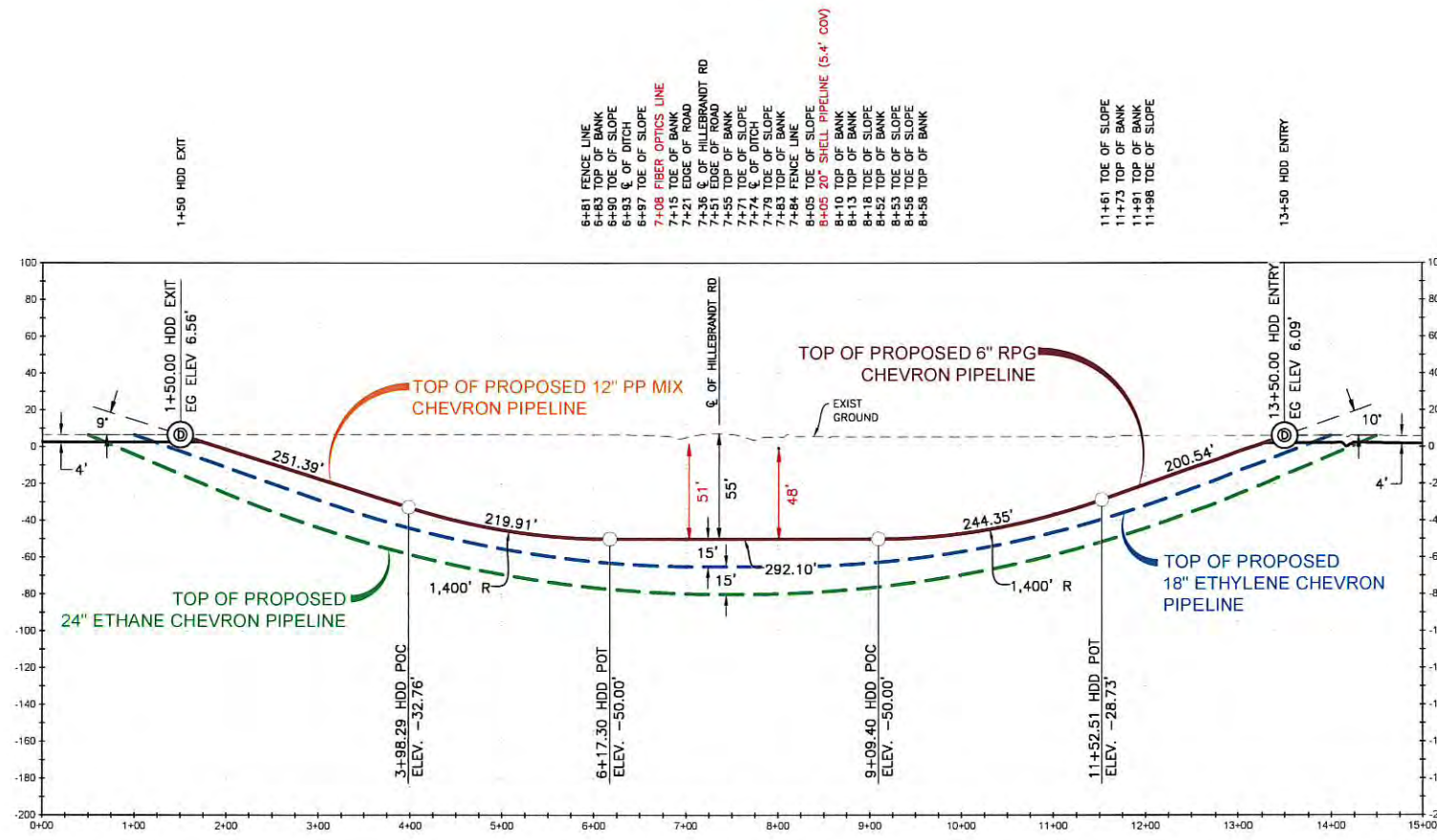
**DRILL LENGTHS**

DRILL LENGTH: 1208'  
HORZ LENGTH: 1200'

RECOMMENDED TOLERANCES	
ITEM	TOLERANCE
PILOT DRILL ENTRY ANGLE	± ONE DEGREE (1°)
PILOT DRILL ENTRY LOCATION	±1 FOOT (31 CM) MEASURED PARALLEL TO PIPELINE ±6 INCHES (15 CM) MEASURED PERPENDICULAR TO PIPELINE.
PILOT DRILL EXIT ANGLE	± ONE DEGREE (1°)
PILOT DRILL EXIT LOCATION	± 2 FEET (61 CM) MEASURED PARALLEL TO PIPELINE, ± 6 INCHES (15 CM) MEASURED PERPENDICULAR TO PIPELINE.
PILOT DRILL VERTICAL ELEVATION	± 0 FEET (0 CM) ABOVE THE STATED ELEVATION, -10 FT (6.1 M) BELOW THE STATED ELEVATION.
PILOT DRILL HORIZONTAL ALIGNMENT	± 2 FEET (61 CM)



PLAN  
SCALE 1"=100'



PROFILE  
SCALE: HORZ 1"=100'  
VERT 1"=50'

ISSUED FOR  
11/18/22  
BID

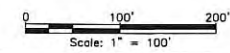
NO.	DATE	REVISION	BY	APPD.
A	11/18/22	ISSUED FOR BID	LGF	AFS

**audubon**  
Field Solutions  
10200 WESTHEMER ROAD  
SUITE 100  
HOUSTON, TEXAS 77042  
PHONE: (281) 669-0500

**Chevron**  
Pipe Line

DRAWN BY: LGF DATE: 08/23/22  
CHECKED BY: WM DATE: 09/08/22  
APPROVED BY: AG3 DATE: 11/18/22

HDD CROSSING		
CHEVRON PIPELINE SPREAD 2 CROSSING HILLEBRANDT ROAD JEFFERSON COUNTY, TEXAS		
SCALE	DRAWING NO	REV.
1"=100'	019343106-AFS-DW-P2035	A

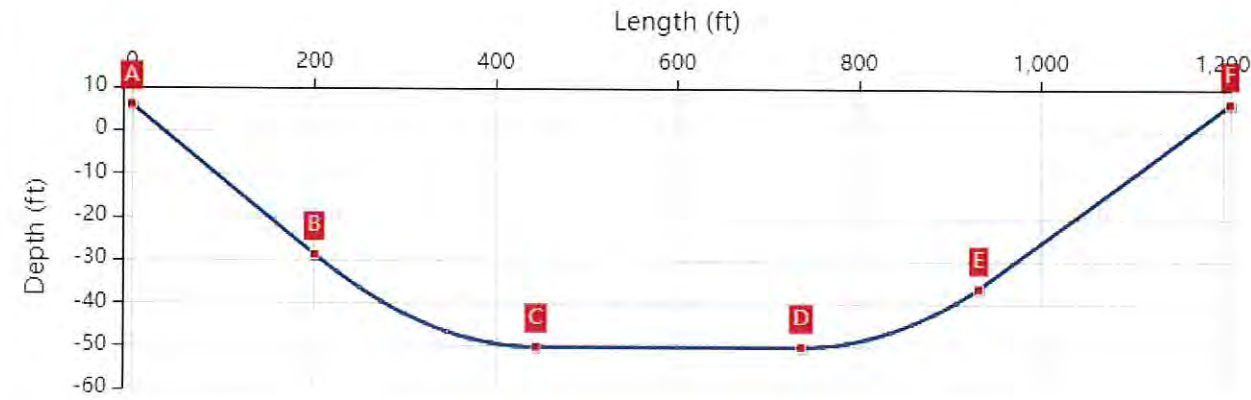


**Project:019343106-AFS-DW-P2035 6IN RPG CHEVRON PIPELINE CROSSING HILLEBRANDT RD**

**Location:Jefferson County**

**Date:10/31/2022**

**Pull force & installation stresses - Vertical and Horizontal Plane (Liquid)**



**Drill Path/Borehole Design**

**Elevation Profile:**

Create Profile:	Manual
Pipe Entry [ft]	6.090
Pipe Exit [ft]	6.560
<b>Input Variables - Pipe Pulling Profile:</b>	
Downslope: Straight Section A - B	
Pipe Entry Angle A-B [degree]	10.00
Measured Length A-B [ft]	200.54
Downslope: Curved Section B - C	
Bend Angle B-C [degree]	10.00
Radius of Curvature B-C [ft]	1400.000
Measured Length B-C [ft]	244.35
Level: Straight Section C - D	
Bend Angle C-D [degree]	0
Measured Length C-D [ft]	292.10
Upslope: Curved Section D - E	
Bend Angle D - E [degree]	9.00
Radius of Curvature D - E [ft]	1400.000
Measured Length D-E [ft]	219.91
Upslope: Straight Section E - F	
Pipe Exit Angle E - F [degree]	9.00
Measured Length E - F [ft]	251.39

**Input Parameters:**

Pipe Description	
Pipe Type	Pipe Line - API Specification 5L
Select Nominal Pipe Diameter	6-5/8 inch
Outside Diameter [inch]	6.625
Wall Thickness [inch]	0.280
Pipe Grade	X52
SMYS [psi]	52000
Young's Modulus of Elasticity [psi]	30000000.00
Poisson's Ratio	0.30
Installation Stress Factor	1
Code SMYS [psi]	52000.00
Coefficient of Friction : Pipe - Soil(0.23 - 0.3 per Maida)	0.3
Coefficient of Friction : Pipe - Rollers(0.1)	0.1
Fluid Drag Coefficient(0.03 - 0.05)	0.05
Mud Weight [lb/gal]	11.50
Water Weight [lb/ft <sup>3</sup> ]	62.4
Pipe Filled With Water	No
Pipe Above Ground Section of Roller?	Yes
Angle of Pipe Above Ground on Roller [degree]	0
Pipe Section Above Ground on Roller [ft]	1200.00
Catenary Bend ?	No
Maximum Load Factor	0.9
Safety Factor	1
Note: Point A is Pipe Entry Point	

**Results:**

Effective Submerged Weight [lb/ft]	-1.62
Pull Load Section on Rollers - Pipe Entry [lb]	2276.9
Pull Load Straight Section A - B: [lb]	2656.6
Pull Load at Point B: [lb]	4933.5
Pull Load Curved Section B - C: [lb]	3690.8
Pull Load at Point C: [lb]	8624.3
Pull Load Straight Section C - D: [lb]	3789.6
Pull Load at Point D: [lb]	12413.9
Pull Load Curved Section D - E: [lb]	3662.1
Pull Load at Point E: [lb]	16076.0
Pull Load Straight Section E - F: [lb]	3196.3
Pull Load at Point F: [lb]	19272.3
Total Pull Load [lb]	19272.3
Maximum Allowable Pull Force :PASS [lb]	228192.6
Allowable Tensile Stress [psi]	46800.00
Total Tensile Stress :PASS [psi]	3452.97
Installation Stresses	

Installation Stress Analysis at Point: B		
Tensile Stress [psi]	883.93	PASS
Allowable Tensile Stress [psi]	46800.00	
Bending Stress [psi]	0	PASS
Allowable Bending Stress [psi]	39000.00	
Hydrostatic Mud Pressure [psi]	20.80	
External Hoop Stress [psi]	246.11	PASS
Allowable Elastic Hoop Buckling [psi]	21258.86	
Combined Load Interaction at Point: B		
Unity Check: Tensile and Bending	0.0189	PASS
Unity Check: Tensile Bending and External Hoop	0.0006	PASS
Installation Stress Analysis at Point: C		
Tensile Stress [psi]	1545.20	PASS
Allowable Tensile Stress [psi]	46800.00	
Bending Stress [psi]	5915.18	PASS
Allowable Bending Stress [psi]	39000.00	
Hydrostatic Mud Pressure [psi]	33.51	
External Hoop Stress [psi]	396.43	PASS
Allowable Elastic Hoop Buckling [psi]	21258.86	
Combined Load Interaction at Point: C		
Unity Check: Tensile and Bending	0.1847	PASS
Unity Check: Tensile Bending and External Hoop	0.0328	PASS
Installation Stress Analysis at Point: D		
Tensile Stress [psi]	2224.17	PASS
Allowable Tensile Stress [psi]	46800.00	
Bending Stress [psi]	0	PASS
Allowable Bending Stress [psi]	39000.00	
Hydrostatic Mud Pressure [psi]	33.51	
External Hoop Stress [psi]	396.43	PASS
Allowable Elastic Hoop Buckling [psi]	21258.86	
Combined Load Interaction at Point: D		
Unity Check: Tensile and Bending	0.0475	PASS
Unity Check: Tensile Bending and External Hoop	0.0033	PASS
Installation Stress Analysis at Point: E		
Tensile Stress [psi]	2880.31	PASS
Allowable Tensile Stress [psi]	46800.00	
Bending Stress [psi]	5915.18	PASS
Allowable Bending Stress [psi]	39000.00	
Hydrostatic Mud Pressure [psi]	33.79	
External Hoop Stress [psi]	399.75	PASS
Allowable Elastic Hoop Buckling [psi]	21258.86	
Combined Load Interaction at Point: E		
Unity Check: Tensile and Bending	0.2132	PASS
Unity Check: Tensile Bending and External Hoop	0.0454	PASS
Installation Stress Analysis at Point: F		

Tensile Stress [psi]	3452.97	PASS
Allowable Tensile Stress [psi]	46800.00	
Bending Stress [psi]	0	PASS
Allowable Bending Stress [psi]	39000.00	
Hydrostatic Mud Pressure [psi]	0	
External Hoop Stress [psi]	0	PASS
Allowable Elastic Hoop Buckling [psi]	21258.86	
Combined Load Interaction at Point: F		
Unity Check: Tensile and Bending	0.0738	PASS
Unity Check: Tensile Bending and External Hoop	0.0069	PASS

**Notes:**

**Reference:**PRCI; Installation of Pipelines by Horizontal Directional Drilling An Engineering Design Guide; 1995

**Disclaimer:**User acknowledges and agrees that the HDD Software modules and applications are provided as-is and assumes all risk and liability arising from or relating to its use.

Prepared By:Larry Francisco

Approved By:

Prepared Using: Pipeline Toolbox

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- ALL EQUIPMENT MUST ACCESS THE SITE ALONG THE CONSTRUCTION RIGHT-OF-WAY OR FROM APPROVED ACCESS ROADS. LIGHT ACCESS ROADS ARE FOR VEHICLES AND EQUIPMENT NO HEAVIER THAN PICK-UP TRUCKS.
- WORK SPACE: WORK SHALL BE PERFORMED WITHIN THE MAXIMUM WORK SPACE LIMITS. RESTRICT CLEARING WITHIN THE WORK SPACE TO INDICATED ENTRY AND EXIT POINTS. PRODUCT PIPE STRINGING AND FABRICATION AREAS ALONG THE CONSTRUCTION RIGHT-OF-WAY. ANY CLEARING BETWEEN THE WORK SPACE ENTRY AND EXIT POINTS WILL REQUIRE PRIOR APPROVAL FROM THE PROJECT ENVIRONMENTAL INSPECTOR AND WILL BE LIMITED TO ONLY THE AMOUNT NECESSARY TO STRING SURVEY WIRES AND INSTALL WATER PUMPS AND PIPING TO OBTAIN WATER AT APPROVED LOCATIONS.
- WATER SOURCE: DRILL WATER AND HYDROSTATIC TEST WATER SHALL BE OBTAINED FROM A COMPANY APPROVED SOURCE.
- HYDROTEST WATER SOURCES SHALL BE APPROVED BY COMPANY. ALL WATER SHALL BE TESTED PRIOR TO USE AND RE-TESTED AFTER HYDROTEST COMPLETION AND BEFORE DISPOSAL WITH WRITTEN APPROVAL FROM COMPANY.
- HYDROSTATIC TEST: PRE-INSTALLATION AND POST-INSTALLATION HYDROSTATIC TESTS SHALL BE CONDUCTED IN ACCORDANCE WITH THE HYDROSTATIC TEST PLAN. TEST WATER SHALL BE SAMPLED AND TESTED IN ACCORDANCE WITH PERMIT REQUIREMENTS. THE TEST WATER SHALL BE DISCHARGED IN AN UPLAND AREA INTO AN EROSION CONTROL STRUCTURE OF STRAW WATTLES AND/OR SILT FENCES, GEOTEXTILE FILTER BAG, OR COLLECTED IN A TRUCK AND HAULED TO AN APPROVED DISPOSAL SITE. UPON COMPLETION OF DEWATERING AND DRYING, A CALIPER PIG SURVEY SHALL BE COMPLETED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
- INSTALLATION: THE PIPE SECTION FOR THE DRILLED CROSSING SHALL BE MADE UP WITHIN THE APPROVED CONSTRUCTION RIGHT-OF-WAY AT THE DRILL EXIT POINT AS SHOWN. AFTER THE PILOT HOLE IS COMPLETE, CONTRACTOR'S ACTUAL DRILL PROFILE SHALL BE SUBMITTED TO CHEVRON PIPELINE COMPANY FOR APPROVAL. CONTRACTOR SHALL ASSESS THE NEED FOR AND SUPPLY APPROPRIATE BALLAST DURING PULLBACK.
- DRILLING FLUID DISPOSAL: CONTRACTOR SHALL DISPOSE OF EXCESS DRILLING FLUID IN ACCORDANCE WITH CONTRACT DOCUMENTS. UNDER NO CIRCUMSTANCES SHALL DRILLING FLUID BE DISPOSED OF IN WATER BODIES OR WETLANDS. ANY DRILLING FLUID WHICH INADVERTENTLY SURFACES AT POINTS OTHER THAN THE ENTRY OR EXIT POINTS SHALL BE CONTAINED AND THE COMPANY REPRESENTATIVE NOTIFIED IMMEDIATELY.
- CLEANUP / STABILIZATION / RESTORATION: ALL DISTURBED AREAS SHALL BE RETURNED TO THE ORIGINAL CONTOURS. DISTURBED AREAS SHALL BE SEED AS SPECIFIED IN THE CLEAN-UP AND RESTORATION REQUIREMENTS. IF THE TERRAIN ALLOWS AND ACCESS IS PERMITTED, CONTRACTOR SHALL UTILIZE LOW GROUND PRESSURE EQUIPMENT OR OTHER EQUIPMENT APPROVED BY OWNER, TO FACILITATE CONTAINMENT AND CLEAN-UP OF ANY INADVERTENT RETURNS THAT OCCUR DURING THE HDD INSTALLATION PROCESS. THE UPLAND AREAS SHALL BE RESTORED TO LINE LIST CONDITIONS AS SPECIFIED.
- THE MINIMAL ALLOWABLE RADIUS SHALL NOT BE LESS THAN THAT REQUIRED BY THE PROJECT SPECIFICATIONS.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETECT, IDENTIFY AND PROTECT ANY FOREIGN UTILITY THAT MAY BE AFFECTED BY THE HDD OPERATIONS. IF ANY UTILITY IS LOCATED WITHIN 15 FEET OF THE DESIGNED HDD PROFILE AND ALIGNMENT, CONTRACTOR SHALL OBTAIN APPROVAL FROM COMPANY PRIOR TO INITIATING HDD OPERATIONS.
- CONTRACTOR IS RESPONSIBLE FOR MAKING ALL LINE LOCATING AND ONE-CALL NOTIFICATIONS, 48 HOURS PRIOR TO ANY EXCAVATION.
- CONTRACTOR AT ITS OWN EXPENSE SHALL BE RESPONSIBLE FOR LOCATING AND MARKING, IN ADVANCE OF ACTUAL CONSTRUCTION, THE PRECISE LOCATION AND DEPTH OF UNDERGROUND FACILITIES SUCH AS PIPELINES, TELEPHONE CABLES, ELECTRIC POWER CABLES ETC. THAT EITHER CROSS OR ARE IN CLOSE.
- THE TYPES, LOCATIONS, SIZES, AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THE IMPROVEMENT PLANS WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS, AND DEPTHS OF SUCH UNDERGROUND UTILITIES. (A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UNDERGROUND UTILITIES.) THE ENGINEER, HOWEVER, CAN ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF THE DELINEATION OF SUCH UNDERGROUND UTILITIES THAT MIGHT BE ENCOUNTERED BUT WHICH ARE NOT SHOWN ON THESE DRAWINGS.
- THE CONTRACTOR SHALL ASCERTAIN AND VERIFY THE TRUE LOCATION AND ELEVATION OF UNDERGROUND UTILITY PIPES AND/OR STRUCTURES PRIOR TO THE START OF CONSTRUCTION AND LOCATE AND PROTECT UTILITY LINES AND STRUCTURES WHETHER SHOWN OR NOT. ALSO, THE CONTRACTOR SHALL NOTIFY THE OWNERS OF UTILITIES AND/OR STRUCTURES CONCERNED BEFORE STARTING WORK. ANY UNDERGROUND FACILITIES DAMAGED BY THE CONTRACTOR OR CONTRACTOR'S AGENT DURING THE COURSE OF WORK SHALL BE REPLACED AT CONTRACTOR'S OWN EXPENSE.

**COORDINATE SYSTEM:**

BEARINGS AND DISTANCES ARE REFERENCED TO THE UNIVERSAL TRANSVERSE MERCATOR COORDINATE SYSTEM, ZONE 15, EPOCH 2011, GEOID 2008, U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS. DISTANCES ARE GRID.

VERTICAL DATUM IS REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) GPS OBSERVATIONS.

**SPECIFICATIONS**

**CARRIER PIPE**  
12" X 406" WT. API 5L X80, SMLS  
WI 14-16 MILS MIN. FBE & 20-25 MILS MIN. ARO

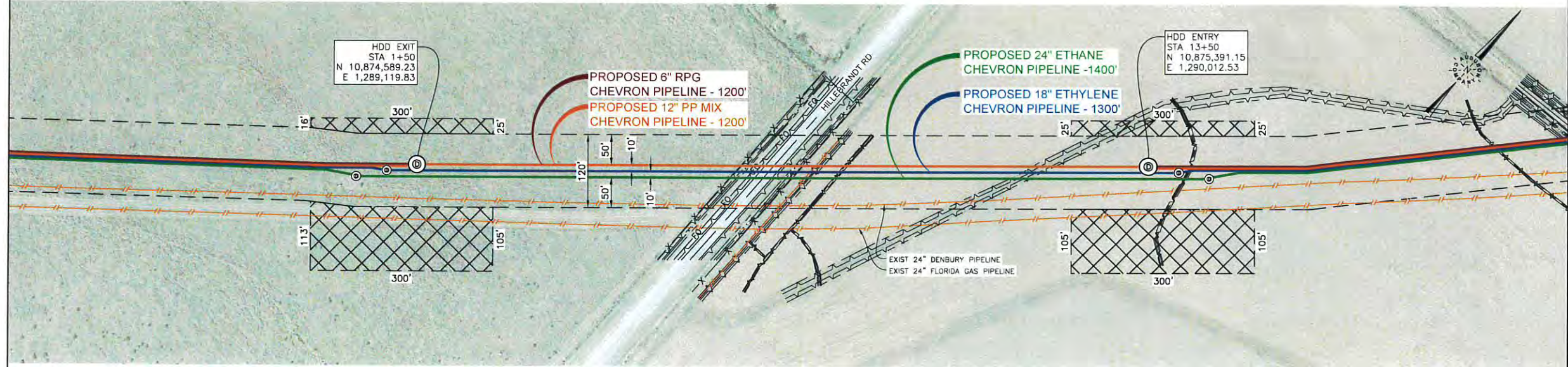
**METHOD OF INSTALLATION**

HORIZONTAL DIRECTIONAL DRILL

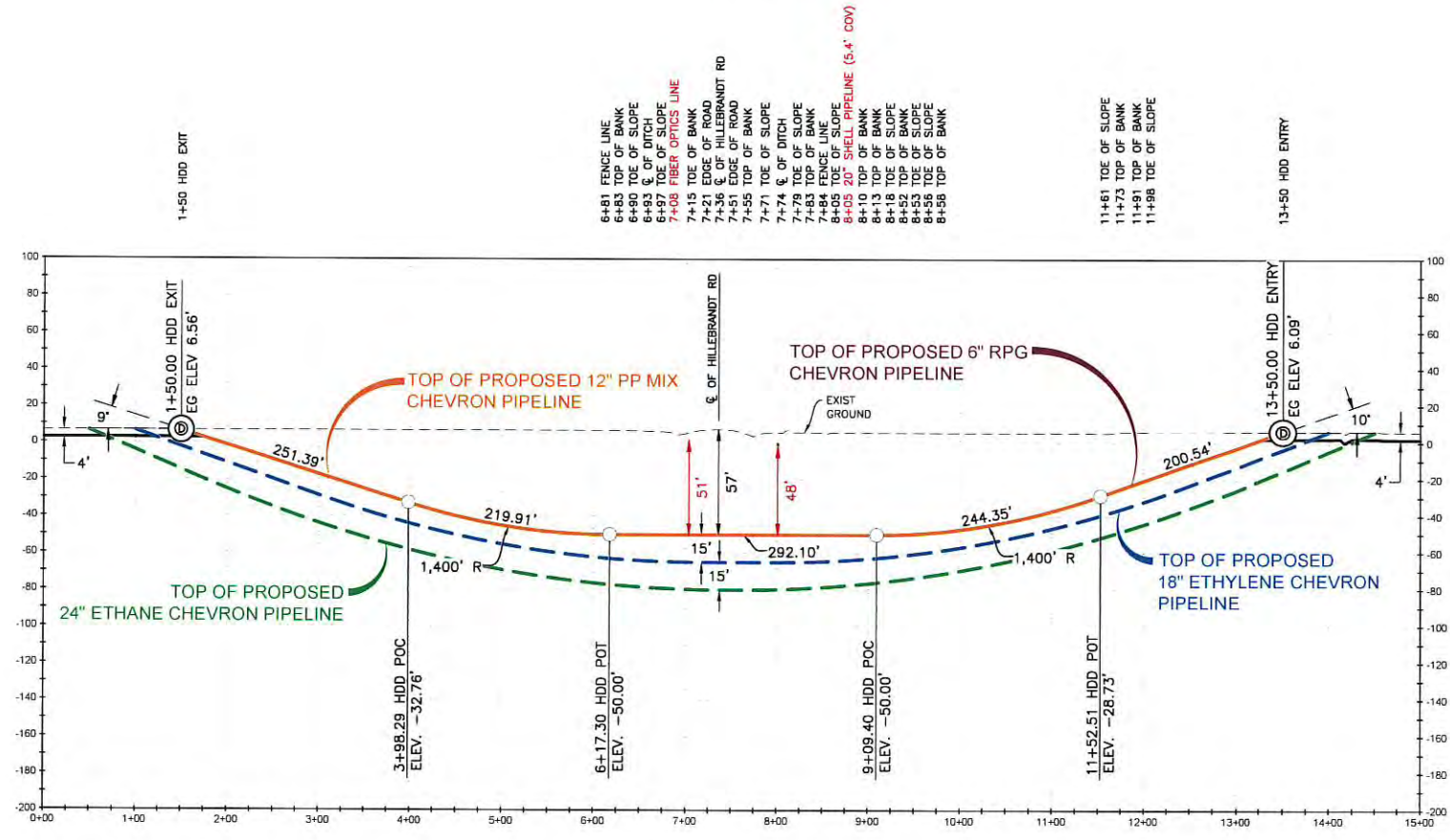
DESIGN SPECIFICATIONS COMPLY WITH U.S. DOT 49 CFR PART 195 TRANSPORTATION OF HAZARDOUS LIQUIDS BY PIPELINE.

DRILL LENGTHS	
DRILL LENGTH:	1208'
HORZ LENGTH:	1200'

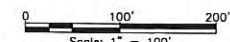
RECOMMENDED TOLERANCES	
ITEM	TOLERANCE
PILOT DRILL ENTRY ANGLE	± ONE DEGREE (1°)
PILOT DRILL ENTRY LOCATION	±1 FOOT (31 CM) MEASURED PARALLEL TO PIPELINE ±6 INCHES (15 CM) MEASURED PERPENDICULAR TO PIPELINE.
PILOT DRILL EXIT ANGLE	± ONE DEGREE (1°)
PILOT DRILL EXIT LOCATION	± 2 FEET (61 CM) MEASURED PARALLEL TO PIPELINE, ± 6 INCHES (15 CM) MEASURED PERPENDICULAR TO PIPELINE.
PILOT DRILL VERTICAL ELEVATION	± 0 FEET (0 CM) ABOVE THE STATED ELEVATION, -10 FT (6.1 M) BELOW THE STATED ELEVATION.
PILOT DRILL HORIZONTAL ALIGNMENT	± 2 FEET (61 CM)



PLAN  
SCALE 1"=100'



PROFILE  
SCALE HORZ 1"=100'  
VERT 1"=50'



ISSUED FOR  
11/18/22  
BID

NO.	DATE	REVISION	BY	APPD.
A	11/18/22	ISSUED FOR BID	LGF	AFS

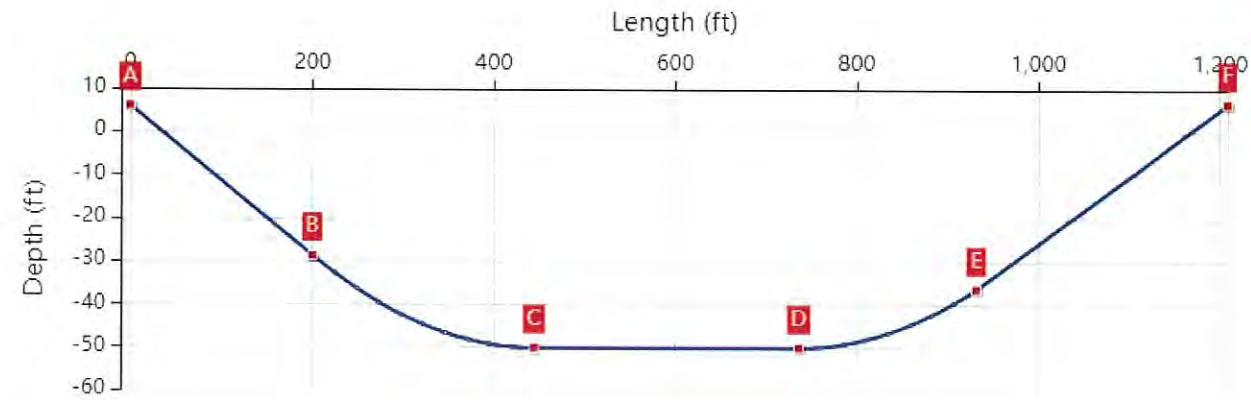
**audubon**  
Field Solutions  
10205 WESTHMER ROAD  
SUITE 100  
HOUSTON, TEXAS 77042  
PHONE: (281) 669-0590

**Chevron**  
Pipe Line

DRAWN BY:	LGF	DATE:	08/23/22
CHECKED BY:	WM	DATE:	09/08/22
APPROVED BY:	AG3	DATE:	11/18/22

HDD CROSSING		
CHEVRON PIPELINE SPREAD 2 12" PP MIX PIPELINE CROSSING HILLEBRANDT ROAD JEFFERSON COUNTY, TEXAS		
SCALE	DRAWING NO	REV.
1"=100'	019343106-AFS-DW-P2036	A

Pull force & installation stresses - Vertical and Horizontal Plane (Liquid)



Drill Path/Borehole Design

Elevation Profile:

Create Profile:	Manual
Pipe Entry [ft]	6.090
Pipe Exit [ft]	6.560
Input Variables - Pipe Pulling Profile:	
Downslope: Straight Section A - B	
Pipe Entry Angle A-B [degree]	10.00
Measured Length A-B [ft]	200.54
Downslope: Curved Section B - C	
Bend Angle B-C [degree]	10.00
Radius of Curvature B-C [ft]	1400.000
Measured Length B-C [ft]	244.35
Level: Straight Section C - D	
Bend Angle C-D [degree]	0
Measured Length C-D [ft]	292.10
Upslope: Curved Section D - E	
Bend Angle D - E [degree]	9.00
Radius of Curvature D - E [ft]	1400.000
Measured Length D-E [ft]	219.91
Upslope: Straight Section E - F	
Pipe Exit Angle E - F [degree]	9.00
Measured Length E - F [ft]	251.39

**Input Parameters:**

Pipe Description	
Pipe Type	Pipe Line - API Specification 5L
Select Nominal Pipe Diameter	12-3/4 inch
Outside Diameter [inch]	12.750
Wall Thickness [inch]	0.406
Pipe Grade	X60
SMYS [psi]	60000
Young's Modulus of Elasticity [psi]	30000000.00
Poisson's Ratio	0.30
Installation Stress Factor	1
Code SMYS [psi]	60000.00
Coefficient of Friction : Pipe - Soil(0.23 - 0.3 per Maida)	0.3
Coefficient of Friction : Pipe - Rollers(0.1)	0.1
Fluid Drag Coefficient(0.03 - 0.05)	0.05
Mud Weight [lb/gal]	11.50
Water Weight [lb/ft <sup>3</sup> ]	62.4
Pipe Filled With Water	No
Pipe Above Ground Section of Roller?	Yes
Angle of Pipe Above Ground on Roller [degree]	0
Pipe Section Above Ground on Roller [ft]	1200.00
Catenary Bend ?	No
Maximum Load Factor	0.9
Safety Factor	1
Note: Point A is Pipe Entry Point	

**Results:**

Effective Submerged Weight [lb/ft]	-22.75
Pull Load Section on Rollers - Pipe Entry [lb]	6422.9
Pull Load Straight Section A - B: [lb]	6959.7
Pull Load at Point B: [lb]	13382.6
Pull Load Curved Section B - C: [lb]	10178.4
Pull Load at Point C: [lb]	23561.1
Pull Load Straight Section C - D: [lb]	9013.6
Pull Load at Point D: [lb]	32574.7
Pull Load Curved Section D - E: [lb]	9477.8
Pull Load at Point E: [lb]	42052.5
Pull Load Straight Section E - F: [lb]	6841.6
Pull Load at Point F: [lb]	48894.1
Total Pull Load [lb]	48894.1
Maximum Allowable Pull Force :PASS [lb]	670973.0
Allowable Tensile Stress [psi]	54000.00
Total Tensile Stress :PASS [psi]	3105.45
Installation Stresses	



Installation Stress Analysis at Point: B		
Tensile Stress [psi]	849.98	PASS
Allowable Tensile Stress [psi]	54000.00	
Bending Stress [psi]	0	PASS
Allowable Bending Stress [psi]	43842.85	
Hydrostatic Mud Pressure [psi]	20.80	
External Hoop Stress [psi]	326.66	PASS
Allowable Elastic Hoop Buckling [psi]	17846.13	
Combined Load Interaction at Point: B		
Unity Check: Tensile and Bending	0.0157	PASS
Unity Check: Tensile Bending and External Hoop	0.0007	PASS
Installation Stress Analysis at Point: C		
Tensile Stress [psi]	1496.45	PASS
Allowable Tensile Stress [psi]	54000.00	
Bending Stress [psi]	11383.93	PASS
Allowable Bending Stress [psi]	43842.85	
Hydrostatic Mud Pressure [psi]	33.51	
External Hoop Stress [psi]	526.17	PASS
Allowable Elastic Hoop Buckling [psi]	17846.13	
Combined Load Interaction at Point: C		
Unity Check: Tensile and Bending	0.2874	PASS
Unity Check: Tensile Bending and External Hoop	0.0746	PASS
Installation Stress Analysis at Point: D		
Tensile Stress [psi]	2068.94	PASS
Allowable Tensile Stress [psi]	54000.00	
Bending Stress [psi]	0	PASS
Allowable Bending Stress [psi]	43842.85	
Hydrostatic Mud Pressure [psi]	33.51	
External Hoop Stress [psi]	526.17	PASS
Allowable Elastic Hoop Buckling [psi]	17846.13	
Combined Load Interaction at Point: D		
Unity Check: Tensile and Bending	0.0383	PASS
Unity Check: Tensile Bending and External Hoop	0.0030	PASS
Installation Stress Analysis at Point: E		
Tensile Stress [psi]	2670.92	PASS
Allowable Tensile Stress [psi]	54000.00	
Bending Stress [psi]	11383.93	PASS
Allowable Bending Stress [psi]	43842.85	
Hydrostatic Mud Pressure [psi]	33.79	
External Hoop Stress [psi]	530.58	PASS
Allowable Elastic Hoop Buckling [psi]	17846.13	
Combined Load Interaction at Point: E		
Unity Check: Tensile and Bending	0.3091	PASS
Unity Check: Tensile Bending and External Hoop	0.0885	PASS
Installation Stress Analysis at Point: F		

Tensile Stress [psi]	3105.45	PASS
Allowable Tensile Stress [psi]	54000.00	
Bending Stress [psi]	0	PASS
Allowable Bending Stress [psi]	43842.85	
Hydrostatic Mud Pressure [psi]	0	
External Hoop Stress [psi]	0	PASS
Allowable Elastic Hoop Buckling [psi]	17846.13	
Combined Load Interaction at Point: F		
Unity Check: Tensile and Bending	0.0575	PASS
Unity Check: Tensile Bending and External Hoop	0.0042	PASS

**Notes:**

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Prepared By:Larry Francisco

Approved By:

Prepared Using: Pipeline Toolbox

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- HYDROTEST: WATER SOURCES SHALL BE APPROVED BY COMPANY. ALL WATER SHALL BE TESTED PRIOR TO USE AND RE-TESTED AFTER HYDROTEST COMPLETION AND BEFORE DISPOSAL WITH WRITTEN APPROVAL FROM COMPANY.
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- DRILLING FLUID DISPOSAL: CONTRACTOR SHALL DISPOSE OF EXCESS DRILLING FLUID IN ACCORDANCE WITH CONTRACT DOCUMENTS. UNDER NO CIRCUMSTANCES SHALL DRILLING FLUID BE DISPOSED OF IN WATER BODIES OR WETLANDS. ANY DRILLING FLUID WHICH INADVERTENTLY SURFACES AT POINTS OTHER THAN THE ENTRY OR EXIT POINTS SHALL BE CONTAINED AND THE COMPANY REPRESENTATIVE NOTIFIED IMMEDIATELY.
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- THE CONTRACTOR SHALL ASCERTAIN AND VERIFY THE TRUE LOCATION AND ELEVATION OF UNDERGROUND UTILITY LINES AND STRUCTURES PRIOR TO THE START OF CONSTRUCTION AND LOCATE AND PROTECT UTILITY LINES AND STRUCTURES WHETHER SHOWN OR NOT. ALSO, THE CONTRACTOR SHALL NOTIFY THE OWNERS OF UTILITIES AND/OR STRUCTURES CONCERNED BEFORE STARTING WORK. ANY UNDERGROUND FACILITIES DAMAGED BY THE CONTRACTOR OR CONTRACTOR'S AGENT DURING THE COURSE OF WORK SHALL BE REPLACED AT CONTRACTOR'S OWN EXPENSE.

**COORDINATE SYSTEM:**

BEARINGS AND DISTANCES ARE REFERENCED TO THE UNIVERSAL TRANSVERSE MERCATOR COORDINATE SYSTEM, ZONE 15, NORTH AMERICAN DATUM 1983 (2011) EPOCH 2010, GCS(12)B, U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS. DISTANCES ARE GRID.

VERTICAL DATUM IS REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88). GPS OBSERVATIONS.

**SPECIFICATIONS**

**CARRIER PIPE**  
18" X .562" WT. API 5L X60, DSAW  
W/ 14-16 MILS MIN. FBE & 20-25 MILS MIN. ARO

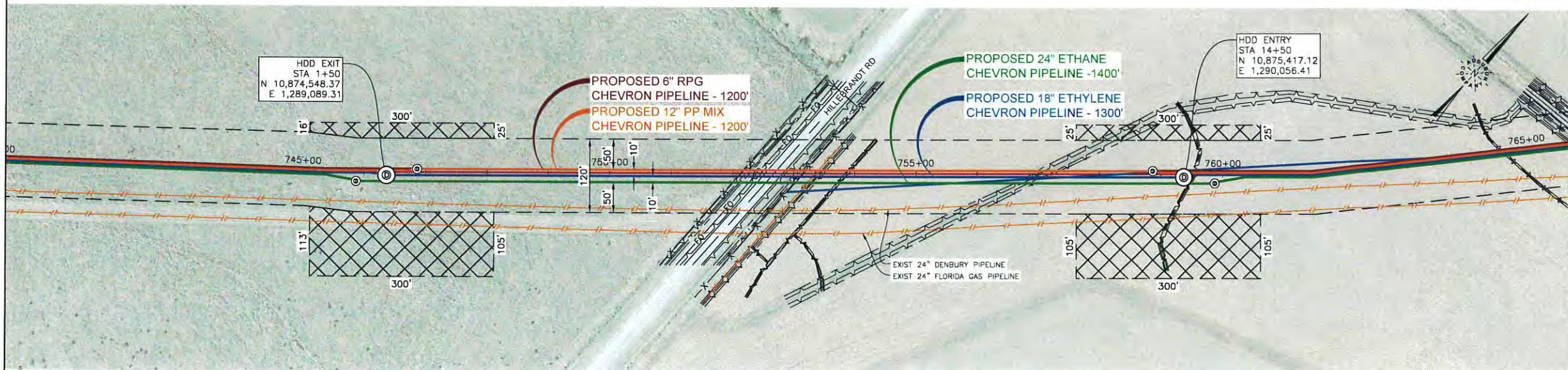
**METHOD OF INSTALLATION**  
HORIZONTAL DIRECTIONAL DRILL

DESIGN SPECIFICATIONS COMPLY WITH U.S. DOT 49 CFR PART 195 TRANSPORTATION OF HAZARDOUS LIQUIDS BY PIPELINE.

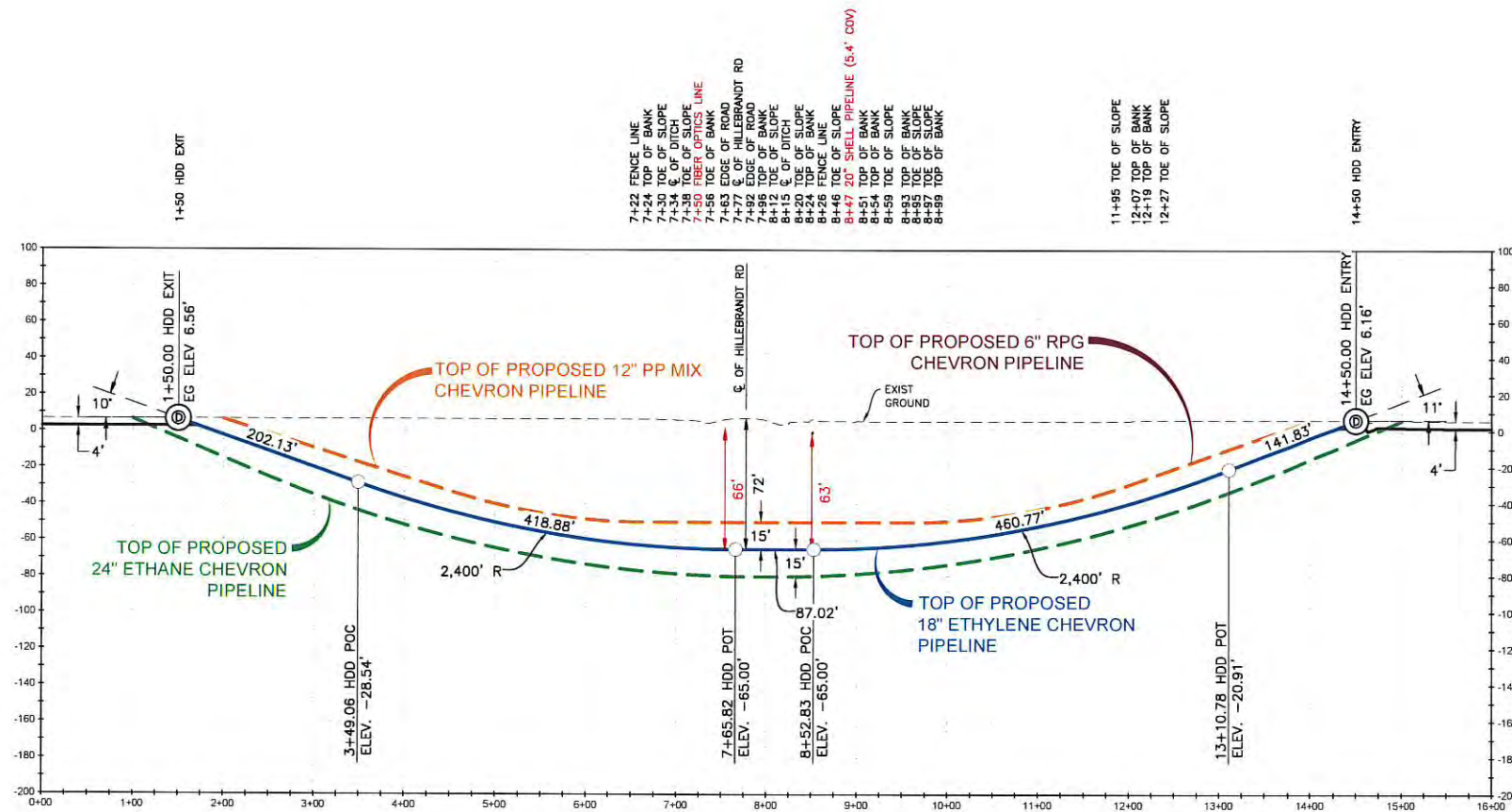
**DRILL LENGTHS**

DRILL LENGTH: 1311'  
HORZ LENGTH: 1300'

ITEM	RECOMMENDED TOLERANCES
PILOT DRILL ENTRY ANGLE	± ONE DEGREE (1°)
PILOT DRILL ENTRY LOCATION	±1 FOOT (31 CM) MEASURED PARALLEL TO PIPELINE ±6 INCHES (15 CM) MEASURED PERPENDICULAR TO PIPELINE.
PILOT DRILL EXIT ANGLE	± ONE DEGREE (1°)
PILOT DRILL EXIT LOCATION	± 2 FEET (61 CM) MEASURED PARALLEL TO PIPELINE, ± 6 INCHES (15 CM) MEASURED PERPENDICULAR TO PIPELINE.
PILOT DRILL VERTICAL ELEVATION	± 0 FEET (0 CM) ABOVE THE STATED ELEVATION, -10 FT (6.1 M) BELOW THE STATED ELEVATION.
PILOT DRILL HORIZONTAL ALIGNMENT	± 2 FEET (61 CM)



PLAN  
SCALE 1"=100'



PROFILE  
SCALE: HORZ 1"=100'  
VERT 1"=50'

ISSUED FOR  
11/18/22  
BID

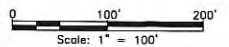
NO.	DATE	REVISION	BY	APPD.
A	11/18/22	ISSUED FOR BID	LGF	AFS

**audubon**  
Field Solutions  
10205 WESTHEMER ROAD  
SUITE 100  
HOUSTON, TEXAS 77042  
PHONE: (281) 669-0590

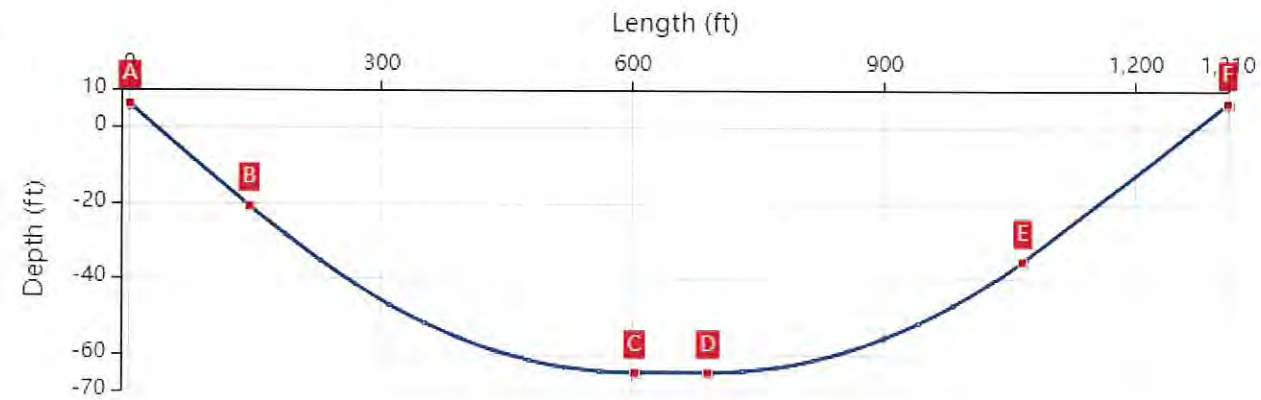
**Chevron**  
Pipe Line

DRAWN BY:	LGF	DATE:	08/23/22
CHECKED BY:	WM	DATE:	09/08/22
APPROVED BY:	AG3	DATE:	11/18/22

<b>HDD CROSSING</b>		
CHEVRON PIPELINE SPREAD 2 18" ETHYLENE PIPELINE CROSSING HILLEBRANDT ROAD JEFFERSON COUNTY, TEXAS		
SCALE	DRAWING NO	REV.
1"=100'	019343106-AFS-DW-P2037	A



Pull force & installation stresses - Vertical and Horizontal Plane (Liquid)



Drill Path/Borehole Design

Elevation Profile:

Create Profile:	Manual
Pipe Entry [ft]	6.160
Pipe Exit [ft]	6.560
Input Variables - Pipe Pulling Profile:	
Downslope: Straight Section A - B	
Pipe Entry Angle A-B [degree]	11.00
Measured Length A-B [ft]	141.83
Downslope: Curved Section B - C	
Bend Angle B-C [degree]	11.00
Radius of Curvature B-C [ft]	2400.000
Measured Length B-C [ft]	460.77
Level: Straight Section C - D	
Bend Angle C-D [degree]	0
Measured Length C-D [ft]	87.02
Upslope: Curved Section D - E	
Bend Angle D - E [degree]	10.00
Radius of Curvature D - E [ft]	2400.000
Measured Length D-E [ft]	418.88
Upslope: Straight Section E - F	
Pipe Exit Angle E - F [degree]	10.00
Measured Length E - F [ft]	202.13

**Input Parameters:**

Pipe Description	
Pipe Type	Pipe Line - API Specification 5L
Select Nominal Pipe Diameter	18 inch
Outside Diameter [inch]	18.000
Wall Thickness [inch]	0.562
Pipe Grade	X60
SMYS [psi]	60000
Young's Modulus of Elasticity [psi]	30000000.00
Poisson's Ratio	0.30
Installation Stress Factor	1
Code SMYS [psi]	60000.00
Coefficient of Friction : Pipe - Soil(0.23 - 0.3 per Maida)	0.3
Coefficient of Friction : Pipe - Rollers(0.1)	0.1
Fluid Drag Coefficient(0.03 - 0.05)	0.05
Mud Weight [lb/gal]	11.50
Water Weight [lb/ft <sup>3</sup> ]	62.4
Pipe Filled With Water	No
Pipe Above Ground Section of Roller?	Yes
Angle of Pipe Above Ground on Roller [degree]	0
Pipe Section Above Ground on Roller [ft]	1300.00
Catenary Bend ?	No
Maximum Load Factor	0.9
Safety Factor	1
Note: Point A is Pipe Entry Point	

**Results:**

Effective Submerged Weight [lb/ft]	-47.35
Pull Load Section on Rollers - Pipe Entry [lb]	13606.5
Pull Load Straight Section A - B: [lb]	8071.6
Pull Load at Point B: [lb]	21678.1
Pull Load Curved Section B - C: [lb]	28768.1
Pull Load at Point C: [lb]	50446.3
Pull Load Straight Section C - D: [lb]	4188.8
Pull Load at Point D: [lb]	54635.0
Pull Load Curved Section D - E: [lb]	24417.6
Pull Load at Point E: [lb]	79052.6
Pull Load Straight Section E - F: [lb]	8023.9
Pull Load at Point F: [lb]	87076.5
Total Pull Load [lb]	87076.5
Maximum Allowable Pull Force :PASS [lb]	1373918.3
Allowable Tensile Stress [psi]	54000.00
Total Tensile Stress :PASS [psi]	2828.25
Installation Stresses	

Installation Stress Analysis at Point: B		
Tensile Stress [psi]	704.11	PASS
Allowable Tensile Stress [psi]	54000.00	
Bending Stress [psi]	0	PASS
Allowable Bending Stress [psi]	43712.45	
Hydrostatic Mud Pressure [psi]	16.17	
External Hoop Stress [psi]	258.90	PASS
Allowable Elastic Hoop Buckling [psi]	17156.94	
Combined Load Interaction at Point: B		
Unity Check: Tensile and Bending	0.0130	PASS
Unity Check: Tensile Bending and External Hoop	0.0005	PASS
Installation Stress Analysis at Point: C		
Tensile Stress [psi]	1638.50	PASS
Allowable Tensile Stress [psi]	54000.00	
Bending Stress [psi]	9375.00	PASS
Allowable Bending Stress [psi]	43712.45	
Hydrostatic Mud Pressure [psi]	42.51	
External Hoop Stress [psi]	680.76	PASS
Allowable Elastic Hoop Buckling [psi]	17156.94	
Combined Load Interaction at Point: C		
Unity Check: Tensile and Bending	0.2448	PASS
Unity Check: Tensile Bending and External Hoop	0.0563	PASS
Installation Stress Analysis at Point: D		
Tensile Stress [psi]	1774.55	PASS
Allowable Tensile Stress [psi]	54000.00	
Bending Stress [psi]	0	PASS
Allowable Bending Stress [psi]	43712.45	
Hydrostatic Mud Pressure [psi]	42.51	
External Hoop Stress [psi]	680.76	PASS
Allowable Elastic Hoop Buckling [psi]	17156.94	
Combined Load Interaction at Point: D		
Unity Check: Tensile and Bending	0.0329	PASS
Unity Check: Tensile Bending and External Hoop	0.0032	PASS
Installation Stress Analysis at Point: E		
Tensile Stress [psi]	2567.64	PASS
Allowable Tensile Stress [psi]	54000.00	
Bending Stress [psi]	9375.00	PASS
Allowable Bending Stress [psi]	43712.45	
Hydrostatic Mud Pressure [psi]	42.75	
External Hoop Stress [psi]	684.62	PASS
Allowable Elastic Hoop Buckling [psi]	17156.94	
Combined Load Interaction at Point: E		
Unity Check: Tensile and Bending	0.2620	PASS
Unity Check: Tensile Bending and External Hoop	0.0658	PASS
Installation Stress Analysis at Point: F		

Tensile Stress [psi]	2828.25	PASS
Allowable Tensile Stress [psi]	54000.00	
Bending Stress [psi]	0	PASS
Allowable Bending Stress [psi]	43712.45	
Hydrostatic Mud Pressure [psi]	0	
External Hoop Stress [psi]	0	PASS
Allowable Elastic Hoop Buckling [psi]	17156.94	
Combined Load Interaction at Point: F		
Unity Check: Tensile and Bending	0.0524	PASS
Unity Check: Tensile Bending and External Hoop	0.0035	PASS

**Notes:**

**Reference:**PRCI; Installation of Pipelines by Horizontal Directional Drilling An Engineering Design Guide; 1995

**Disclaimer:**User acknowledges and agrees that the HDD Software modules and applications are provided as-is and assumes all risk and liability arising from or relating to its use.

Prepared By:Larry Francisco

Approved By:

Prepared Using: Pipeline Toolbox

**CONTRACTOR NOTES:**

- ALL EQUIPMENT MUST ACCESS THE SITE ALONG THE CONSTRUCTION RIGHT-OF-WAY OR FROM APPROVED ACCESS ROADS. LIGHT ACCESS ROADS ARE FOR VEHICLES AND EQUIPMENT NO HEAVIER THAN PICK-UP TRUCKS.
- WORK SPACE: WORK SHALL BE PERFORMED WITHIN THE MAXIMUM WORK SPACE LIMITS. RESTRICT CLEARING WITHIN THE WORK SPACE TO INDICATED ENTRY AND EXIT POINTS. PRODUCT PIPE STRINGING AND FABRICATION AREAS ALONG THE CONSTRUCTION RIGHT-OF-WAY. ANY CLEARING BETWEEN THE WORK SPACE ENTRY AND EXIT POINTS WILL REQUIRE PRIOR APPROVAL FROM THE PROJECT ENVIRONMENTAL INSPECTOR AND WILL BE LIMITED TO ONLY THE AMOUNT NECESSARY TO STRING SURVEY WIRES AND INSTALL WATER PUMPS AND PIPING TO OBTAIN WATER AT APPROVED LOCATIONS.
- WATER SOURCE: DRILL WATER AND HYDROSTATIC TEST WATER SHALL BE OBTAINED FROM A COMPANY APPROVED SOURCE.
- HYDROTEST: WATER SOURCES SHALL BE APPROVED BY COMPANY. ALL WATER SHALL BE TESTED PRIOR TO USE AND RE-TESTED AFTER HYDROTEST COMPLETION AND BEFORE DISPOSAL WITH WRITTEN APPROVAL FROM COMPANY.
- HYDROSTATIC TEST: PRE-INSTALLATION AND POST-INSTALLATION HYDROSTATIC TESTS SHALL BE CONDUCTED IN ACCORDANCE WITH THE HYDROSTATIC TEST PLAN. TEST WATER SHALL BE SAMPLED AND TESTED IN ACCORDANCE WITH PERMIT REQUIREMENTS. THE TEST WATER SHALL BE DISCHARGED IN AN UPLAND AREA INTO AN EROSION CONTROL STRUCTURE OF STRAW WATTLES AND/OR SILT FENCES, GEOTEXTILE FILTER BAG, OR COLLECTED IN A TRUCK AND HAILED TO AN APPROVED DISPOSAL SITE. UPON COMPLETION OF DEWATERING AND DRYING, A CALIBER PIG SURVEY SHALL BE COMPLETED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
- INSTALLATION: THE PIPE SECTION FOR THE DRILLED CROSSING SHALL BE MADE UP WITHIN THE APPROVED CONSTRUCTION RIGHT-OF-WAY AT THE DRILL EXIT POINT AS SHOWN. AFTER THE PILOT HOLE IS COMPLETE, CONTRACTOR'S ACTUAL DRILL PROFILE SHALL BE SUBMITTED TO CHEVRON PIPELINE COMPANY FOR APPROVAL. CONTRACTOR SHALL ASSESS THE NEED FOR AND SUPPLY APPROPRIATE BALLAST DURING PULLBACK.
- DRILLING FLUID DISPOSAL: CONTRACTOR SHALL DISPOSE OF EXCESS DRILLING FLUID IN ACCORDANCE WITH CONTRACT DOCUMENTS. UNDER NO CIRCUMSTANCES SHALL DRILLING FLUID BE DISPOSED OF IN WATER BODIES OR WETLANDS. ANY DRILLING FLUID WHICH INADVERTENTLY SURFACES AT POINTS OTHER THAN THE ENTRY OR EXIT POINTS SHALL BE CONTAINED AND THE COMPANY REPRESENTATIVE NOTIFIED IMMEDIATELY.
- CLEANUP / STABILIZATION / RESTORATION: ALL DISTURBED AREAS SHALL BE RETURNED TO THE ORIGINAL CONTOURS. DISTURBED AREAS SHALL BE SEED AS SPECIFIED IN THE CLEAN-UP AND RESTORATION REQUIREMENTS. IF THE TERRAIN ALLOWS AND ACCESS IS PERMITTED, CONTRACTOR SHALL UTILIZE LOW GROUND PRESSURE EQUIPMENT OR OTHER EQUIPMENT APPROVED BY OWNER, TO FACILITATE CONTAINMENT AND CLEAN-UP OF ANY INADVERTENT RETURNS THAT OCCUR DURING THE HDD INSTALLATION PROCESS. THE UPLAND AREAS SHALL BE RESTORED TO LINE LIST CONDITIONS AS SPECIFIED.
- THE MINIMAL ALLOWABLE RADIUS SHALL NOT BE LESS THAN THAT REQUIRED BY THE PROJECT SPECIFICATIONS.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETECT, IDENTIFY AND PROTECT ANY FOREIGN UTILITY THAT MAY BE AFFECTED BY THE HDD OPERATIONS. IF ANY UTILITY IS LOCATED WITHIN 15 FEET OF THE DESIGNED HDD PROFILE AND ALIGNMENT, CONTRACTOR SHALL OBTAIN APPROVAL FROM COMPANY PRIOR TO INITIATING HDD OPERATIONS.
- CONTRACTOR IS RESPONSIBLE FOR MAKING ALL LINE LOCATING AND ONE-CALL NOTIFICATIONS, 48 HOURS PRIOR TO ANY EXCAVATION.
- CONTRACTOR AT ITS OWN EXPENSE SHALL BE RESPONSIBLE FOR LOCATING AND MARKING, IN ADVANCE OF ACTUAL CONSTRUCTION, THE PRECISE LOCATION AND DEPTH OF UNDERGROUND FACILITIES SUCH AS PIPELINES, TELEPHONE CABLES, ELECTRIC POWER CABLES ETC. THAT EITHER CROSS OR ARE IN CLOSE.
- THE TYPES, LOCATIONS, SIZES, AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THE IMPROVEMENT PLANS WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS, AND DEPTHS OF SUCH UNDERGROUND UTILITIES. (A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UNDERGROUND UTILITIES.) THE ENGINEER, HOWEVER, CAN ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF THE DELINEATION OF SUCH UNDERGROUND UTILITIES THAT MIGHT BE ENCOUNTERED BUT WHICH ARE NOT SHOWN ON THESE DRAWINGS.
- THE CONTRACTOR SHALL ASCERTAIN AND VERIFY THE TRUE LOCATION AND ELEVATION OF UNDERGROUND UTILITY PIPES AND/OR STRUCTURES PRIOR TO THE START OF CONSTRUCTION AND LOCATE AND PROTECT UTILITY LINES AND STRUCTURES WHETHER SHOWN OR NOT. ALSO, THE CONTRACTOR SHALL NOTIFY THE OWNERS OF UTILITIES AND/OR STRUCTURES CONCERNED BEFORE STARTING WORK. ANY UNDERGROUND FACILITIES DAMAGED BY THE CONTRACTOR OR CONTRACTOR'S AGENT DURING THE COURSE OF WORK SHALL BE REPLACED AT CONTRACTOR'S OWN EXPENSE.

**COORDINATE SYSTEM:**

BEARINGS AND DISTANCES ARE REFERENCED TO THE UNIVERSAL TRANSVERSE MERCATOR COORDINATE SYSTEM ZONE 15 NORTH AMERICAN DATUM 1983 (2011) EPOCH 2010, GEOID12B, U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS. DISTANCES ARE GRID.

VERTICAL DATUM IS REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) GPS OBSERVATIONS.

**SPECIFICATIONS**

**CARRIER PIPE**  
24" X 88" WT, API 5L X60, DSAW  
W/ 14-16 MILS MIN. FBE & 20-25 MILS MIN. ARO

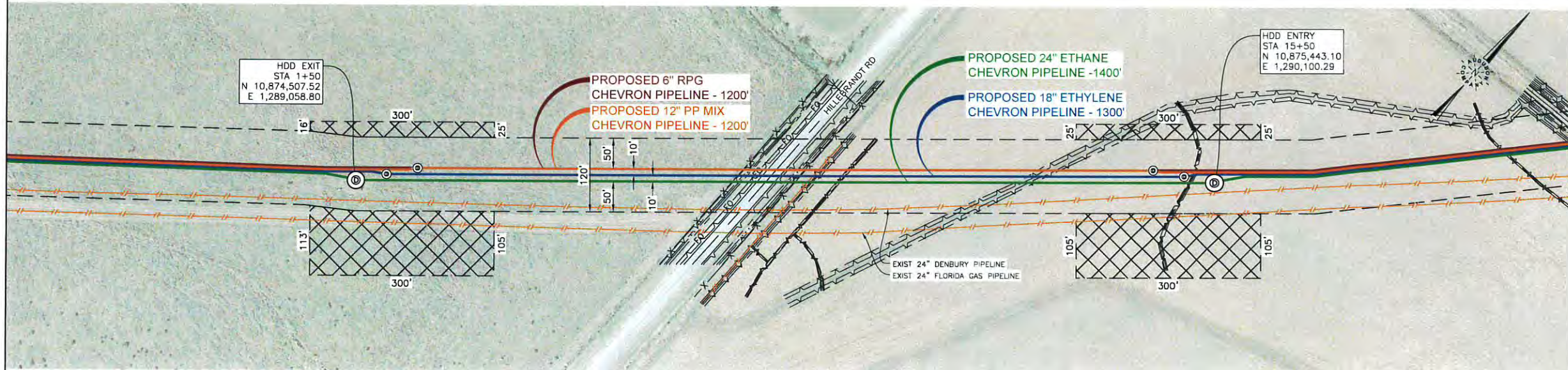
**METHOD OF INSTALLATION**  
HORIZONTAL DIRECTIONAL DRILL

DESIGN SPECIFICATIONS COMPLY WITH U.S. DOT 49 CFR PART 195 TRANSPORTATION OF HAZARDOUS LIQUIDS BY PIPELINE.

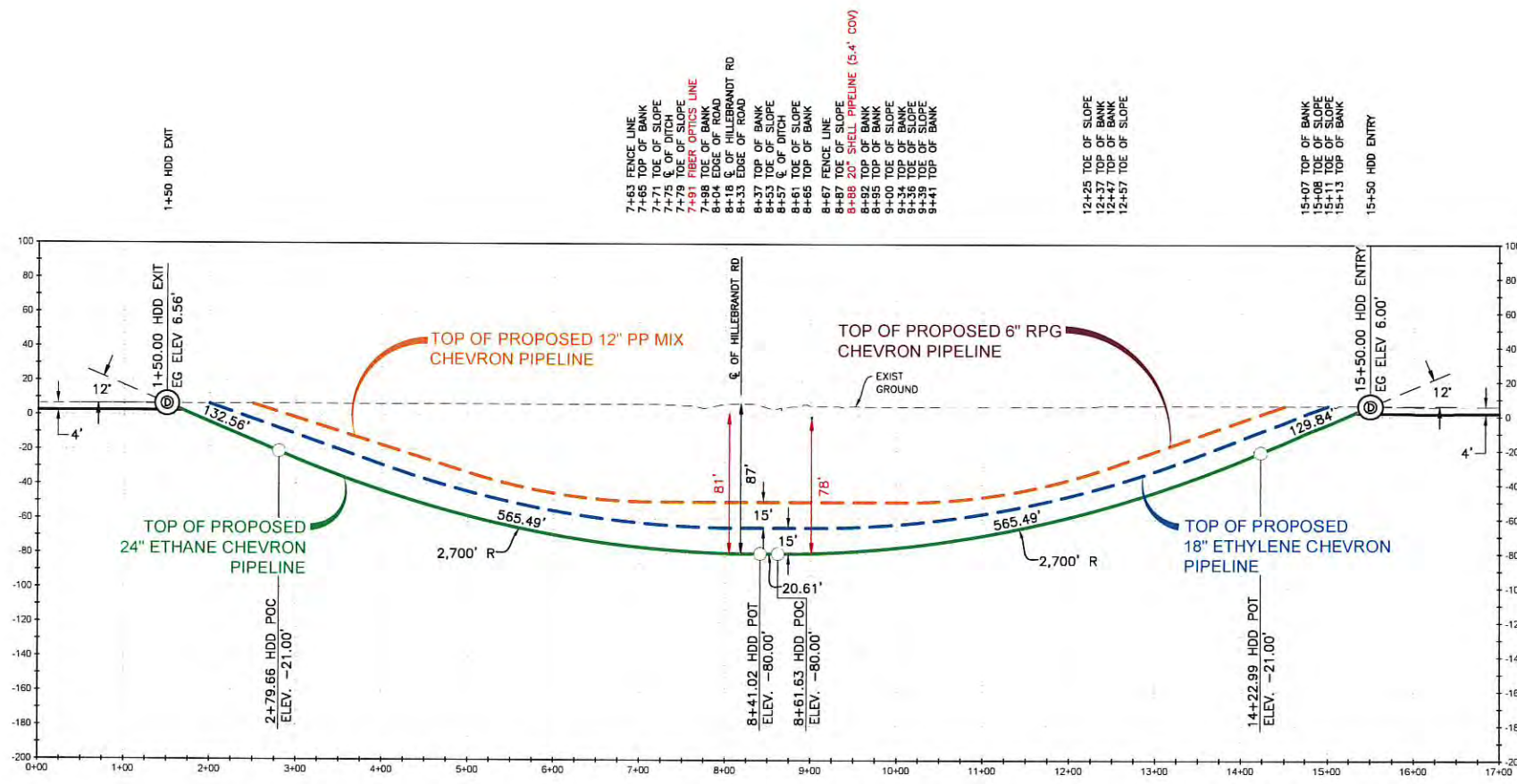
**DRILL LENGTHS**

DRILL LENGTH: 1414'  
HORZ LENGTH: 1400'

ITEM	RECOMMENDED TOLERANCES
PILOT DRILL ENTRY ANGLE	± ONE DEGREE (1°)
PILOT DRILL ENTRY LOCATION	± 1 FOOT (31 CM) MEASURED PARALLEL TO PIPELINE ± 6 INCHES (15 CM) MEASURED PERPENDICULAR TO PIPELINE.
PILOT DRILL EXIT ANGLE	± ONE DEGREE (1°)
PILOT DRILL EXIT LOCATION	± 2 FEET (61 CM) MEASURED PARALLEL TO PIPELINE, ± 6 INCHES (15 CM) MEASURED PERPENDICULAR TO PIPELINE.
PILOT DRILL VERTICAL ELEVATION	± 0 FEET (0 CM) ABOVE THE STATED ELEVATION, -10 FT (6.1 M) BELOW THE STATED ELEVATION.
PILOT DRILL HORIZONTAL ALIGNMENT	± 2 FEET (61 CM)



PLAN  
SCALE: 1"=100'



PROFILE  
SCALE: HORZ 1"=100'  
VERT 1"=50'

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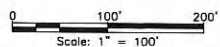
NO.	DATE	REVISION	BY	APPD.
A	11/18/22	ISSUED FOR BID	LGF	AFS

**audubon**  
Field Solutions  
10205 WESTHEMER ROAD  
SUITE 100  
HOUSTON, TEXAS 77042  
PHONE: (281) 968-0590

**Chevron**  
Pipe Line

DRAWN BY:	LGF	DATE:	08/23/22
CHECKED BY:	WM	DATE:	09/08/22
APPROVED BY:	AG3	DATE:	11/18/22

<b>HDD CROSSING</b>		
CHEVRON PIPELINE		
SPREAD 2		
24" ETHANE PIPELINE		
CROSSING HILLEBRANDT ROAD		
JEFFERSON COUNTY, TEXAS		
SCALE	DRAWING NO	REV.
1"=100'	019343106-AFS-DW-P2038	A

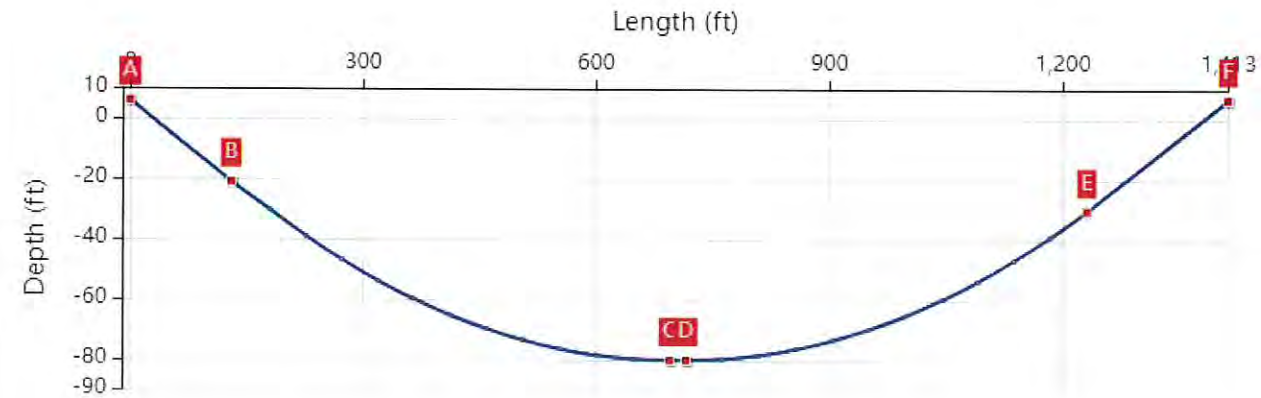




Location:Jefferson County

Date:10/31/2022

Pull force & installation stresses - Vertical and Horizontal Plane (Liquid)



Drill Path/Borehole Design

Elevation Profile:

Create Profile:	Manual
Pipe Entry [ft]	6.000
Pipe Exit [ft]	6.560

Input Variables - Pipe Pulling Profile:

Downslope: Straight Section A - B	
Pipe Entry Angle A-B [degree]	12.00
Measured Length A-B [ft]	129.84
Downslope: Curved Section B - C	
Bend Angle B-C [degree]	12.00
Radius of Curvature B-C [ft]	2700.000
Measured Length B-C [ft]	565.49
Level: Straight Section C - D	
Bend Angle C-D [degree]	0
Measured Length C-D [ft]	20.61
Upslope: Curved Section D - E	
Bend Angle D - E [degree]	12.00
Radius of Curvature D - E [ft]	2700.000
Measured Length D-E [ft]	565.49
Upslope: Straight Section E - F	
Pipe Exit Angle E - F [degree]	12.00
Measured Length E - F [ft]	132.56

**Input Parameters:**

Pipe Description	
Pipe Type	Pipe Line - API Specification 5L
Select Nominal Pipe Diameter	24 inch
Outside Diameter [inch]	24.000
Wall Thickness [inch]	0.688
Pipe Grade	X60
SMYS [psi]	60000
Young's Modulus of Elasticity [psi]	30000000.00
Poisson's Ratio	0.30
Installation Stress Factor	1
Code SMYS [psi]	60000.00
Coefficient of Friction : Pipe - Soil(0.23 - 0.3 per Maida)	0.3
Coefficient of Friction : Pipe - Rollers(0.1)	0.1
Fluid Drag Coefficient(0.03 - 0.05)	0.05
Mud Weight [lb/gal]	11.50
Water Weight [lb/ft <sup>3</sup> ]	62.4
Pipe Filled With Water	No
Pipe Above Ground Section of Roller?	Yes
Angle of Pipe Above Ground on Roller [degree]	0
Pipe Section Above Ground on Roller [ft]	1400.00
Catenary Bend ?	No
Maximum Load Factor	0.9
Safety Factor	1
Note: Point A is Pipe Entry Point	

**Results:**

Effective Submerged Weight [lb/ft]	-98.97
Pull Load Section on Rollers - Pipe Entry [lb]	23981.0
Pull Load Straight Section A - B: [lb]	12316.1
Pull Load at Point B: [lb]	36297.1
Pull Load Curved Section B - C: [lb]	58005.2
Pull Load at Point C: [lb]	94302.2
Pull Load Straight Section C - D: [lb]	1544.3
Pull Load at Point D: [lb]	95846.5
Pull Load Curved Section D - E: [lb]	49832.9
Pull Load at Point E: [lb]	145679.4
Pull Load Straight Section E - F: [lb]	7119.0
Pull Load at Point F: [lb]	152798.4
Total Pull Load [lb]	152798.4
Maximum Allowable Pull Force :PASS [lb]	2161038.3
Allowable Tensile Stress [psi]	54000.00
Total Tensile Stress :PASS [psi]	3032.50
Installation Stresses	

Installation Stress Analysis at Point: B		
Tensile Stress [psi]	720.37	PASS
Allowable Tensile Stress [psi]	54000.00	
Bending Stress [psi]	0	PASS
Allowable Bending Stress [psi]	43116.28	
Hydrostatic Mud Pressure [psi]	16.13	
External Hoop Stress [psi]	281.29	PASS
Allowable Elastic Hoop Buckling [psi]	14463.28	
Combined Load Interaction at Point: B		
Unity Check: Tensile and Bending	0.0133	PASS
Unity Check: Tensile Bending and External Hoop	0.0007	PASS
Installation Stress Analysis at Point: C		
Tensile Stress [psi]	1871.56	PASS
Allowable Tensile Stress [psi]	54000.00	
Bending Stress [psi]	11111.11	PASS
Allowable Bending Stress [psi]	43116.28	
Hydrostatic Mud Pressure [psi]	51.37	
External Hoop Stress [psi]	896.07	PASS
Allowable Elastic Hoop Buckling [psi]	14463.28	
Combined Load Interaction at Point: C		
Unity Check: Tensile and Bending	0.2924	PASS
Unity Check: Tensile Bending and External Hoop	0.0817	PASS
Installation Stress Analysis at Point: D		
Tensile Stress [psi]	1902.21	PASS
Allowable Tensile Stress [psi]	54000.00	
Bending Stress [psi]	0	PASS
Allowable Bending Stress [psi]	43116.28	
Hydrostatic Mud Pressure [psi]	51.37	
External Hoop Stress [psi]	896.07	PASS
Allowable Elastic Hoop Buckling [psi]	14463.28	
Combined Load Interaction at Point: D		
Unity Check: Tensile and Bending	0.0352	PASS
Unity Check: Tensile Bending and External Hoop	0.0059	PASS
Installation Stress Analysis at Point: E		
Tensile Stress [psi]	2891.22	PASS
Allowable Tensile Stress [psi]	54000.00	
Bending Stress [psi]	11111.11	PASS
Allowable Bending Stress [psi]	43116.28	
Hydrostatic Mud Pressure [psi]	51.71	
External Hoop Stress [psi]	901.96	PASS
Allowable Elastic Hoop Buckling [psi]	14463.28	
Combined Load Interaction at Point: E		
Unity Check: Tensile and Bending	0.3112	PASS
Unity Check: Tensile Bending and External Hoop	0.0942	PASS
Installation Stress Analysis at Point: F		

Tensile Stress [psi]	3032.50	PASS
Allowable Tensile Stress [psi]	54000.00	
Bending Stress [psi]	0	PASS
Allowable Bending Stress [psi]	43116.28	
Hydrostatic Mud Pressure [psi]	0	
External Hoop Stress [psi]	0	PASS
Allowable Elastic Hoop Buckling [psi]	14463.28	
Combined Load Interaction at Point: F		
Unity Check: Tensile and Bending	0.0562	PASS
Unity Check: Tensile Bending and External Hoop	0.0040	PASS

**Notes:**

**Reference:**PRCI; Installation of Pipelines by Horizontal Directional Drilling An Engineering Design Guide; 1995

**Disclaimer:**User acknowledges and agrees that the HDD Software modules and applications are provided as-is and assumes all risk and liability arising from or relating to its use.

Prepared By:Larry Francisco

Approved By:

Prepared Using: Pipeline Toolbox



VICINITY MAP  
not to scale  
©OpenStreetMaps

State of Texas, County of Jefferson

I, \_\_\_\_\_ County Clerk of Jefferson County, Texas do hereby certify that the within instrument was filed for registration in my office and duly recorded on \_\_\_\_\_, 2023, in County Clerk's File No. \_\_\_\_\_ Plot Records of Jefferson County, Texas.

County Clerk, Jefferson County, Texas  
By: \_\_\_\_\_, Deputy

**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 count of Jefferson County, Texas.

County Engineer

- Surveyor's Notes:**
- This survey was completed to reflect the title commitment issued by First National Title Insurance Company on February 6, 2023, bearing G.F. Number 23-722272-WE.
  - All bearings, distances, coordinates, and areas are grid, based on the Texas Coordinate System of 1983 (NAD83), South Central Zone.
  - According to Fema's Flood Insurance Rate Map No. 480385 0375 B, Dated June 01, 1983, subject property lies in Flood Zones "B" & "A14".
  - No improvements or cross fences shown on survey.
  - Existing OSSF, 2015033091 & 2017025988, OPRJCT.

**Legal Description:**  
Being all of Lots 39, 40 and 57, in the Charles O. Ellstrom's Subdivision, an addition in Jefferson County, Texas, according to the map recorded in Volume 3, Page 6, Map Records of Jefferson County, Texas.

**Development Regulations Notes:**  
No construction or other development within this plat may begin until all Jefferson County development requirements have been met.

**School District Note:**  
This minor plat is within the boundaries of the Hamshire - Fannett ISD

**Utility Notes:**  
Electric Utility Service will be provided by: Entergy Texas  
Telephone utility service will be provided by: AT&T  
Gas utility service will be provided by: DCP Midstream  
Water utility service will be provided by: \_\_\_\_\_  
Sewer utility service will be provided by: N/A  
Cable utility service will be provided by: AT&T

(Service providers are based on information found online)

**Sewage Disposal Note:**  
No structure in this subdivision shall be occupied until connected to a public sewer system or to an on-site wastewater system, which has been approved and permitted by Jefferson County.

**Individual Water Supply Note:**  
No structure in this subdivision shall be occupied until connected to a public water supply, state approved community water system, or engineered rainwater collection system.

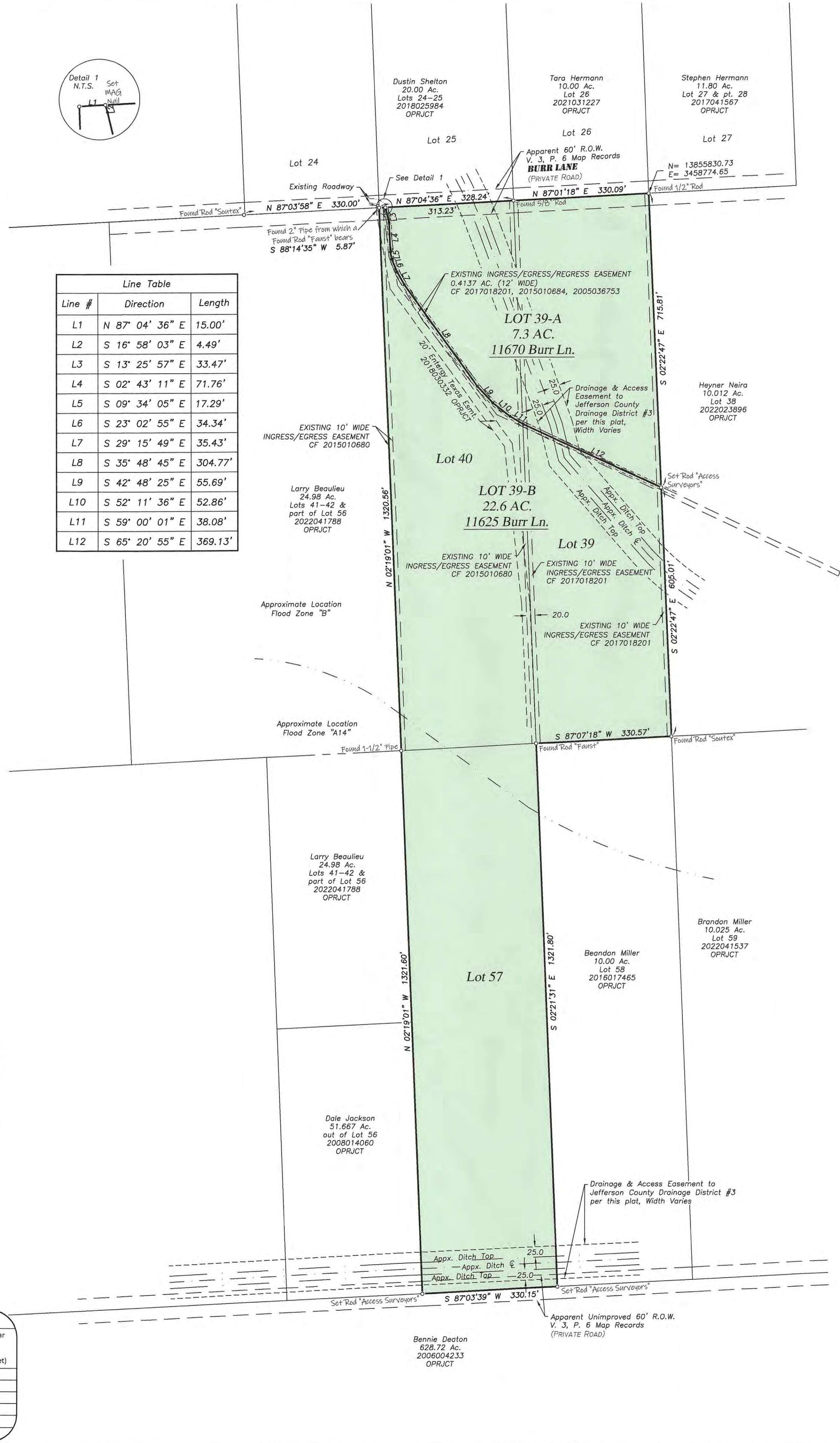
**Drainage District #3 (DD3) Notes:**

- DD3 Ditches referenced on this plat indicate the location and existence of known drainage ditches currently on property owners lands recorded in the Real Property Records of Jefferson County, Texas, Files 2015010680, 2016009088 and 2017018201. The DD3 easements shown on this plat associated with identified DD3 ditches, shall be perpetual, non-exclusive easements consisting of the actual width of the corresponding ditch, including improvements, plus 25 feet on each side of the ditch tops. Where ditches lie along a road or other R.O.W., the easement herein granted lies only on that part of the ditch which lies on the Property Owners land and the 25 feet beyond the ditch top, which lies on the Property Owners land.
- DD3 Drainage easements are granted over Property Owner's land to improve the flow of water drainage from tributaries located within Jefferson County, Texas, and to provide the right to excavate ditches and laterals, and to construct berms thereon for the flow of waters and giving DD3 the right and privilege to improve, maintain and operate the same as permitted by law, and giving unto DD3 the right and privilege of cleaning out and deepening ditches or water flows within the easement tracts. Property owners shall only construct permanent fencing along the drainage easement lines granted herein on one (1) side of the ditch if the ditch crosses the property owners land. The drainage easements also include the right of DD3 to construct, operate, maintain, alter, repair and patrol each drainage easement, and improvements made thereto, together with the right to construct berms, construct and utilize dirt placement areas, restrict placement of obstructions with permanent structures, remove all dirt therefrom, trim, cut, fell and remove therefrom all trees, underbrush, obstructions and other vegetation, structures or obstacles within the limits of the easement without further payment; and further including the right to construct improvements above ground and underground essential to DD3's drainage facilities, within the limits of said easements. DD3 shall notify property owners of any and all construction, operation, maintenance, alteration, repair, construction of berms, dirt placement, restriction of permanent structures or other obstructions, removal of dirt, the trimming, cutting, felling and removal of trees, underbrush, obstructions and other vegetation, removal of structures or other obstacles within the limits of the easement.
- No structures or improvements, i.e. fences or buildings shall be placed in or across DD3 Easements depicted herein.
- No culverts, bridges, low flow crossings or other structures shall be placed in DD3 ditches or easements, shown herein, without an engineered design and DD3 approval.

**Access**  
Surveyors, LLC  
Commercial - Industrial - Residential  
11025 Old Voth Road - Beaumont, Texas 77713  
Telephone (409) 838-6322 Facsimile 838-6122  
www.access-surveyors.com § rpls5163@aol.com  
File: 2023160AL Firm No. 10136400 Technician: A.M.LEA

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)
Single Family Dwelling (1 or 2 Bedrooms) < 1500 sq. ft.	225	6428	180
Single Family Dwelling (3 Bedrooms) < 2500 sq. ft.	300	8571	240
Single Family Dwelling (4 Bedrooms) < 3500 sq. ft.	375	10714	300
Single Family Dwelling (5 Bedrooms) < 4500 sq. ft.	450	12857	360
Single Family Dwelling (6 Bedrooms) < 5500 sq. ft.	525	15000	420

Note: SAMPLE - consult the TCEQ Regulations for proper sizes



Line Table		
Line #	Direction	Length
L1	N 87° 04' 36" E	15.00'
L2	S 16° 58' 03" E	4.49'
L3	S 13° 25' 57" E	33.47'
L4	S 02° 43' 11" E	71.76'
L5	S 09° 34' 05" E	17.29'
L6	S 23° 02' 55" E	34.34'
L7	S 29° 15' 49" E	35.43'
L8	S 35° 48' 45" E	304.77'
L9	S 42° 48' 25" E	55.69'
L10	S 52° 11' 36" E	52.86'
L11	S 59° 00' 01" E	38.08'
L12	S 65° 20' 55" E	369.13'

**Surveyor's Certificate:**  
I, Scott N Brackin, a Registered Professional Land Surveyor in the State of Texas, certify that this plat has been prepared from an actual standard land survey on the ground, that all corners were found or set as noted and that this plat correctly represents said survey by me and is in accordance with the subdivision regulations of Jefferson County, Texas.

\_\_\_\_\_  
Scott N. Brackin  
Registered Professional Land Surveyor No. 6650

March 8, 2023 DATED

**Ownership Certificate:**  
State of Texas  
County of Jefferson

KNOW ALL MEN BY THESE PRESENTS, That we, Ryan Todd Juranka and Stella Kathleen Juranka, owners of Lot 39, Lot 40 and Lot 57, of the Charles O. Ellstrom's Subdivision, (Vol. 3, Pg. 6, MRJCT) recorded in County Clerk's File Nos. 2015010680, 2016009088 and 2017018201, Official Public Records of Jefferson County, Texas, DO HEREBY SUBDIVIDE said property in accordance with the plat shown hereon, subject to any and all easements or restrictions heretofore granted and do hereby dedicate to the public the streets and easements shown hereon.

Witness my hand, this 14 day of APRIL, 2023.

\_\_\_\_\_  
Ryan Todd Juranka

State of Texas  
County of Jefferson

BEFORE ME, the undersigned authority, on this day personally appeared Ryan Todd Juranka, 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 stated.

Given under my hand and seal of office this the 14 day of April, 2023.

\_\_\_\_\_  
Notary public in and for the state of Texas

Witness my hand, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Stella Kathleen Juranka  
Stella Kathleen Juranka

State of Texas  
County of Jefferson

BEFORE ME, the undersigned authority, on this day personally appeared Stella Kathleen Juranka, 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 stated.

Given under my hand and seal of office this the 1 day of April, 2023.

\_\_\_\_\_  
Notary public in and for the state of Texas

**Certificate of County Approval:**  
Approved by the Commissioners Court of Jefferson County, Texas of the \_\_\_\_\_ day of \_\_\_\_\_, 2023, authorizing the filing for record of this plat. Jefferson County assumes an obligations for the maintenance of streets, road, drainage or any other improvements.

_____ Commissioner, Precinct No. 1 Jefferson County, Texas	_____ Commissioner, Precinct No. 2 Jefferson County, Texas
_____ Commissioner, Precinct No. 3 Jefferson County, Texas	_____ Commissioner, Precinct No. 4 Jefferson County, Texas

\_\_\_\_\_  
County Judge  
Jefferson County, Texas

REPLAT of Lots 39, 40 & 57,  
Charles O. Ellstrom's Subdivision  
Vol. 3, Pg. 6, J.C.M.R.  
INTO LOTS 39-A & 39-B  
part of the T. & N.O. R.R. Survey  
Section No. 136



# Resolution

STATE OF TEXAS § COMMISSIONERS' COURT  
COUNTY OF JEFFERSON § OF JEFFERSON COUNTY, TEXAS

**BE IT REMEMBERED** at a meeting of Commissioners' Court of Jefferson County, Texas, held on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, on motion made by \_\_\_\_\_, Commissioner of Precinct No. \_\_\_\_\_, and seconded by \_\_\_\_\_, Commissioner of Precinct No. \_\_\_\_\_, the following RESOLUTION was adopted:

**WHEREAS, CHUCK HANCOCK** beginning as an Operator for the County in which time he installed several printers, terminals and modems around the county in particular at the jail; and

**WHEREAS, CHUCK HANCOCK** moved into the Programmer/Analyst position for the County in once he mastered in the programming language of RPG on the AS/400; and

**WHEREAS, CHUCK HANCOCK**, moved into his final position as a Senior Programmer/Analyst in the Management Information Systems department, all of which is where he has dedicated 33 years of his life to the service of Jefferson County and it's citizens; and

**WHEREAS, CHUCK HANCOCK**, has always proven to be a dependable, successful, trusted employee and mentor, who through hard work and commitment to excellence, has earned the respect of his colleagues and the citizens of Jefferson County; and

**WHEREAS, CHUCK HANCOCK**, contributed to the future of the Management Information Systems department by his hard work always being available to employees within the department in teaching them to perform tasks associated with the AS/400; and

**WHEREAS, CHUCK HANCOCK**, created and maintained the many AS/400 Programs associated with the County Clerk's, District Attorney's offices and assisted with the Sheriff's and Jail's offices, and.

**WHEREAS**, having made a significant contribution to the Jefferson County MIS Department **CHUCK HANCOCK**, is recognized for his unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will always be missed by his friends and co-workers.

**NOW, THEREFORE, BE IT RESOLVED** that the Commissioner's Court of Jefferson County, Texas does hereby honor and commend **CHUCK HANCOCK**, for his dedicated service as an employee of Jefferson County, congratulate him on his retirement and wish his well in all his future endeavors.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Judge Jeff Branick  
County Judge

\_\_\_\_\_  
COMMISSIONER VERNON PIERCE  
Precinct No. 1

\_\_\_\_\_  
COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

\_\_\_\_\_  
COMMISSIONER DARRELL BUSH  
Precinct No. 2

\_\_\_\_\_  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4