

Notice of Meeting and Agenda
July 30, 2024

Special, 7/30/2024 10:30:00 AM

BE IT REMEMBERED that on July 30, 2024, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Cary Erickson, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff (ABSENT)

Chief Deputy, Donta Miller

Honorable Roxanne Acosta-Hellberg, County Clerk

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

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Jeff R. Branick, County Judge
Eddie Arnold, 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
July 30, 2024**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **30th** day of **July 2024** 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:

Jefferson County has taken steps to minimize the exposure of COVID-19 by implementing the following steps to allow the public to view the Commissioner's Court meeting.

The following options are available:

**View live with audio from the County Webpage:
https://co.jefferson.tx.us/comm_crt/commlink.htm**

Listen to audio by calling 347-973-4395, conference id 113569383# The court will also have a time for public comments at the 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

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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: Cary Erickson, Commissioner, Precinct Two

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

PURCHASING:

- (a). Consider and approve specifications for Invitation for Bid (IFB 24-038/CG), Term Contract for Paper Stock and Envelopes for Jefferson County.

SEE ATTACHMENTS ON PAGES 13 - 74

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

- (b). Consider and approve specifications for Invitation for Bid (IFB 24-043/CG), Term Contract for Hydrated Lime for Jefferson County.

SEE ATTACHMENTS ON PAGES 75 - 133

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

- (c). Consider and approve award, execute, receive and file Acceptance of Offer for Invitation for Bid (IFB 24-032/MR) Term Contract for Herbicides for Jack Brooks Regional Airport with Red River Specialties, LLC and Opterra Solutions with pricing as shown in Attachment A. The award for items 4a and 4b will be decided by a drawing of lots in a manner prescribed by County Judge Jeff Branick.

SEE ATTACHMENTS ON PAGES 134 - 138

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

- (d). Discuss and possibly approve the Purchasing Agent to enter into contract negotiations for Request for Proposal (RFP 24-027/MR) Ground Lease for Third Party Development of Aeronautical Facilities at the Jack Brooks Regional Airport.

NO ATTACHMENTS

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

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- (e). Consider and approve, execute, receive and file renewal for (IFB 22-031/MR), Term Contract for Temporary Canteen (Meal Catering) Disaster/Emergency for Jefferson County for a second and final one (1) year renewal with Cajun Flavor from August 14, 2024 to August 13, 2025, pursuant to Chapter 262, Texas Local Government Code, The County Purchasing Act and 2 CFR Sections 200.318-326..

SEE ATTACHMENTS ON PAGES 139 - 139

Motion by: Arnold

Second by: Erickson

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

Action: APPROVED

- (f). Consider and approve, execute, receive and file renewal for (IFB 22-033/MR), Term Contract for Asphalt Products for Jefferson County for a second one (1) year renewal with Martin Asphalt Company from July 31, 2024 to July 30, 2025, removing the pickup location at 100112 East Port Neches, Port Neches, TX 77651.

SEE ATTACHMENTS ON PAGES 140 - 140

Motion by: Arnold

Second by: Erickson

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

Action: APPROVED

- (g). Consider and approve, execute, receive and file a contract extension for (IFB 19-038/YS), Term Contract for Paper Stock and Envelopes with Western-BRW Paper Co.- Bosworth Papers and Lindenmeyr Monroe for an additional 45 days to expire October 19, 2024.

SEE ATTACHMENTS ON PAGES 141 - 142

Motion by: Arnold

Second by: Erickson

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

Action: APPROVED

- (h). Consider and approve, execute, receive and file Change Order #1 to Agreement (24-035/MR) Emergency Management Office Audio/Video System with Southwest Building Systems to install data drops, data equipment, wall rack and additional monitor in the amount of \$14,790.00 bringing the total amount from \$76,962.00 to \$91,752.00. Funded by Port Security Grant.

SEE ATTACHMENTS ON PAGES 143 - 146

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

- (i). Consider and approve, execute, receive and file agreement (Agreement 24-044/MR) with CBIZ Valuation Group to provide professional data collection and property valuation services for Jefferson County in the amount of \$13,395.00.

SEE ATTACHMENTS ON PAGES 147 - 159

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

COUNTY AUDITOR:

- (a). Consider and approve budget transfer – R&B Pct. 4 – additional cost of vehicle repairs.

SEE ATTACHMENTS ON PAGES 160 - 160

114-0405-431-4008	AUTOMOBILES AND TRUCKS	\$3,000.00	
114-0402-431-3016	CHEMICALS, SPRAYS, ETC.		\$3,000.00

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

- (b). Consider and approve budget transfer – Constable Pct. 6 – equipment for AR gun rack holder & ghost lettering on vehicles.

SEE ATTACHMENTS ON PAGES 161 - 161

120-3070-425-3084	MINOR EQUIPMENT	\$2,432.00	
120-3070-425-1098	OVERTIME ALLOWANCE		\$1,142.00
120-3070-425-4011	EQUIPMENT- MISCELLANEOUS		\$1,290.00

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

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- (c).Consider and approve budget transfer– Engineering – additional cost of postage to send out notices to property owners in flood prone areas per the FEMA CRS program.

SEE ATTACHMENTS ON PAGES 162 - 162

115-0501-431-4052	POSTAGE	\$700.00	
115-0501-431-3012	PRINTS AND MAPS		\$700.00

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

- (d).Consider and approve budget transfer – Indigent Medical Services – additional cost of relief pharmacist due to scheduled time off for pharmacist.

SEE ATTACHMENTS ON PAGES 163 - 163

120-5079-442-5077	CONTRACTUAL SERVICE	\$13,000.00	
120-5079-442-3049	PHARMACEUTICAL SUPPLIES		\$13,000.00

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

- (e).Consider and approve budget amendment– Elections – for building improvements to election barn.

SEE ATTACHMENTS ON PAGES 164 - 165

120-1034-414-6014	BUILDINGS AND STRUCTURES	\$47,000.00	
120-1014-414-1002	ASSISTANTS & CLERKS		\$47,000.00

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

- (f).Receive and file Public Defender Contract Agreement for the Criminal District Court with Raegan Minaldi effective July 15, 2024.

SEE ATTACHMENTS ON PAGES 166 - 170

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

- (g). Consider and approve County Judge to sign for a time extension request to June 15, 2025 for the Harvey CDBG-DR grant #20-065-121-C408 grant with the Texas General Land Office grant for the SH124 Bridge replacement.

SEE ATTACHMENTS ON PAGES 171 - 186

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

- (h). Regular County Bills -check #519572 through check #519765.

SEE ATTACHMENTS ON PAGES 187 - 194

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

- (i). Consider and approved Revised Exhibit A for subrecipient agreement for American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds with West Jefferson County Municipal Water District (P1 project) originally approved by Commissioners' Court on May 16, 2023.

SEE ATTACHMENTS ON PAGES 195 - 195

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

- (j). Consider and approved Revised Exhibit A for subrecipient agreement for American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds with the H.O.W. Center, Inc originally approved by Commissioners' Court on November 14, 2023.

SEE ATTACHMENTS ON PAGES 196 - 196

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

COUNTY CLERK:

- (a). Consider and approve the attached list of Election Day polling locations for Jefferson County.

SEE ATTACHMENTS ON PAGES 197 - 197

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

COUNTY COMMISSIONERS:

- (a). Consider, possibly approve, receive and file the 2023 Annual Report of the Gulf Coast Protection District pursuant to Chapter 9502, Texas Special District Local Laws.

SEE ATTACHMENTS ON PAGES 198 - 265

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

- (b). Consider and possibly approve a Proclamation declaring Aug. 1, Pioneering Women's "Voices from The Universe" Day.

SEE ATTACHMENTS ON PAGES 266 - 266

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

- (c). Consider and possibly approve the reappointment of the following Trustees of the Spindletop Center:
Edreauanna Fowler, by Commissioner Sinegal, Delores Sennette, by Commissioner Alfred, and Dana Johnson, by Judge Branick.

NO ATTACHMENTS

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

- (d).Consider, possibly approve and authorize the County Judge to execute Texas General Land Office Lease No. DL950002 for boat ramps and fishing pier at Mesquite Point.

SEE ATTACHMENTS ON PAGES 267 - 280

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

COUNTY TREASURER:

- (a).Ratify Quarterly Report/Wire for State Pooled Fees in the amount of \$301,522.56

NO ATTACHMENTS

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

ENGINEERING DEPARTMENT:

- (a).Execute, receive and file Utility Permit 08-U-24 between Jefferson County and Exxon / Mobil, Low Carbon Logistics CCS Transport LLC, for the purpose of Fiber Optic Cable to be placed under Lawhon Road, Green Pond Gulley Road and Pine Island Levee Road. This project is located in Jefferson County in Precincts 1 and 4.

SEE ATTACHMENTS ON PAGES 281 - 297

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

- (b).Consider, possibly approve and authorize the County Judge to execute, receive and file a Temporary Workspace Agreement from Jefferson County to Entergy Texas, Inc. The 60x60 temporary workspace will be located at the Jefferson County Corrections Facility site in support of providing electrical service to the Linde Facility.

SEE ATTACHMENTS ON PAGES 298 - 299

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

ENVIRONMENTAL CONTROL:

- (a). Please consider and possibly approve a resolution for Marian Burt an Office Specialist in the Environmental Control office for over 10 years and 11 months of service and wishing her well in her retirement.

SEE ATTACHMENTS ON PAGES 300 - 300

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

HUMAN RESOURCES:

- (a). Consider and possibly approve reclassification of Computer Systems Administrator position from non-exempt to exempt status in alignment with the Fair Labor Standards Act.

NO ATTACHMENTS

Motion by: Erickson
Second by: Sinegal
In Favor: Branick, Arnold, 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.

Jeff R. Branick
County Judge

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Special, July 30, 2024

There being no further business to come before the Court at this time, same is now here adjourned on this date, July 30, 2024.



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

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

LEGAL NOTICE

Advertisement for Invitation for Bids

July 30, 2024

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **(IFB 24-038/CG) Term Contract for Paper Stock and Envelopes for Jefferson County**. Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/> or by calling 409-835-8593.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and one (1) copy of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME: Term Contract for Paper Stock and Envelopes for Jefferson County
BID NUMBER: (IFB 24-038/CG)
DUE BY TIME/DATE: 11:00 AM CT, Wednesday, September 4, 2024
MAIL OR DELIVER TO: Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

Any questions relating to these bid requirements should be directed to Cindy Greene, Contract Specialist at 409-835-8593 or via email at: cynthia.greene@jeffcotx.us. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at deb.clark@jeffcotx.us.

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

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

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

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:
The Examiner:
August 1, 2024 & August 8, 2024

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BID SUBMISSIONS:

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

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

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

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

SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT

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

1. BIDDING.

1.1 BIDS.

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

1.2 AUTHORIZED SIGNATURES.

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

1.3 LATE BIDS.

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

1.4 WITHDRAWAL OF BID PRIOR TO OPENING.

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

1.5 WITHDRAWAL OF BID AFTER OPENING.

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

1.6 BID AMOUNTS.

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

1.7 EXCEPTIONS AND/OR SUBSTITUTIONS.

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

1.8 ALTERNATES.

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

1.9 DESCRIPTIONS.

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

1.10 BID ALTERATIONS.

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

1.11 TAX EXEMPT STATUS.

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

1.12 QUANTITIES.

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

1.13 BID AWARD.

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

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

1.14 SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS.

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

1.15 ADDENDA.

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

1.16 GENERAL BID BOND/SURETY REQUIREMENTS.

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

1.17 GENERAL INSURANCE REQUIREMENTS.

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

1.18 RESPONSIVENESS.

A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to

required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

1.19 RESPONSIBLE STANDING OF BIDDER.

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

1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.

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

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

1.21 PUBLIC BID OPENING.

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

2. PERFORMANCE.

2.1 DESIGN, STRENGTH, AND QUALITY.

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

2.2 AGE AND MANUFACTURE.

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

2.3 DELIVERY LOCATION.

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

2.4 DELIVERY SCHEDULE.

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

2.5 DELIVERY CHARGES.

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

2.6 INSTALLATION CHARGES.

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

2.7 OPERATING INSTRUCTIONS AND TRAINING.

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

2.8 STORAGE.

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

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

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

2.10 OSHA.

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

2.11 PATENTS AND COPYRIGHTS.

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

2.12 SAMPLES, DEMONSTRATIONS, AND TESTING.

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

2.13 ACCEPTABILITY.

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

2.14 MAINTENANCE.

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

accordingly.

2.15 MATERIAL SAFETY DATA SHEETS.

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

2.16 EVALUATION.

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

3. PURCHASE ORDERS AND PAYMENT.

3.1 PURCHASE ORDERS.

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

3.2 INVOICES.

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

3.3 PROMPT PAYMENT.

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

3.4 FUNDING.

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

4. CONTRACT.

4.1 CONTRACT DEFINITION.

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

4.2 CHANGE ORDER.

No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in

the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

4.3 PRICE RE-DETERMINATION.

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

4.4 TERMINATION.

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

4.5 CONFLICT OF INTEREST.

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

4.6 INTEREST BY PUBLIC OFFICIALS.

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

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

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

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer.

Vendors shall not contact any Jefferson County personnel during the IFB process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.

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

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the

vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

4.8 INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE.

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

4.9 WARRANTY.

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

4.10 UNIFORM COMMERCIAL CODE.

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

4.11 VENUE.

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

4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.

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

4.13 SILENCE OF SPECIFICATIONS.

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

5. REJECTION OR WITHDRAWAL.

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

6. EMERGENCY/DECLARED DISASTER REQUIREMENTS.

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the

Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s).

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

7. AWARD.

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

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

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

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

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

8. CONTRACT.

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

9. WAIVER OF SUBROGATION.

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

10. FISCAL FUNDING.

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

11. BID RESULTS.

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

Department.

12. CHANGES AND ADDENDA TO BID DOCUMENTS.

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

13. SPECIFICATIONS.

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

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

14. DELIVERY.

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

15. INTERPRETATION OF BID AN/OR CONTRACT DOCUMENTS.

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

16. CURRENCY.

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

17. PRICING.

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

18. NOTICE TO PROCEED/PURCHASE ORDER.

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

19. CERTIFICATION.

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

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The Bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.

- The Bidder hereby certifies that the individual signing the bid is an authorized agent for the Bidder and has the authority to bind the Bidder to the contract.

20. DEFINITIONS.

“County” – Jefferson County, Texas.

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

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

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

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

2 CFR 200.327 Contract provisions. The non-Federal entity’s contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity’s contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable. ***Language as of August 31, 2022.**

THRESHOLD	PROVISION	CITATION
<p>>\$250,000 (Simplified Acquisition Threshold)</p>	<p>Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where Contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.</p>	<p>2 CFR 200 APPENDIX II (A)</p>
<p>>\$10,000</p>	<p>All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.</p>	<p>2 CFR 200 APPENDIX II (B)</p>
<p>None</p>	<p>Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the Contractor agrees as follows:</p> <p>(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</p>	<p>2 CFR 200 APPENDIX II I and 41 CFR §60-1.4(b)</p>

	<p>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.</p> <ul style="list-style-type: none">(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	
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	<p>Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(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:</p> <p>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.</p> <p>The [recipient] 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 [recipient] 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.</p> <p>The [recipient] 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.</p> <p>The [recipient] 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 [recipient] 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 [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.</p>	
>\$2,000	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 , and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5 , "Labor Standards Provisions	2 CFR 200 APPENDIX II (D)

	Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3 , “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each Contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	
>\$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704 , as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	2 CFR 200 APPENDIX II (E)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401 , “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
>\$150,000	Clean Air Act (42 U.S.C. 7401-7671g .) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671g) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)

>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352 . Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.216.	2 CFR 200 APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
>\$10,000	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.	2 CFR 200.323
>\$100,000	<p><i>§135.38 Section 3 clause</i> <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p> <p>A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p>	

	<p>C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p> <p>D. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any Subcontractor where the Contractor has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 CFR part 135.</p> <p>E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.</p> <p>F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.</p> <p>G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).</p>	
None	<p>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:</p> <p>Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:</p> <ol style="list-style-type: none"> (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered 	2 CFR 200.216

	<p>telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).</p> <p>(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).</p> <p>(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.</p> <p>(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.</p> <p>(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.</p> <p>(c) See Public Law 115-232, section 889 for additional information.</p> <p>(d) See also § 200.471.</p>	
None	<p>As appropriate and to the extent consistent with law, the non-Federal entity 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 (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:</p> <p>(1) "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.</p> <p>(2) "Manufactured products" means 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.</p>	2 CFR 200.322(a)(b)(1) (2)
None	<p>The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.</p>	2 CFR 200.112

None	<p>The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.</p>	2 CFR 200.336
None	<p>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <p>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> <p>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</p> <p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</p> <p>(6) Requiring the prime Contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.</p>	2 CFR 200.321
None	<p>Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:</p> <p>(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.</p> <p>(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.</p>	2 CFR 200.334

	<p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.</p> <p>(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p> <p>(2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p>	
None	<p>CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 2270.0052, 2270.0102, or 2270.0152. In accordance with Texas Government Code, Chapter 2252, Subchapter F, Respondent hereby represents and warrants that it is not a company identified on the lists prepared and maintained under Texas Government Code §§ 2270.0052 (companies with business operations in Sudan), 2270.0102 (companies with business operations in Iran), or 2270.0152 (companies known to have contracts with or provide supplies or services to a foreign terrorist organization). Notwithstanding the foregoing, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or to a foreign terrorist organization, is not subject to contract prohibition under this clause. A company claiming such exemption must submit the official copy of the declaration.</p>	Texas Government Code 2252.152
>\$100,000	<p>PROVISION REQUIRED IN CONTRACT. (a) This section applies only to certain solicitations and contracts. Section 2271.002 of the Texas Government Code states the following:</p> <p>(a) This section applies only to a contract that:</p> <p>(1) is between a governmental entity and a company with 10 or more full-time employees; and</p> <p>(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.</p> <p>(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:</p>	Texas Government Code 2271.002

	(1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Section 2271.001(2) of the Government Code defines "company" to be the meaning assigned by Section 808.001 of the Texas Government Code, except that the term does not include a sole proprietorship.	
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of federal funds. If no such funds are awarded, the contract shall terminate.	Optional
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201
	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.

BYRD ANTI-LOBBYING CERTIFICATION

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

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

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

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

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

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

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

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

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

<p>REQUIRED FORM <u>Bidder:</u> Please complete this form and include with bid submission.</p>
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SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

The following requirements and instructions supersede General Requirements where applicable.

1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

One (1) Original and one (1) Bid Copy; with all copies to include a Completed Copy of this Specifications Packet **in its entirety**.

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

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

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

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

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

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

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

All submissions must be received by 11:00 am CT, Wednesday, September 4, 2024.

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

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

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

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

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

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

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

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

COUNTY HOLIDAYS (2024):

January 15	(Monday)	Martin Luther King, Jr. Day
March 29	(Friday)	Good Friday
May 27	(Monday)	Memorial Day
June 19	(Wednesday)	Juneteenth
July 4	(Thursday)	Independence Day
September 2	(Monday)	Labor Day
November 11	(Monday)	Veteran's Day
November 28 & 29	(Thursday & Friday)	Thanksgiving
December 25 & 26	(Wednesday & Thursday)	Christmas
January 1, 2025	(Wednesday)	New Year's

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

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

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

2. PRE-BID MEETING AND WALK-THROUGH.

Due to the nature of this Bid, a Pre-Bid Conference will not be held for this project.

3. QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to **Cindy Greene, CONTRACT SPECIALIST** at: cynthia.greene@jeffcotx.us. If no response in 72 hours contact **Deborah Clark, Purchasing Agent** at deb.clark@jeffcotx.us.

The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, **Friday, August 23, 2024.**

4. VENDOR REGISTRATION (System for Award Management).

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

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

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

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

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

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

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

Vendors must enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

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

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

A sample of a completed FORM 1295 is included on **PAGE 30**.

FORM 1295 Implementation Background:

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

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

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

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

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

FORM 1295 EXEMPTIONS:

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

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

A completed Form 1295 is not required for:

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

SAMPLE COMPLETED FORM 1295

VENDOR: FORM 1295 MUST BE COMPLETED/SUBMITTED ON TEXAS ETHICS COMMISSION WEBSITE. HARD COPY OF FORM 1295 IS TO BE PRINTED, COMPLETED, SIGNED, AND SUBMITTED WITH BID/PROPOSAL/AGREEMENT/CONTRACT. JEFFERSON COUNTY WILL CONFIRM RECEIPT OF COMPLETED HARD COPY WITH THE TEXAS ETHICS COMMISSION.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	OFFICE USE ONLY
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. VENDOR: ENTER YOUR BUSINESS NAME, CITY, STATE, AND COUNTRY HERE	Must file online at www.ethics.state.tx.us/File
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. JEFFERSON COUNTY, TEXAS	

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

VENDOR: ENTER BID/PROPOSAL/CONTRACT/AGREEMENT REF# AND TITLE HERE

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIES.		X	
VENDOR: WORKERS (OR NON-OWNERS) IN YOUR COMPANY ARE INTERMEDIARY PARTIES.			X

5 Check only if there is NO Interested Party. **CHECK BELOW IF APPLICABLE**

6 UNSWORN DECLARATION VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION.

My name is _____, and my date of birth is _____.

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017
NOTE: JEFFERSON COUNTY WILL KEEP A COPY OF THIS FORM ON FILE FOR EACH BID/PROPOSAL/CONTRACT/AGREEMENT AND EACH VENDOR RESPONDING TO BIDS/PROPOSALS.

BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

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

6. MULTIPLE VENDOR AWARD.

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

7. DELIVERY.

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

8. PAYMENT.

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

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

Invoices shall be submitted to:

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

9. USAGE REPORTS.

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

10. INSURANCE.

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

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

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

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

Minimum Insurance Requirements:

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

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation

Statutory Coverage (See Section 9 Below)

11. WORKERS' COMPENSATION INSURANCE

11.1 Definitions:

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

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

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

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

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

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

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

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

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

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

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

11.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

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

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

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

BIDDER INFORMATION FORM

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

Bid Number & Name: (IFB 24-038/CG) Term Contract for Paper Stock and Envelopes for Jefferson County

Bidder's Company/Business Name: _____

Bidder's TAX ID Number: _____

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

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

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

Fax Number (with area code): _____

Email Address: _____

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

Address

City, State, Zip Code

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

SECTION 4: MINIMUM SPECIFICATIONS

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Cindy Greene, Contract Specialist at 409-835-8593 or via email at: Cynthia.greene@jeffcotx.us. If no response in 72 hours please contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at deb.clark@jeffcotx.us. Please reference Bid Number: IFB 24-038/CG.

SCOPE OF PROJECT:

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

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

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

Samples

When requested, samples shall be furnished free of expense to Jefferson County for approval by user department.

Brand Name or Equal

List goods or services by brand name, model, and other identifying specifics, **except** for products that are equal to the characteristics of the named brand. Usually the composition of a brand name good and services are provided through labeling, but broader tolerances and less consistency from item to item may be expected as compared with standard goods. Other manufacturers may provide a nearly identical good under their own brand name. **This method will be employed by Jefferson County Purchasing if – and only if – there is sound justification. The burden of justification will rest with the user department.**

Approximate Annual Usage

No promise is made or implied regarding quantities to be purchased. Orders will be placed on an as-needed basis, delivered to various locations in Jefferson County, for the duration of the contract. Purchase Orders will be released to the successful bidder(s) as required. **Minimum Orders Are Not Acceptable.**

Delivery

Price quoted shall be F.O.B. delivered to various locations in Jefferson County with freight prepaid. Bidder bears freight charges. Vendor shall make deliveries between the hours of 8:00 am – 12:00 noon and 1:00 pm – 5:00 pm, Monday through Friday.

Contract

This bid, when properly accepted by Jefferson County Commissioners' Court, shall constitute a contract equally binding between the successful bidder and Jefferson County. No different or additional terms will become a part of this contract.

**OFFER AND ACCEPTANCE FORM
OFFER TO CONTRACT**

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer.

We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): _____, _____, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

For clarification of this offer, contact:

Company Name

Address

City State Zip

Signature of Person Authorized to Sign

Printed Name

Title

Name & Title

Phone Fax

E-mail

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

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

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

This contract shall henceforth be referred to as Contract No. (IFB 24-038/CG), Term Contract for Paper Stock and Envelopes for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

COUNTERSIGNED:

Jeff R. Branick, County Judge JEFFERSON COUNTY, TEXAS	Date
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ATTEST:

Roxanne Acosta Hellberg, County Clerk JEFFERSON COUNTY, TEXAS	Date
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**BIDDER: INSERT ALL ADDENDA BEHIND THIS PAGE.
PLEASE BE SURE TO COMPLETE, SIGN, ATTEST, AND DATE EACH ADDENDUM.**

BID FORM

I. Paper Stock

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

II. Card Stock

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

III. Envelopes

Item	Description	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case
18	24 lb. catalog envelopes 10"x13" white woven		\$		\$
19	28 lb. white catalog envelopes 9"x12"		\$		\$
20	15"x10" brown kraft gummed flap document envelopes 32#		\$		\$
21	#9 window envelopes – 24 lb. white wove		\$		\$

22	#9 regular envelopes – 24 lb. white wove		\$		\$
Item	Description	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case
23	#10 window envelopes – 24 lb. white wove (hard boxes)		\$		\$
24	#10 regular envelopes – 24 lb. white wove (hard boxes)		\$		\$
25	#11 window envelopes – 28 lb. white wove		\$		\$
26	#11 regular envelopes – 28 lb. white wove		\$		\$
27	#12 window envelopes – 24 lb. white wove		\$		\$
28	#12 regular envelopes – 24 lb. white wove		\$		\$
29	#10 brown kraft envelopes – 28 lb.		\$		\$
30	#12 brown kraft envelopes – 28 lb.		\$		\$
31	#14 brown kraft envelopes – 28 lb.		\$		\$
32	Opaque envelopes - 4½x9 (blue, green, natural, cream, gold, pink, gray, ivory, yellow)		\$		\$
33	Hammermill Offset 60T #10 Canary		\$		\$

IV. No Carbon Required Paper

Item	Description	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case
34	8½x11 2-part black image carbonless reverse collated		\$		\$
35	8½x11 Mead 3-part black image carbonless reverse collated		\$		\$
36	8½x11 Mead 4-part black image carbonless reverse collated		\$		\$

37	8½x11 Mead 5-part black image carbonless reverse collated		\$		\$
Item	Description	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case
38	8½x14 Mead 2-part black image carbonless reverse collated		\$		\$
39	8½x14 Mead 3-part black image carbonless reverse collated		\$		\$
40	8½x14 Mead 4-part black image carbonless reverse collated		\$		\$
41	8½x14 Mead 5-part black image carbonless reverse collated		\$		\$

V. Specialty Paper

Item	Description	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case
42	65 lb 8 ½ x11 Lynx Digital Smooth cover white		\$		\$
43	80 lb 8 ½ x 11 Cougar Digital Cover Smooth Natural		\$		\$
44	80 lb 8 ½ x 11 Lynx Digital Smooth Cover White		\$		\$
45	67 lb 8 ½ x 14 Exact Vellum Bristol White		\$		\$
46	70 lb 8 ½ x 11 Lynx Digital Smooth Text White		\$		\$
47	Blazer Digital Gloss Text White 11 x 17 -80-31M-L		\$		\$
48	8½x11 Astro Bright Text, 60T		\$		\$
49	8½x11 Astro Bright Cover, 65C		\$		\$

VI. Miscellaneous

Item	Description	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case
50	30" Brown Craft Paper roll		\$		\$
51	36" Brown Craft Paper roll		\$		\$
52	NCR Paper Brand Fanapart high strength padding adhesive-gallon		\$		\$
53	NCR Paper Brand Fanapart high strength padding adhesive- quart		\$		\$
54	Liquid Padding Compound-gallon		\$		\$
55	18" stretch film roll		\$		\$
56	GBC Heatseal Ultima 65 25" standard roll lamination film 3 mil		\$		\$
57	GBC Heatseal Ultima 65 25" standard roll lamination film 1.5 mil		\$		\$
58	8.9" x 11.4" laminating pouches		\$		\$
59	9 1/8" x 14 1/2" laminating pouches		\$		\$
60	11.4" x 17.4" laminating pouches		\$		\$

BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):

Addendum 1 _____ Date Received _____

Addendum 2 _____ Date Received _____

Addendum 3 _____ Date Received _____

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

REQUIRED FORM

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

VENDOR REFERENCES FORM

Bidder: Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

REQUIRED FORM

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

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work:

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work:

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

SIGNATURE PAGE

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

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

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

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

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

Bidder (Entity Name)

Signature

Street & Mailing Address

Print Name

City, State & Zip

Date Signed

Telephone Number

Fax Number

E-mail Address

REQUIRED FORM

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

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

Signature of Contractor's Authorized Official

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

Date

REQUIRED FORM

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

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.		OFFICE USE ONLY Date Received
1	Name of vendor who has a business relationship with local governmental entity. 	
2	<input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)	
3	Name of local government officer about whom the information in this section is being disclosed. _____ Name of Officer This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor? <input type="checkbox"/> Yes <input type="checkbox"/> No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? <input type="checkbox"/> Yes <input type="checkbox"/> No C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more? <input type="checkbox"/> Yes <input type="checkbox"/> No D. Describe each employment or business and family relationship with the local government officer named in this section.	
4	_____ Signature of vendor doing business with the governmental entity	_____ Date

REQUIRED FORM

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

**LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY**

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

Adopted 8/7/2015

**THIS FORM IS FOR
OFFICE USE ONLY**

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

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

Yes No

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

Did the Prime Contractor/Consultant . . . ?

- Yes No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?
- Yes No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
- Yes No 3. **Provide** HUBs that were genuinely interested in bidding on a Subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the Prime Contractor/Consultant’s organization)?
- Yes No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive Bidders?
- Yes No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
- Yes No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

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

Printed Name of Authorized Representative

Signature

Title

Date

REQUIRED FORM

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

NOTICE OF INTENT (NOI) TO SUBCONTRACT WITH HISTORICALLY UNDERUTILIZED BUSINESS (HUB)

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

Yes No

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract.

Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: _____ HUB: Yes No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

Printed Name of Contractor Representative Signature of Representative Date

Printed Name of HUB Signature of Representative Date

Note: Nothing on this Notice of Intent Form is intended to confer any rights, expressed or implied, to any third parties. Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

REQUIRED FORM

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

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUCONTRACTING PARTICIPATION DECLARATION FORM**

PAGE 1 OF 4

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

Yes No

Prime Contractor: _____ HUB: Yes No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM**

PAGE 2 OF 4

HUB Subcontractor Disclosure

PART I: Continuation Sheet (Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

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

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM**

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

Instructions to Bidder: Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM**

Subcontractor Name: _____

Address: _____
 Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
 Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

Contact person that will be in charge of invoicing for this project:

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

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

RESIDENCE CERTIFICATION/TAX FORM

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

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

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

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

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

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

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

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

HOUSE BILL 89 VERIFICATION

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

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

Pursuant to Section 2270.002, Texas Government Code:

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

Signature of Company Representative

Date

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

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

Notary Seal

Notary Signature

Date

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

SENATE BILL 252 CERTIFICATION

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

Company Name

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

**THIS FORM IS FOR
OFFICE USE ONLY**

BID AFFIDAVIT

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

STATE OF _____ COUNTY OF _____

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

on this day personally appeared _____, who
(name)

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

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

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

Name and address of Bidder: _____

Fax: _____ Telephone# _____

by: _____ Title: _____
(print name)

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named

_____ on

this the _____ day of _____, 20__.

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

Notary Public in and for
the State of _____



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

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

LEGAL NOTICE

Advertisement for Invitation for Bids

July 30, 2024

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **(IFB 24-043/CG) Term Contract for Hydrated Lime for Jefferson County** Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/> or by calling 409-835-8593.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and one (1) copy of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME: Term Contract for Hydrated Lime for Jefferson County
BID NUMBER: (IFB 24-043/CG)
DUE BY TIME/DATE: 11:00 AM CT, Wednesday, September 4, 2024
MAIL OR DELIVER TO: Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

Any questions relating to these bid requirements should be directed to Cindy Greene, Contract Specialist at 409-835-8593 or via email at: cynthia.greene@jeffcotx.us. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at deb.clark@jeffcotx.us.

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

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

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

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:
The Examiner:
August 1, 2024 & August 8, 2024

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BID SUBMISSIONS:

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

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

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

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

SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT

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

1. BIDDING.

1.1 BIDS.

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

1.2 AUTHORIZED SIGNATURES.

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

1.3 LATE BIDS.

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

1.4 WITHDRAWAL OF BID PRIOR TO OPENING.

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

1.5 WITHDRAWAL OF BID AFTER OPENING.

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

1.6 BID AMOUNTS.

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

1.7 EXCEPTIONS AND/OR SUBSTITUTIONS.

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

1.8 ALTERNATES.

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

1.9 DESCRIPTIONS.

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

1.10 BID ALTERATIONS.

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

1.11 TAX EXEMPT STATUS.

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

1.12 QUANTITIES.

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

1.13 BID AWARD.

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

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

1.14 SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS.

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

1.15 ADDENDA.

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

1.16 GENERAL BID BOND/SURETY REQUIREMENTS.

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

1.17 GENERAL INSURANCE REQUIREMENTS.

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

1.18 RESPONSIVENESS.

A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid

price cannot be determined, such as with vague wording that may include “price in effect at the time of delivery,” and c) bids made contingent upon award of other bids currently under consideration.

1.19 RESPONSIBLE STANDING OF BIDDER.

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

1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.

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

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

1.21 PUBLIC BID OPENING.

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

2. PERFORMANCE.

2.1 DESIGN, STRENGTH, AND QUALITY.

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

2.2 AGE AND MANUFACTURE.

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

2.3 DELIVERY LOCATION.

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

2.4 DELIVERY SCHEDULE.

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

2.5 DELIVERY CHARGES.

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

2.6 INSTALLATION CHARGES.

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

2.7 OPERATING INSTRUCTIONS AND TRAINING.

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

2.8 STORAGE.

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

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

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

2.10 OSHA.

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

2.11 PATENTS AND COPYRIGHTS.

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

2.12 SAMPLES, DEMONSTRATIONS, AND TESTING.

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

2.13 ACCEPTABILITY.

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

2.14 MAINTENANCE.

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

2.15 MATERIAL SAFETY DATA SHEETS.

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

2.16 EVALUATION.

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

3. PURCHASE ORDERS AND PAYMENT.

3.1 PURCHASE ORDERS.

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

3.2 INVOICES.

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

3.3 PROMPT PAYMENT.

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

3.4 FUNDING.

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

4. CONTRACT.

4.1 CONTRACT DEFINITION.

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

4.2 CHANGE ORDER.

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

the vendor.

4.3 PRICE RE-DETERMINATION.

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

4.4 TERMINATION.

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

4.5 CONFLICT OF INTEREST.

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

4.6 INTEREST BY PUBLIC OFFICIALS.

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

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

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

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer.

Vendors shall not contact any Jefferson County personnel during the IFB process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.

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

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and

initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

4.8 INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE.

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

4.9 WARRANTY.

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

4.10 UNIFORM COMMERCIAL CODE.

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

4.11 VENUE.

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

4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.

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

4.13 SILENCE OF SPECIFICATIONS.

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

5. REJECTION OR WITHDRAWAL.

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

6. EMERGENCY/DECLARED DISASTER REQUIREMENTS.

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s).

Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be

permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

7. AWARD.

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

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

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

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

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

8. CONTRACT.

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

9. WAIVER OF SUBROGATION.

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

10. FISCAL FUNDING.

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

11. BID RESULTS.

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

12. CHANGES AND ADDENDA TO BID DOCUMENTS.

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make

inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

13. SPECIFICATIONS.

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

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

14. DELIVERY.

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

15. INTERPRETATION OF BID AN/OR CONTRACT DOCUMENTS.

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

16. CURRENCY.

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

17. PRICING.

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

18. NOTICE TO PROCEED/PURCHASE ORDER.

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

19. CERTIFICATION.

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

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

20. DEFINITIONS.

"County" – Jefferson County, Texas.

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

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

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

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

2 CFR 200.327 Contract provisions. The non-Federal entity’s contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity’s contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable. ***Language as of August 31, 2022.**

THRESHOLD	PROVISION	CITATION
<p>>\$250,000 (Simplified Acquisition Threshold)</p>	<p>Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where Contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.</p>	<p>2 CFR 200 APPENDIX II (A)</p>
<p>>\$10,000</p>	<p>All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.</p>	<p>2 CFR 200 APPENDIX II (B)</p>
<p>None</p>	<p>Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the Contractor agrees as follows:</p> <p>(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</p>	<p>2 CFR 200 APPENDIX II I and 41 CFR §60-1.4(b)</p>

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.

	<p>(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:</p> <p>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.</p> <p>The [recipient] 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 [recipient] 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.</p> <p>The [recipient] 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.</p> <p>The [recipient] 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 [recipient] 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 [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.</p>	
<p>>\$2,000</p>	<p>Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages</p>	<p>2 CFR 200 APPENDIX II (D)</p>

	<p>specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each Contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p>	
>\$100,000	<p>Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.</p>	2 CFR 200 APPENDIX II (E)
None	<p>Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.</p>	2 CFR 200 APPENDIX II (F)
>\$150,000	<p>Clean Air Act (42 U.S.C. 7401-7671g.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671g) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p>	2 CFR 200 APPENDIX II (G)
>\$25,000	<p>Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989</p>	2 CFR 200 APPENDIX II (H)

	Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352 . Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.216.	2 CFR 200 APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
>\$10,000	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.	2 CFR 200.323
>\$100,000	<p><i>§135.38 Section 3 clause</i> <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p> <p>A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p> <p>C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see</p>	

	<p>the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p> <p>D. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any Subcontractor where the Contractor has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 CFR part 135.</p> <p>E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.</p> <p>F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.</p> <p>G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).</p>	
None	<p>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:</p> <p>Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:</p> <ol style="list-style-type: none"> (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). 	2 CFR 200.216

	<p>(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).</p> <p>(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.</p> <p>(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.</p> <p>(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.</p> <p>(c) See Public Law 115-232, section 889 for additional information.</p> <p>(d) See also § 200.471.</p>	
None	<p>As appropriate and to the extent consistent with law, the non-Federal entity 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 (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:</p> <p>(1) "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.</p> <p>(2) "Manufactured products" means 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.</p>	2 CFR 200.322(a)(b)(1)(2)
None	<p>The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.</p>	2 CFR 200.112
None	<p>The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal</p>	2 CFR 200.336

	entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.	
None	<p>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <p>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> <p>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</p> <p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</p> <p>(6) Requiring the prime Contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.</p>	2 CFR 200.321
None	<p>Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:</p> <p>(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.</p> <p>(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.</p> <p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.</p> <p>(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p>	2 CFR 200.334

	<p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p> <p>(2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p>	
None	<p>CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 2270.0052, 2270.0102, or 2270.0152. In accordance with Texas Government Code, Chapter 2252, Subchapter F, Respondent hereby represents and warrants that it is not a company identified on the lists prepared and maintained under Texas Government Code §§ 2270.0052 (companies with business operations in Sudan), 2270.0102 (companies with business operations in Iran), or 2270.0152 (companies known to have contracts with or provide supplies or services to a foreign terrorist organization). Notwithstanding the foregoing, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or to a foreign terrorist organization, is not subject to contract prohibition under this clause. A company claiming such exemption must submit the official copy of the declaration.</p>	Texas Government Code 2252.152
>\$100,000	<p>PROVISION REQUIRED IN CONTRACT. (a) This section applies only to certain solicitations and contracts. Section 2271.002 of the Texas Government Code states the following:</p> <p>(a) This section applies only to a contract that:</p> <p>(1) is between a governmental entity and a company with 10 or more full-time employees; and</p> <p>(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.</p> <p>(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:</p> <p>(1) does not boycott Israel; and</p> <p>(2) will not boycott Israel during the term of the contract. Section 2271.001(2) of the Government Code defines "company" to be the meaning assigned by Section 808.001 of the Texas Government Code, except that the term does not include a sole proprietorship.</p>	Texas Government Code 2271.002
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of federal funds. If no such funds are awarded, the contract shall terminate.	Optional

	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201
	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.

BYRD ANTI-LOBBYING CERTIFICATION

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

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

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

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

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

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

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

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

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

<p>REQUIRED FORM <u>Bidder:</u> Please complete this form and include with bid submission.</p>
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SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

The following requirements and instructions supersede General Requirements where applicable.

1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

One (1) Original and one (1) Bid Copy; with all copies to include a Completed Copy of this Specifications Packet **in its entirety.**

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

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

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

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

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

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

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

All submissions must be received by 11:00 am CT, Wednesday, September 4, 2024.

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

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

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

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

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

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

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

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

COUNTY HOLIDAYS (2024):

January 15 (Monday) - Martin Luther King, Jr. Day
March 29 (Friday) - Good Friday
May 27 (Monday) - Memorial Day
June 19 (Wednesday) - Juneteenth
July 4 (Thursday) - Independence Day
September 2 (Monday) - Labor Day
November 11 (Monday) - Veteran's Day
November 28 & 29 (Thursday & Friday) - Thanksgiving
December 25 & 26 (Wednesday & Thursday) Christmas
January 1, 2025 (Wednesday) - New Year's

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

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

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

2. PRE-BID MEETING AND WALK-THROUGH.

Due to the nature of this Bid, a Pre-Bid Conference will not be held for this project.

3. QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to **Cindy Greene, Contract Specialist** at: Cynthia.greene@jeffcotx.us. If no response within 72 hours, contact **Deborah Clark, Purchasing Agent** at deb.clark@jeffcotx.us. The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, **Friday, August 23, 2024.**

4. VENDOR REGISTRATION (System for Award Management).

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

In instances where a vendor has either an “Inactive” SAM Registration or is not currently registered with the System for Award Management, the Purchasing Department may *initially* accept proof (printout from the SAM website) that the vendor has begun the registration process in order for the IFB/RFQ/RFP submission to be considered as “responsive” to the specifications for the project. However, the SAM Registration must be completed (showing “active” status, with no exclusions) prior to the award and/or execution of an agreement or contract for the project.

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

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

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

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

Vendors must enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

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

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

A sample of a completed FORM 1295 is included on **PAGE 30**.

FORM 1295 Implementation Background:

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

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

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

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

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

FORM 1295 EXEMPTIONS:

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

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

A completed Form 1295 is not required for:

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

SAMPLE COMPLETED FORM 1295

VENDOR: FORM 1295 MUST BE COMPLETED/SUBMITTED ON TEXAS ETHICS COMMISSION WEBSITE. HARD COPY OF FORM 1295 IS TO BE PRINTED, COMPLETED, SIGNED, AND SUBMITTED WITH BID/PROPOSAL/AGREEMENT/CONTRACT. JEFFERSON COUNTY WILL CONFIRM RECEIPT OF COMPLETED HARD COPY WITH THE TEXAS ETHICS COMMISSION.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	OFFICE USE ONLY
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. VENDOR: ENTER YOUR BUSINESS NAME, CITY, STATE, AND COUNTRY HERE	Must file online at www.ethics.state.tx.us/File
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. JEFFERSON COUNTY, TEXAS	

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
VENDOR: ENTER BID/PROPOSAL/CONTRACT/AGREEMENT REF# AND TITLE HERE

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIES.		X	
VENDOR: WORKERS (OR NON-OWNERS) IN YOUR COMPANY ARE INTERMEDIARY PARTIES.			X

5 Check only if there is NO Interested Party. **CHECK BELOW IF APPLICABLE**

6 UNSWORN DECLARATION **VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION.**

My name is _____, and my date of birth is _____.

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.

Signature of authorized agent of contracting business entity (Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017
NOTE: JEFFERSON COUNTY WILL KEEP A COPY OF THIS FORM ON FILE FOR EACH BID/PROPOSAL/CONTRACT/AGREEMENT AND EACH VENDOR RESPONDING TO BIDS/PROPOSALS.

BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

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

6. MULTIPLE VENDOR AWARD.

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

7. DELIVERY.

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

8. PAYMENT.

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

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

Invoices shall be submitted to:

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

9. USAGE REPORTS.

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

10. INSURANCE.

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

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

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

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

Minimum Insurance Requirements:

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

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation

Statutory Coverage (See Section 9 Below)

11. WORKERS' COMPENSATION INSURANCE

11.1 Definitions:

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

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

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

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

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

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

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

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

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

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

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

11.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

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

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

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

BIDDER INFORMATION FORM

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

Bid Number & Name: (IFB 24-043/CG) Term Contract for Hydrated Lime for Jefferson County

Bidder's Company/Business Name: _____

Bidder's TAX ID Number: _____

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

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

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

Fax Number (with area code): _____

Email Address: _____

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

Address

City, State, Zip Code

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

SECTION 4: MINIMUM SPECIFICATIONS

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Cindy Greene, Contract Specialist at 409-835-8593 or via email at: cynthia.greene@jeffcotx.us. If no response in 72 hours contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at deb.clark@jeffcotx.us. Please reference Bid Number: IFB 24-043/CG.

SCOPE OF PROJECT:

General

It is the intent of the following minimum specifications to describe Hydrated Lime for Jefferson County and to establish an annual fixed price contract for the purchase of these items on an "as-needed basis." Brand names, where used, are for descriptive purposes. Bidder shall assume specifications to read "or approved equal or better." Alternate brands bid shall be named in the submitted bid. Jefferson County retains sole discretion in determining whether item(s) bid will be considered "equal" or "better."

Description

All work under this contract shall be performed in accordance with all the requirements and specifications given in this contract as well as being under the guidance and direction of the appropriate representative of Jefferson County. Therefore, the contractor shall, at all times, maintain direct and open communication with the appropriate representative of Jefferson County.

Scope

Vendor shall provide hydrated lime for Jefferson County subject to the terms and conditions stated herein for a period of one (1) year from date of award with an option to renew for four (4) additional years.

Sealed tank truck with applicator bar, or as required, delivery shall be quoted price per ton F.O.B. delivered to various locations in Jefferson County, with delivery prepaid and allowed. Bidder bears freight charges.

The County shall reserve the right to reject the bid of any vendor who does not have certified scales, which shall be certified by the Weights and Measures Division of the Department of Agriculture of the State of Texas, or certified by a company duly registered with the said Department of Agriculture. Each load of material sold on a unit weight basis shall be weighed on certified scales. Minimum orders are not acceptable. Alternate bids are not solicited and shall be summarily rejected.

The application rate is 31 lbs./SY (7%).

The successful bidder shall deliver hydrated lime sealed in tank trucks with application bars (spreader bars). Application bars cannot be used in the distribution of "pebble" quicklime, and this product must be "belly dumped." You should be aware that dry lime is very "dusty".

Contract

This bid, when properly accepted by Jefferson County Commissioners' Court, shall constitute a contract equally binding between the successful bidder and Jefferson County. No different or additional terms will become a part of this contract.

Description

This item establishes the requirements for hydrated lime, quicklime and commercial lime slurry of the type and grade considered suitable for use in the treatment of natural or processed materials or mixtures for subgrade, sub-base and base construction.

Types

The various types and grades of lime and lime slurry are identified as follows:

Type A – Hydrated Lime	A dry powdered material consisting essentially of calcium hydroxide.
Type B – Commercial Lime Slurry	A liquid mixture of essentially hydrated lime solids and water in slurry form.
Type C - Quicklime	A dry material consisting essentially of calcium oxide. It shall be furnished in either of two grades which differ in sizing.
Grade DS	“Pebble” quicklime of a gradation suitable for either “Dry Placing” or for use in the preparation of a slurry for “Wet Placing.”
Grade S	Finely-graded quicklime for use in the preparation of a slurry for wet placing.

The lime being furnished under the terms of this specification shall, in addition to all other requirements, also meet the following chemical and physical requirements.

A. Chemical Composition:	Type A	Type B	Type C
Total “active” lime content, percent by weight (i.e., % by wt. Ca(OH) ₂ + % by wt CaO, if present)	90.0 min. ¹	87.0 min. ²	—
Unhydrated lime content, percent by weight	5.0 max	—	87.0 min.
“Free Water” content, percent by weight	5.0 max.	—	—
B. Sizing:	Type A	Type B	Type C
1) Wet sieve requirement, as percent by weight residue:			
Retained on No. 6 (3360 micron) sieve:	0.2 max.	0.2 max. ²	8.0 max. ³
B. Sizing:	Type A	Type B	Type C
Retained on No. 30 (590 micron) sieve:	4.0 max.	4.0 max. ²	—
2) Dry sieve requirement, as percent by weight residue:			
Retained on a 1-inch (25 mm) sieve:	—	—	0.0
Retained on a ¾-inch (19.0 mm) sieve:	—	—	10.0 max.
Retained on a No. 100 (150 micron) sieve:	—	—	Grade DS 80% min. Grade S – No Limits

Note 1: No more than 5.0% by weight CaO (unhydrated lime) will be allowed in determining the total “active” lime content.

Note 2: In “solids content” of the slurry.

Note 3: The amount of total "active" lime content, as CaO, in the material retained on the No. 6 sieve must not exceed 2.0 percent by weight of the original Type C lime.

Type B, Commercial Lime Slurry or a slurry prepared at the job site from Type A Hydrated Lime or Type C Quicklime shall be furnished at or above the minimum "Dry Solids" content as prescribed by the Engineer and must be of a consistency that can be handled and uniformly applied without difficulty. The slurry shall be free of liquids other than water and any materials of a nature injurious or objectionable for the purpose intended.

**OFFER AND ACCEPTANCE FORM
OFFER TO CONTRACT**

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer.

We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): _____, _____, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

For clarification of this offer, contact:

Company Name

Address

City State Zip

Signature of Person Authorized to Sign

Printed Name

Title

Name & Title

Phone Fax

E-mail

REQUIRED FORM

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

ACCEPTANCE OF OFFER

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

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

This contract shall henceforth be referred to as Contract No. (IFB 24-043/CG), Term Contract for Hydrated Lime for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

COUNTERSIGNED:

<hr/> Jeff R. Branick, County Judge JEFFERSON COUNTY, TEXAS	<hr/> Date
--	-------------------

ATTEST:

<hr/> Roxanne Acosta Hellberg, County Clerk JEFFERSON COUNTY, TEXAS	<hr/> Date
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**BIDDER: INSERT ALL ADDENDA BEHIND THIS PAGE.
PLEASE BE SURE TO COMPLETE, SIGN, ATTEST, AND DATE EACH ADDENDUM.**

BID FORM

Item	Description	Price per Ton F.O.B. Delivered Various Locations in Jefferson County
1	264.2 Type A Hydrated Lime	\$ _____ per ton
2	264.2 Type B Commercial Lime Slurry	\$ _____ per ton
3	264.2 Type C Quicklime Grade DS	\$ _____ per ton
4	264.2 Type D Quicklime Grade S	\$ _____ per ton

BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):

Addendum 1 _____ Date Received _____

Addendum 2 _____ Date Received _____

Addendum 3 _____ Date Received _____

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

REQUIRED FORM

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

VENDOR REFERENCES FORM

Bidder: Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

REQUIRED FORM

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

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work:

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work:

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

SIGNATURE PAGE

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

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

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

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

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

Bidder (Entity Name)

Signature

Street & Mailing Address

Print Name

City, State & Zip

Date Signed

Telephone Number

Fax Number

E-mail Address

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

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	Date Received	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>		
<p>4</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity Date</p>		

Adopted 8/7/2015

REQUIRED FORM

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

**LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY**

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

Adopted 8/7/2015

**THIS FORM IS FOR
OFFICE USE ONLY**

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

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

Yes No

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

Did the Prime Contractor/Consultant . . . ?

- | | | |
|------------------------------|-----------------------------|---|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 2. Notify in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 3. Provide HUBs that were genuinely interested in bidding on a Subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the Prime Contractor/Consultant's organization)? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 4. Negotiate in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive Bidders? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 5. Document reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 6. If Prime Contractor/Consultant has zero (0) HUB participation, please explain the reasons why. |

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

Printed Name of Authorized Representative

Signature

Title

Date

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

**NOTICE OF INTENT (NOI) TO SUBCONTRACT WITH
HISTORICALLY UNDERUTILIZED BUSINESS (HUB)**

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

Yes No

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract.

Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: _____ HUB: Yes No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

Printed Name of Contractor Representative Signature of Representative Date

Printed Name of HUB Signature of Representative Date

Note: Nothing on this Notice of Intent Form is intended to confer any rights, expressed or implied, to any third parties.
Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

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

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUCONTRACTING PARTICIPATION DECLARATION FORM**

PAGE 1 OF 4

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

Yes No

Prime Contractor: _____ HUB: Yes No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

REQUIRED FORM

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

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM**

HUB Subcontractor Disclosure

PART I: Continuation Sheet (Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
 Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
 Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

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

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM**

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

Instructions to Bidder: Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM**

Subcontractor Name: _____

Address: _____
 Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
 Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

Contact person that will be in charge of invoicing for this project:

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

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

RESIDENCE CERTIFICATION/TAX FORM

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

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

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

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

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

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

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

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

HOUSE BILL 89 VERIFICATION

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

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

Pursuant to Section 2270.002, Texas Government Code:

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

Signature of Company Representative

Date

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

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

Notary Seal

Notary Signature

Date

<p style="text-align: center;">REQUIRED FORM <u>Bidder</u>: Please complete this form and include with bid submission.</p>
--

SENATE BILL 252 CERTIFICATION

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

Company Name

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

**THIS FORM IS FOR
OFFICE USE ONLY**

BID AFFIDAVIT

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

STATE OF _____ COUNTY OF _____

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

on this day personally appeared _____, who
(name)

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

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

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

Name and address of Bidder: _____

Fax: _____ Telephone# _____

by: _____ Title: _____
(print name)

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named

_____ on

this the _____ day of _____, 20__.

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

Notary Public in and for
the State of _____

Preliminary Tabulation
 IFB 24-032/MR
 Term Contract for Herbicides for Jack Brooks Regional Airport
 Bid Opening: July 10, 2024

Item	Description	Red River Specialties, LLC				Opterra Solutions				SiteOne Landscape Supply			
		Container Size	Brand bid	MSDS Labels Attached	Price per Container	Container Size	Brand bid	MSDS Labels Attached	Price per Container	Container Size	Brand bid	MSDS Labels Attached	Price per Container
1	POLARIS or equivalent	2.5 Gallon	Arsenal Herbicide	Yes	\$146.10	2.5 Gallon	Polaris	Yes	\$146.50	2.5 Gallon	Nufarm	Yes	\$380.28
2	Roundup or equivalent	2.5 Gallon	Ranger Pro	Yes	\$37.25	2.5 Gallon	GlyStar Plus	Yes	\$40.75	2.5 Gallon	Ranger Pro	Yes	\$44.04
3	Opensight	1.25 Pounds	Opensight	Yes	\$122.50	1.25 Pounds	Opensight	Yes	\$122.00	1.25 Pounds	No Bid	No Bid	No Bid
4a	Esplanade 200 SC	Quart	Esplande 200 SC	Yes	\$415.36	Quart	Esplande	Yes	\$415.36	Quart	No Bid	No Bid	No Bid
4b	Esplanade 200 SC	2.5 Gallon	Esplande 200 SC	Yes	\$3,772.80	2.5 Gallon	Esplande	Yes	\$3,772.80	2.5 Gallon	No Bid	No Bid	No Bid
5	Oust Extra or equivalent	4 Pounds	Oust Extra	Yes	\$103.25	4 Pounds	SFM Extra	Yes	\$116.00	4 Pounds (Bid on 3 Pounds)	Bayer	Yes	\$202.28
6	Sunset Sufactant or equivalent	2.5 Gallon	Sunset	Yes	\$34.40	2.5 Gallon	Sunset	Yes	\$50.00	2.5 Gallon	LESCO	Yes	\$51.00
7a	Plateau or equivalent	2.5 Gallon	Plateau	Yes	\$282.20	2.5 Gallon	Panoramic	Yes	\$287.50	2.5 Gallon (Bid on 1 Gallon)	BASF	Yes	\$145.00
7b	Plateau or equivalent	5 Gallon	Plateau	yes	\$564.40	5 Gallon	No Bid	No Bid	No Bid	5 Gallon	No Bid	No Bid	No Bid
8	24-D or equivalent	2.5 Gallon	Weedar 64	yes	\$38.20	2.5 Gallon	2,4D Amine	Yes	\$40.00	2.5 Gallon	No Bid	No Bid	No Bid
9	Garlon 4 or equivalent	2.5 Gallon	Element	yes	\$155.00	2.5 Gallon	Garlon 4	Yes	\$130.00	2.5 Gallon	No Bid	No Bid	No Bid

Red River Specialties, LLC
 1324 North Hearne Ave, Ste 120
 Shreveport, LA 71107
 Attn: Chad Chambliss
 318-425-5944
chad.chambliss@azelis.com

Opterra Solutions, Inc.
 270 Bruner Rd.
 Lexington, SC 29072
 Attn: Lance Daniel
 803-957-8989
bids@opterrasolutions.com

SiteOne Landscape Supply
 1385 East 36th Street
 Cleveland, OH 44114
 Attn: Rosalin Santiago
 216-706-9250
bids@siteone.com

Jefferson County makes no claim that this bid tabulation represents anything other than the information read aloud at the public opening. The County has not checked the bids for errors, or made any determinations that the solicitations meet all requirements. In the case of a discrepancy between information on this tabulation and the original hard-copy document, the original hard copy shall prevail.

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Term Contract for Herbicides for Jack Brooks Regional Airport. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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

This contract shall henceforth be referred to as Contract No. IFB 24-032/MR, Term Contract for Herbicides for Jack Brooks Regional Airport. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

COUNTERSIGNED:



Jeff R. Branick, County Judge
JEFFERSON COUNTY, TEXAS

7/30/2024

Date

ATTEST:



Roxanne Acosta Hellberg, County Clerk
JEFFERSON COUNTY, TEXAS

7/31/2024

Date



**OFFER AND ACCEPTANCE FORM
OFFER TO CONTRACT**

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer.

We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): _____, _____, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

Red River Specialties, LLC.

Company Name

For clarification of this offer, contact:

1324 North Hearne Ave. Ste., 120

Address

Chad Chambliss

Name & Title

Shreveport LA 71107

City

State

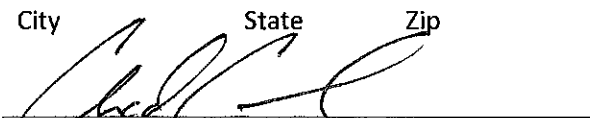
Zip

409-224-9332

Phone

318-227-3032

Fax


Signature of Person Authorized to Sign

chad.chambliss@azelis.com

E-mail

Chad Chambliss

Printed Name

Bid Manager

Title

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

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Term Contract for Herbicides for Jack Brooks Regional Airport. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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

This contract shall henceforth be referred to as Contract No. IFB 24-032/MR, Term Contract for Herbicides for Jack Brooks Regional Airport. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

COUNTERSIGNED:



Jeff R. Brarick, County Judge
JEFFERSON COUNTY, TEXAS

7/30/2024

Date

ATTEST:



Roxanne Acosta Hellberg, County Clerk
JEFFERSON COUNTY, TEXAS

7/31/2024

Date



**OFFER AND ACCEPTANCE FORM
OFFER TO CONTRACT**

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer.

We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): 1 _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

Opterra Solutions, Inc

Company Name

270 Bruner Rd

Address

Lexington, SC 29072

City State Zip

Lance Daniel

Signature of Person Authorized to Sign

Lance Daniel

Printed Name

COO

Title

For clarification of this offer, contact:

Lance Daniel, COO

Name & Title

803-957-8989

Phone Fax

bids@opterrasolutions.com

E-mail

REQUIRED FORM

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

**CONTRACT RENEWAL FOR IFB 22-031/MR
TERM CONTRACT FOR TEMPORARY CANTEEN (MEAL
CATERING) DISASTER/EMERGENCY FOR JEFFERSON COUNTY**

The County entered into a contract with Cajun Flavor, Inc. for one (1) year, from August 16, 2022 to August 15, 2023, with an option to renew the contract for up to a three (3) year period.


Pursuant to the contract, Jefferson County hereby exercises its second and final one-year option to renew the contract for one (1) additional year from August 14, 2024 to August 13, 2025.

ATTEST:



Roxanne Acosta Hellberg, County Clerk

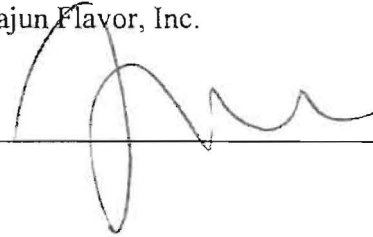
JEFFERSON COUNTY, TEXAS



Jeff Branick, County Judge



CONTRACTOR:
Cajun Flavor, Inc.




**CONTRACT RENEWAL FOR IFB 22-033/MR
TERM CONTRACT FOR ASPHALT PRODUCTS FOR JEFFERSON
COUNTY**

The County entered into a contract with Martin Asphalt Company for one (1) year, from August 2, 2022 to August 1, 2023, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its second one-year option to renew the contract for one (1) additional year from July 31, 2024 to July 30, 2025.

ATTEST:

JEFFERSON COUNTY, TEXAS



Roxanne Acosta Hellberg, County Clerk



Jeff Branick, County Judge



CONTRACTOR:
Martin Asphalt Company





JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

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

CONTRACT EXTENSION REQUEST

July 9, 2024

Western- BRW Paper Co.-Bosworth Papers
Attention: Joseph T Jordan
10425 Okanella Street, #600
Houston, TX 77041

Re: (IFB 19-038/YS), Term Contract for Paper Stock and Envelopes for Jefferson County

Dear Mr. Jordan:

Please be advised the above-referenced contract for Jefferson County will expire on **September 4, 2024**. It is requested that your company extend your current contract for an additional 45 days, to expire October 19, 2024.

Please sign the acknowledgment below to indicate your agreement and return to our office by Wednesday, July 24, 2024. Jefferson County appreciates your cooperation with this extension.

Best regards,

Sincerely,

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

DC: eg

Price Extension Received and Accepted: July 12, 2024
Date

Project Number: IFB 19-038/YS

Contractor: Western-BRW Paper Co.-Bosworth Papers

Signature:

Print Name and Title: Joseph T. Jordan Vice President

ATTEST:

Tax Supported Business
JEFFERSON COUNTY, TEXAS

Roxanne Acosta Hellberg, County Clerk Jeff R. Branick, County Judge



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

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

CONTRACT EXTENSION REQUEST

July 9, 2024

Lindenmeyr Monroe
Attention: Eva Pillow
1601 Valley View Ln.
Dallas, TX 75234

Re: (IFB 19-038/YS), Term Contract for Paper Stock and Envelopes for Jefferson County

Dear Ms. Pillow:

Please be advised the above-referenced contract for Jefferson County will expire on **September 4, 2024**. It is requested that your company extend your current contract for an additional 45 days, to expire October 19, 2024.

Please sign the acknowledgment below to indicate your agreement and return to our office by Wednesday, July 24, 2024. Jefferson County appreciates your cooperation with this extension.

Best regards,

Sincerely,

Deborah Clark

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

DC: cg

Price Extension Received and Accepted: 07/19/2024
Date

Project Number: IFB 19-038/YS

Contractor: Lindenmeyr Monroe

Signature: *Eva Pillow*

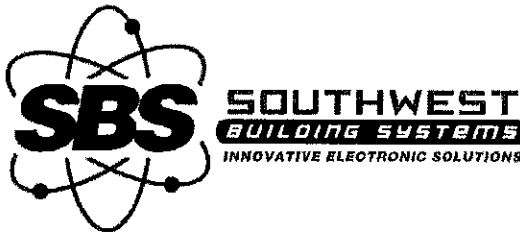
Print Name and Title: Eva Pillow Sales Rep

ATTEST:

JEFFERSON COUNTY, TEXAS

Roxanne Acosta Hellberg, County Clerk

Jeff R. Branick, County Judge



809 Highway 327 East
Silsbee, Texas 77656
Phone: (409) 385-3971
Fax: (409) 385-5550
www.sbstx.net

Date: 07/19/2024
To: Jefferson County Emergency Management
Re: Data & Equipment for Emergency Management Office

Southwest Building Systems (SBS) is pleased to provide this informational correspondence quotation for the above referenced project.

Scope of Work – Installing the following data drops, data equipment, wall rack and additional monitor for the A/V system:

Make	Model #	Description	Qty	Unit Cost	Extended
Middle Atlantic	DWR-18-22	DWR Series Pivoting Wall Rack	1	\$ 1,157.40	\$ 1,157.40
Middle Atlantic	VFD-18	18RU Vented Front Door for DWR Rack	1	\$ 395.10	\$ 395.10
Wave Solutions, LLC.	----->	<ul style="list-style-type: none"> • (24) White Belden Keystone Jacks • (1) 24 Port Patch Panel • (2) Network Feather Plate • (11) Keystone Swap for Floor Boxes • (11) Relocate Drops from Network Rack to A/V System Rack • (3) CAT6 Belden Cable • (24) Patch Cables to A/V Switch • (1) Data Drop for 43" Display Location 	1	\$ 7,463.00	\$ 7,463.00
Samsung	LH43QMCEBGCXGO	43" UHD Commercial Display	1	\$ 1,260.00	\$ 1,260.00
Peerless	DS-VW775-QR	Wall Mount for 43" Display	1	\$ 548.80	\$ 548.80
Visionary	D5200	A/V System Decoder	1	\$ 1,113.00	\$ 1,113.00
Freight:					\$ 146.09
SBS Labor, Programming, Miscellaneous, Travel & Overhead:					\$ 2,706.61
Total Price (tax excluded):					\$ 14,790.00

SBS is an approved Vendor for Southeast Texas Purchasing Coop Region 5 A/V Category# 20230702

Please Note:

- Any necessary electrical, conduit & boxes will need to be provided by others.
- Any cable boxes will need to be provided and set up by TV provider.

Proposal accepted by: _____ Date: _____ P.O. # _____

Attached with quotation please review the SBS include/exclude form as an integral part of this bid.

Special Instructions: This quote is valid for **30** days from the above date. After this date, please contact our office for a revised quotation.

Terms: 25% Down, 25% Upon Equipment Arrival, 40% Substantial, 10% Upon Completion. Interest as allowed by law will be assessed for all late payments. Master Card and Visa accepted.

For more information, please visit our web site at: <http://www.sbstx.net>

Sincerely,

Brent Thornhill

INCLUDE, EXCLUDE DISCLAIMER

TAXES	<input type="checkbox"/> INCLUDED	<input checked="" type="checkbox"/> EXCLUDED	<input type="checkbox"/> N/A
INSURANCE	<input checked="" type="checkbox"/> INCLUDED	<input type="checkbox"/> EXCLUDED	<input type="checkbox"/> N/A
LABOR	<input checked="" type="checkbox"/> INCLUDED	<input type="checkbox"/> EXCLUDED	<input type="checkbox"/> N/A
TRANSPORTATION	<input checked="" type="checkbox"/> INCLUDED	<input type="checkbox"/> EXCLUDED	<input type="checkbox"/> N/A
FREIGHT	<input checked="" type="checkbox"/> INCLUDED	<input type="checkbox"/> EXCLUDED	<input type="checkbox"/> N/A
EQUIPMENT	<input checked="" type="checkbox"/> INCLUDED	<input type="checkbox"/> EXCLUDED	<input type="checkbox"/> N/A
DEMOLITION OF EQUIPMENT	<input type="checkbox"/> INCLUDED	<input type="checkbox"/> EXCLUDED	<input checked="" type="checkbox"/> N/A
WARRANTY	<input checked="" type="checkbox"/> INCLUDED	<input type="checkbox"/> EXCLUDED	<input type="checkbox"/> N/A

SBS labor warranty is standard at 1 year

LIGHTNING WARRANTY	<input type="checkbox"/> INCLUDED	<input checked="" type="checkbox"/> EXCLUDED	<input type="checkbox"/> N/A
ABUSE AND MISUSE OF EQUIPMENT	<input type="checkbox"/> INCLUDED	<input checked="" type="checkbox"/> EXCLUDED	<input type="checkbox"/> N/A
ACTS OF GOD	<input type="checkbox"/> INCLUDED	<input checked="" type="checkbox"/> EXCLUDED	<input type="checkbox"/> N/A
PER DIEM	<input type="checkbox"/> INCLUDED	<input checked="" type="checkbox"/> EXCLUDED	<input type="checkbox"/> N/A
NORMAL HOURS	<input checked="" type="checkbox"/> INCLUDED	<input type="checkbox"/> EXCLUDED	<input type="checkbox"/> N/A
OVERTIME	<input type="checkbox"/> INCLUDED	<input checked="" type="checkbox"/> EXCLUDED	<input type="checkbox"/> N/A
CONDUIT	<input type="checkbox"/> INCLUDED	<input checked="" type="checkbox"/> EXCLUDED	<input type="checkbox"/> N/A
COND. SLEEVES	<input type="checkbox"/> INCLUDED	<input checked="" type="checkbox"/> EXCLUDED	<input type="checkbox"/> N/A
CAULKING	<input type="checkbox"/> INCLUDED	<input type="checkbox"/> EXCLUDED	<input checked="" type="checkbox"/> N/A
BACKBOXES	<input type="checkbox"/> INCLUDED	<input checked="" type="checkbox"/> EXCLUDED	<input type="checkbox"/> N/A
STANDARD BACKBOXES	<input type="checkbox"/> INCLUDED	<input checked="" type="checkbox"/> EXCLUDED	<input type="checkbox"/> N/A
STUB UPS	<input type="checkbox"/> INCLUDED	<input checked="" type="checkbox"/> EXCLUDED	<input type="checkbox"/> N/A
WIRING	<input checked="" type="checkbox"/> INCLUDED	<input type="checkbox"/> EXCLUDED	<input checked="" type="checkbox"/> N/A
PLENUM CABLE	<input type="checkbox"/> INCLUDED	<input checked="" type="checkbox"/> EXCLUDED	<input type="checkbox"/> N/A
MISC. HARDWARE	<input checked="" type="checkbox"/> INCLUDED	<input type="checkbox"/> EXCLUDED	<input type="checkbox"/> N/A
120VAC	<input type="checkbox"/> INCLUDED	<input checked="" type="checkbox"/> EXCLUDED	<input type="checkbox"/> N/A
POWER COND.	<input type="checkbox"/> INCLUDED	<input checked="" type="checkbox"/> EXCLUDED	<input type="checkbox"/> N/A

SCAFFOLDING INCLUDED EXCLUDED N/A

LIFT DEVICES INCLUDED EXCLUDED N/A

CADD DRAWINGS INCLUDED EXCLUDED N/A

SUBMITTALS INCLUDED EXCLUDED N/A

QUANTITY INCLUDED: _____

OWNER'S MANUAL INCLUDED EXCLUDED N/A

QUANTITY INCLUDED: _____

EXTRAS INCLUDED EXCLUDED N/A

Proposal for Property Insurance Valuation Services to:

Jefferson County, Texas

July 22, 2024

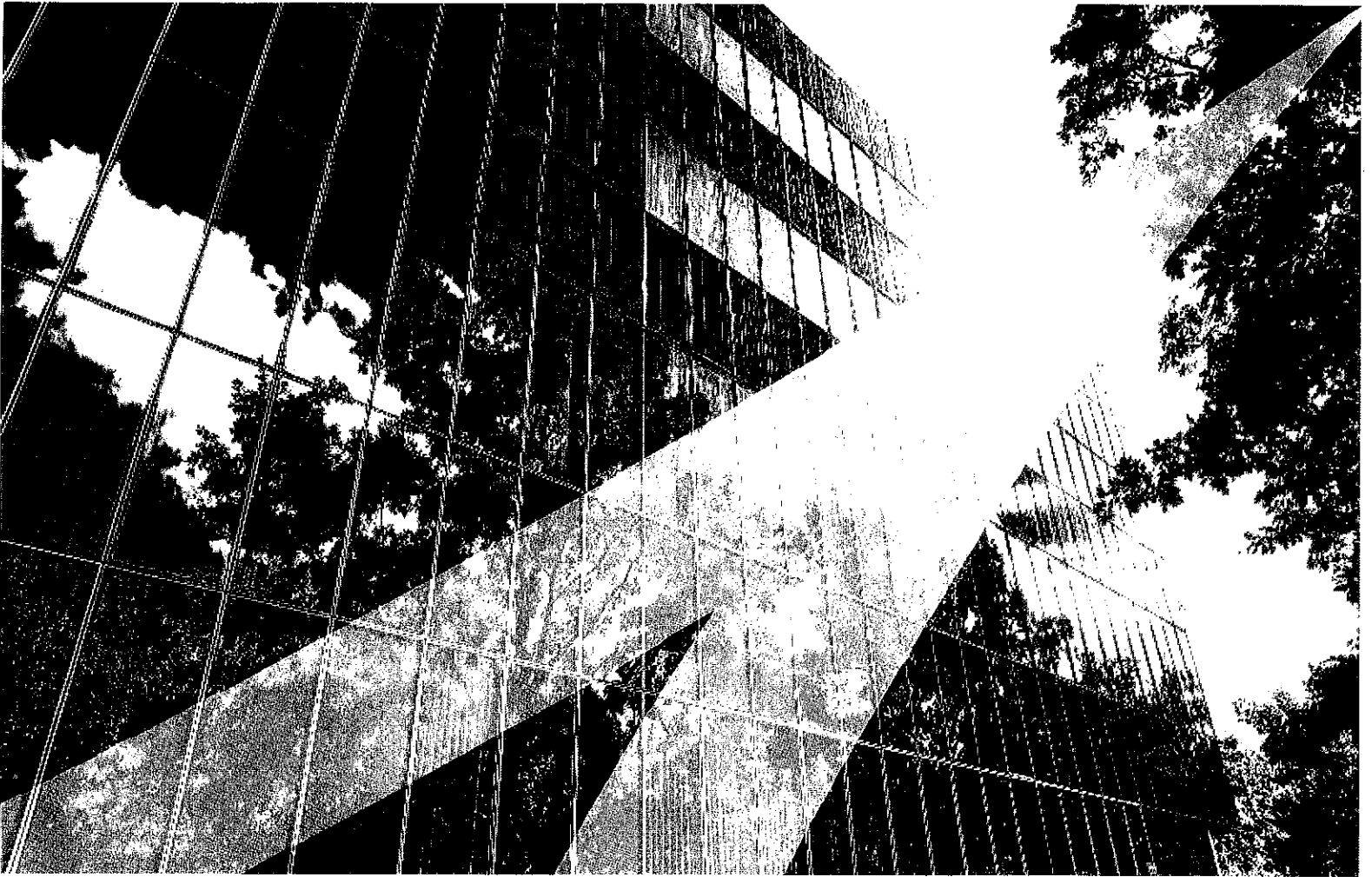


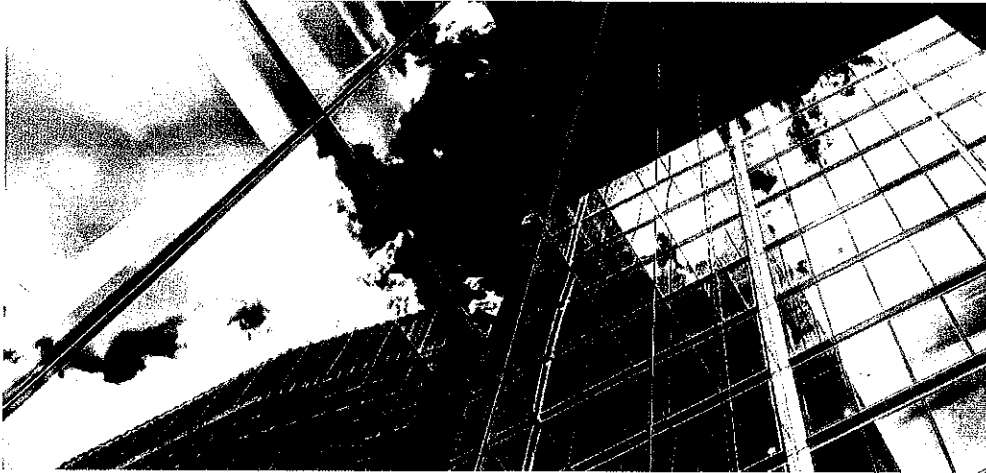
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CBIZ Valuation Group QUALIFICATIONS

CBIZ Valuation Group, LLC is a wholly owned subsidiary of CBIZ, Inc. (NYSE:CBZ)



About CBIZ Valuation Group

Our Specialties

- Property valuation services
- Tangible asset valuation
- Business valuation
- Financial valuation

Our Clients

- Fortune 1000 companies
- Governmental
- Health care
- Utilities
- Manufacturing facilities
- Religious & non-profit
- Risk sharing consortiums

We specialize in designing and executing valuation programs to assist in addressing various insurance reporting requirements.

CBIZ, Inc.



A **\$1.4 billion+**, publicly traded company delivering top-level financial and employee business services to organizations of all sizes, as well as individual clients.

Provides national caliber expertise combined with highly personalized service delivered at the local level.

6,500+

Team Members

120+

Offices

located in major metropolitan areas and suburban cities throughout the U.S.





July 22, 2024

Mr. Adan Perez, Jr.
Risk & Benefits Manager
Jefferson County, Texas
215 Franklin St., Suite 202
Beaumont, TX 77791

Re: Insurance Valuation Services

Dear Mr. Perez:

CBIZ Valuation Group, LLC (CVG) is pleased to submit our proposal to provide professional data collection and property valuation services for Jefferson County, Texas ("County"). Our proposal has been prepared based on our understanding of your needs and our experience in assisting similar entities for similar purposes.

Purpose of Engagement

It is our understanding that this analysis will be used by Management of the County to address certain property insurance valuation and underwriting data collection reporting requirements for **Replacement Cost New**. The effective date of the valuation will be the last day of our on-site inspection.

Scope & Methodology

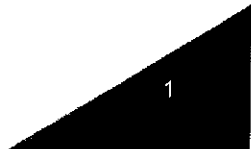
The scope of the proposed consulting services is limited to the following tangible assets outlined in this proposal.

- **Buildings & Structures:** CVG will complete a physical inspection and valuation of buildings and structures identified on the attached property addendum. During the inspections, Construction Occupancy Protection Exposure (COPE) data will be observed and collected. Square footage will be calculated using a combination of physically measuring, conducting take-offs of blueprints or information made available by the County. Digital photos will be taken of each structure inspected and incorporated into our reports and work files. For each structure inspected, CVG will collect specific data elements to include the following, as applicable:
 - Building name
 - Address
 - Latitude/longitude
 - Digital photos
 - Building construction class (ISO)
 - Gross square footage
 - Basement square footage
 - Number of stories
 - Occupancy
 - Year built
 - Roofing materials
 - Roof geometry
 - Roof pitch
 - Roof frame type
 - Exterior wall finish
 - Building services
 - Elevators
 - Automatic fire alarms
 - Manual fire alarms
 - Sprinkler fire protection
 - Security alarms
 - Additions/renovations

Tangible assets not identified above will be excluded from the engagement.

CBIZ Valuation Group, LLC
4851 LBJ Freeway
Dallas, TX 75244

Phone: 972.561.9065
cbiz.com/valuation



Client Participation

We understand that your time is valuable and you are relying on our experience to complete this engagement in a timely and efficient manner with minimal disruption to your daily operations. To facilitate this, prior to the start of fieldwork we will schedule a call with the designated engagement contact for your organization to discuss the following:

- Safety protocols & requirements
- Obtaining access to each building
- Applicable security access badges and/or documents needed to access facilities
- Scheduling protocol
- Access to plans, drawings, blueprints, and other records

Schedule

Upon receipt of an executed agreement, we will work with the County to determine a mutually agreed-upon start date for commencement of the fieldwork portion of the engagement. This engagement will require cooperation, continued access, and timely receipt of requested information from the County. Delays in obtaining requested information or access to facilities may impact the completion of the engagement. Our reports will be available in approximately 60-90 days from the completion of the engagement fieldwork.

Standards of Value

Replacement Cost New, as applicable to insurance valuations, is the cost required to produce a property of like kind and materials at one time in accordance with current market prices for materials, labor and manufactured equipment, contractors' overhead, profit and fees, but without provisions for overtime or bonuses for labor and premiums for materials. We will not take into consideration compliance with state or local ordinances or costs associated with demolition of property or the removal of debris. Partial losses may result in higher replacement costs as partial losses often require a substantial amount of repair in conjunction with the replacement process.

After gathering the applicable building data, we will rely on the direct cost approach to estimate the insurable value of the buildings. Our valuation will utilize a variety of sources that include the use of proprietary and third-party software, proprietary databases, engineering manuals, technical pricing subscriptions, discussions with contractors and various publications. These include Marshall & Swift/Boeckh, Design Cost Data, Engineering News-Record, and R.S. Means. As needed, we also consult with local and regional architectural and engineering firms. This process allows CVG to make regional adjustments to costs that may not be readily available through national publications and estimating systems.

Deliverables

Reports will be provided in an electronic (.PDF) format and delivered via e-mail to the County representative as designated on the authorization page of this proposal. Final reports will include the following and will be expressly subject to the Terms and Conditions found within this proposal:

- **Transmittal Letter** summarizing the scope, methodology and valuation conclusions
- **Valuation Comparison Report** comparing the County's reported values with CVG appraised values
- **Building Summary Report** showing all inspected structures by location
- **Building Detail Report** highlighting all data collected with digital photo of each structure inspected
- **Standard Master Data File** (Excel format) containing the information collected for all inspected buildings and structures

ENGAGEMENT FEE & CLIENT ACCEPTANCE

Our estimated fee, including expenses to provide for professional data collection and valuation services, is listed below. Our fee estimate is based on the property schedule and square footage found in Appendix B, as reported by the County.

Service

Fee for Individual Service

	Fee
Valuation of buildings/structures identified on the attached property addendum	\$13,395

The fees for the professional services outlined within this agreement shall remain in effect for a period not greater than 90 days from the date of this proposal. As a publicly traded company, CVG retains client records and work files for a period of seven (7) years.

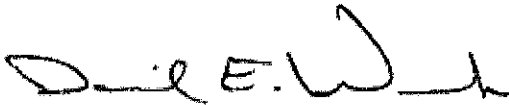
If conditions beyond our control are encountered, or if the scope of the engagement is expanded beyond its original requirements such that we will require additional time and fees not presently estimated in our work plan, we will notify you before proceeding to arrange a mutually-acceptable revision in our fees. If a decision is made by you to discontinue work on an engagement, our fees will be based upon the actual consultant hours and expenses incurred as of that date. Our fees include a standard allotment of 120 minutes of phone support for the County. Any subsequent meetings/conversations or other service requests, including activities and expenses outside the scope of our technical proposal, will be billed separately at our standard hourly rates and in accordance with CVG's standard expense practices. Services requested after the issuance of our reports, such as meetings, planning, testimony and other services, will be billed separately at our normal hourly rates and in accordance with our normal expense practices. Fees for valuation report updates will be based upon our standard hourly rates plus expenses incurred.

We will bill by the progress of the project. CBIZ Valuation Group, LLC reserves the right to suspend or terminate this engagement for the County's failure to make timely payment. Should any invoice remain unpaid beyond 60 days, professional activity will cease until payment is received.

We appreciate the opportunity to submit our proposal and look forward to working with you on this important engagement.

Respectfully submitted,

CBIZ VALUATION GROUP, LLC



David E. Werch, ASA
Managing Director
Phone: 972.406.6932
Email: dwerch@cbiz.com

Please be sure to:
1. Sign, date, and specify report recipient name and email address below
2. Return signed engagement:
Email to: kjaeger@cbiz.com
Or mail to:
CBIZ Valuation Group, LLC
Attn: Kathy Jaeger
W227 N16867 Tillie Lake Court, Suite 201
Jackson, WI 53037

Client Acceptance

I have read the terms of this agreement and hereby authorize this assignment

ACCEPTED this _____ day of _____, 2024
Date

Jefferson County, Texas
Client

By: Signature _____ Printed Name _____ Title _____

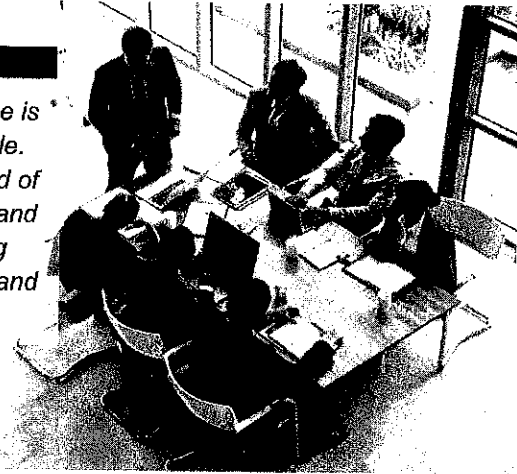
Final reports will be emailed to authorizer or other County designee at the email address provided here:

Report Recipient Email Address _____ Report Recipient Name (if different from authorizer above) _____

The fees for the professional services outlined within this agreement shall remain in effect for a period not greater than 90 days from the date of this proposal.

CBIZ VALUATION GROUP TEAM

Our Firm's ability to provide quality, efficient and timely service is largely dependent upon the skills and experience of our people. Our team has a proven record of bringing the necessary blend of technical competence, industry experience, innovative ideas and value-added services to our clients. Our philosophy of utilizing highly experienced personnel allows us to perform efficiently and enables us to provide unmatched quality.



Our Team

The team below will be responsible for the services provided to the County. They will be assisted by other qualified consulting professionals as necessary.



David E. Werch, ASA

Managing Director

4851 LBJ Freeway, Suite 800
Dallas, TX 75244
Phone: 972.406.6932
dwerch@cbiz.com

David is a Managing Director in the Tangible Asset Practice of CBIZ Valuation Group. He has more than 30 years of valuation experience throughout the United States, Mexico, Europe and South America. David has extensive experience in valuing industrial/manufacturing properties, buildings and machinery and equipment for insurance, financial reporting, property tax and purchase price allocation purposes. He has also provided litigation support and expert witness testimony for his clients in healthcare, agriculture and printing industries.

He has served clients in various industries, including medical/healthcare, metal working, plastics, printing, and utility industries. Prior to joining CBIZ Valuation Group, he was employed by a large global appraisal consulting firm, where he began as a senior manager and then became managing principal, responsible for growing a newly created regional practice that he started. He also worked for Valuation Resource Management, Inc., where he worked his way up from staff appraiser to regional appraiser manager. He first began his career as a staff appraiser/tax consultant at Alliance Appraisal Group.

He earned a Bachelor of Business Administration degree in real estate from Baylor University. He is a member of the American Society of Appraisers and holds the designation of Accredited Senior Appraiser (ASA) in the discipline of Machinery & Technical Specialties/Machinery and Equipment. He is also a Practicing Affiliate with the Appraisal Institute.



Brian Roe
Managing Director

225 West Wacker Drive, Suite 2000
Chicago, IL 60606
Phone: 312.602.6656
Mobile: 847.217.1745
brian.roe@cbiz.com

Brian is a well versed valuation professional with over 30 years' experience in providing consultation and valuation advisory services for purposes of audit compliance, fixed asset management, insurance, and regulatory compliance, including real estate and equipment related to schools, universities, hospitals, nursing homes, water and wastewater utilities, municipalities, park districts, and infrastructure. Clients include manufacturer, gaming, insurance risk pools, healthcare, educational, and state and local governments, including special districts and insurance consulting firms. He also has extensive experience in valuing ornate and historical properties and professional sports stadiums.

Brian has been instrumental in positioning the Tangible Asset Practice of CBIZ Valuation Group as one of the leading consulting firms in the insurance valuation and fixed asset consulting services. His ability to recruit and retain a diverse cadre of valuation professionals and align those professionals with innovative, state of the art technology has had a significant impact on CVG's ability to provide high caliber professional services in a timely and effective manner to our existing and new clients.

Brian comes to CBIZ Valuation Group from a large global appraisal consulting firm, where he was a Senior Managing Director and Vice President for the Fixed Asset Management & Insurance Solutions group. Prior to that, he was also President and Director of Professional Services for Assetlink, Inc. He is a member of various professional groups including, Risk Management Society (RIMS), Public Risk Management Association (PRIMA), and University Risk Management and Insurance Association (URMIA).

APPENDIX A: TERMS & CONDITIONS

The terms and conditions of this engagement with CBIZ Valuation Group, LLC ("CBIZ") are subject to and governed by the following Terms and Conditions and other terms, assumptions and conditions contained in the engagement letter.

General

This Agreement forms the entire agreement between the parties relating to the services, and replaces and supersedes any previous engagement letters, proposals, correspondence, understandings or other communications whether written or oral. This agreement shall be binding on all transferees, successors and assigns of both CBIZ and you. Neither party shall be liable to the other for any delay or failure to perform any of the services nor obligations set forth in this Agreement due to causes beyond its reasonable control. Each party acknowledges that this was a negotiated contract, and as a result, no part of this contract shall be construed against either party based on drafting of the contract. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.

No delay or omission by either party in exercising any right or power shall impair such right or power or be construed to be a waiver. A waiver by either party of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach or of any other covenant. No waiver or discharge shall be valid unless in writing and signed by an authorized representative of the party against whom such waiver or discharge is sought to be enforced.

You acknowledge and agree that you will be solely responsible for any and all applicable sales tax due in connection with the services provided under this Agreement.

It is common practice for professional service firms such as ours, in discussions with prospective clients, to make reference to prior work, and we would like to have the opportunity to do so with respect to this assignment. Unless Client informs CBIZ to the contrary, upon completion of this assignment we understand that we will be entitled to make reference to having undertaken it, including a brief description of its objectives, in CBIZ newsletters and publications and discussions with third parties regarding work opportunities.

Limitation on Damages

You agree that CBIZ, any entity related to it and their respective personnel, current or former, shall not be liable to you for any claims, liabilities, or expenses relating to this engagement for an aggregate amount in excess of three times (3X) the fees paid (estimated at \$40,185) or payable the fees paid by you to CBIZ pursuant to this engagement, except to the extent finally judicially determined to have resulted from the bad faith or intentional misconduct of CBIZ. Unless otherwise prohibited by law, in no event shall CBIZ, any entity related to it or their respective personnel, current or former, be liable for consequential, special, indirect, incidental, punitive, or exemplary losses or damages relating to this engagement. This limitation on liability provision shall apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence), or otherwise.

Limitation on Distribution and Use

The report, the final estimate of value, and the prospective financial analyses (collectively, as used in this paragraph, the CBIZ Work Product) included therein are intended solely for the information of the person or persons to whom they are addressed and solely for the purposes stated; they should not be relied upon for any other purpose, and no party other than the Company may rely on them for any purpose whatsoever. Neither the valuation report, its contents nor any reference to the appraiser or CBIZ may be referred to or quoted in any

registration statement, prospectus, offering memorandum, sales brochure, other appraisal, loan or other agreement or document given to third parties.

Not A Fairness Opinion

Neither our opinion nor our report are to be construed as an opinion of the fairness of an actual or proposed transaction, a solvency opinion, or an investment recommendation, but, instead, are the expression of our determination of the fair value between a hypothetical willing buyer and a hypothetical willing seller in an assumed transaction on an assumed valuation date where both the buyer and the seller have reasonable knowledge of the relevant facts.

Operational Assumptions

Unless stated otherwise, our analysis: (i) assumes that, as of the valuation date, the Company and its assets will continue to operate as configured as a going concern, (ii) is based on the past, present and future projected financial condition of the Company and its assets as of the valuation date and (iii) assumes that the Company has no undisclosed real or contingent assets or liabilities, other than in the ordinary course of business, that would have a material effect on our analysis.

Competent Management Assumed

It should be specifically noted that the valuation assumes the property will be competently managed and maintained over the expected period of ownership. This appraisal engagement does not entail an evaluation of management's effectiveness, nor are we responsible for future marketing efforts and other management or ownership actions upon which actual results will depend.

No Obligation to Provide Services After Completion

Valuation assignments are accepted with the understanding that there is no obligation to furnish services after completion of the original assignment. If the need for subsequent services related to a valuation assignment occurs, including updates, conferences, testimony, preparation for testimony, document production, interrogatory response preparation, or reprint and copy services whether by request of the Company or by subpoena or other legal process initiated by a party other than the Company. CBIZ reserves the right to make adjustments to the analysis, opinion and conclusion set forth in the report as we deem necessary by consideration of additional or more reliable data that may become available.

No Opinion is Rendered as to Legal Fee or Property Title

No opinion is rendered as to legal fee or property title. No opinion is intended in matters that require legal, engineering or other professional advice that has been or will be obtained from professional sources.

Liens and Encumbrances

We will give no consideration to liens or encumbrances except as specifically stated. We will assume that all required licenses and permits are in full force and effect, and we make no independent on-site tests to identify the presence of any potential environmental risks. We assume no responsibility for the acceptability of the valuation approaches used in our report as legal evidence in any particular court or jurisdiction.

Information Provided by Others

Information furnished by others is presumed to be reliable; no responsibility, whether legal or otherwise, is assumed for its accuracy and cannot be guaranteed as being certain. All financial data, operating histories and other data relating to income and expenses attributed to the business have been provided by management or its representatives and have been accepted without further verification except as specifically stated in the report.

Prospective Financial Information

Our report may contain prospective financial information, estimates or opinions that represent reasonable

expectations at a particular point in time, but such information, estimates or opinions are not offered as forecasts, prospective financial statements or opinions, predictions or as assurances that a particular level of income or profit will be achieved, that events will occur or that a particular price will be offered or accepted. Actual results achieved during the period covered by our prospective financial analysis will vary from those described in our report, and the variations may be material.

Any use of management's projections or forecasts in our analysis will not constitute an examination, review or compilation of prospective financial statements in accordance with standards established by the American Institute of Certified Public Accountants (AICPA). We will not express an opinion or any other form of assurance on the reasonableness of the underlying assumptions or whether any of the prospective financial statements, if used, are presented in conformity with AICPA presentation guidelines.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of law principles. The parties hereby irrevocably submit to the jurisdiction of the federal or state courts in the State of Texas, specifically and exclusively in Jefferson County, Texas or the Federal District Court for the Eastern District of Texas, over any dispute or proceeding arising out of this Agreement and agree that all claims in respect of such dispute or proceeding shall be heard and determined in such court. The parties to this Agreement hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection that they may have to the venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute.

Independent Contractor

It is understood and agreed that each of the parties hereto is an independent contractor and that neither party is, nor shall be considered to be, an agent, partner, joint venturer, or representative of the other. Neither party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

T&CRev6.22.18.

APPENDIX B: PROPERTY SCHEDULE

NEW	DESCRIPTION	ADDRESS	TOTAL SQF	2024 Values
124	Airport "T" Hangar A	Airport, Beaumont TX 77705	11,700	\$ 641,044
125	Airport "T" Hangar B	Airport, Beaumont TX 77705	11,700	\$ 641,044
126	Airport "T" Hangar C	Airport, Beaumont TX 77705	11,700	\$ 641,044
127	Airport "T" Hangar D	Airport, Beaumont TX 77705	11,700	\$ 641,044
112	Airport Admin Office	5000 Jerry Ware Drive, Beaumont TX 77705	23,000	\$ 2,122,416
136	Airport FAA Equipment Building	4875 Parker Drive Rear, Beaumont TX 77705	3,000	\$ 116,512
114	Airport Firehouse	4960 Jerry Ware Drive, Beaumont TX 77705	5,794	\$ 954,619
115	Airport Hangar #2	4840 Parker Drive, Beaumont TX 77705	21,222	\$ 1,279,032
119	Airport Hangar #5 & Office	4700 Hangar Drive, Beaumont TX 77705	19,500	\$ 1,175,248
120	Airport Hangar #6 & Office (Old Umphrey Hanger)	5040 Jerry Ware Drive, Beaumont TX 77705	9,930	\$ 598,473
121	Airport Hangar #7 & Office	4605 Airport 3rd Street, Beaumont TX 77705	31,500	\$ 3,205,222
134	Airport Maintenance Bldg	4875 Parker Drive Rear, Beaumont TX 77705	3,750	\$ 383,531
135	Airport Maintenance Equipment Storage (UNINSURED)	4875 Parker Drive Rear, Beaumont TX 77705	-	\$ -
110	Airport Parker Drive Office	4875 Parker Drive, Beaumont TX 77705	2,000	\$ 219,161
123	Airport Sheriff Hanger	4640 Hanger Dr, Beaumont TX 77705	19,600	\$ 1,460,705
327	Airport Sheriff Marine Hangar	4601 Airport 3rd St Beaumont, Tx 77705	4,800	\$ 659,016
142	Correct Fac Book-In	5030 Hwy 69 South, Beaumont TX 77705	27,300	\$ 4,736,058
143	Correct Fac Chapel/Ed	5030 Hwy 69 South, Beaumont TX 77705	6,000	\$ 1,084,844
144	Correct Fac Commissary	5030 Hwy 69 South, Beaumont TX 77705	5,500	\$ 953,348
151	Correct Fac Dorm A	5030 Hwy 69 South, Beaumont TX 77705	5,500	\$ 734,188
152	Correct Fac Dorm C	5030 Hwy 69 South, Beaumont TX 77705	5,500	\$ 734,188
153	Correct Fac Dorm D	5030 Hwy 69 South, Beaumont TX 77705	5,500	\$ 734,188
154	Correct Fac Dorm F	5030 Hwy 69 South, Beaumont TX 77705	5,500	\$ 734,188
155	Correct Fac Dorm G	5030 Hwy 69 South, Beaumont TX 77705	10,500	\$ 1,402,627
156	Correct Fac Dorm H	5030 Hwy 69 South, Beaumont TX 77705	10,500	\$ 1,402,627
157	Correct Fac Dorm J	5030 Hwy 69 South, Beaumont TX 77705	10,500	\$ 1,402,627
158	Correct Fac Dorm K	5030 Hwy 69 South, Beaumont TX 77705	10,500	\$ 1,402,627
159	Correct Fac Dorm L	5030 Hwy 69 South, Beaumont TX 77705	10,500	\$ 1,402,627
160	Correct Fac Dorm M	5030 Hwy 69 South, Beaumont TX 77705	16,800	\$ 2,247,491
161	Correct Fac Dorm N	5030 Hwy 69 South, Beaumont TX 77705	16,800	\$ 2,247,491
162	Correct Fac Dorm P	5030 Hwy 69 South, Beaumont TX 77705	26,040	\$ 3,451,559
163	Correct Fac Dorm Q	5030 Hwy 69 South, Beaumont TX 77705	26,040	\$ 3,451,559
164	Correct Fac Dorm S	5030 Hwy 69 South, Beaumont TX 77705	5,500	\$ 734,188
165	Correct Fac Dorm U	5030 Hwy 69 South, Beaumont TX 77705	5,500	\$ 734,188
166	Correct Fac Dorm V	5030 Hwy 69 South, Beaumont TX 77705	5,500	\$ 734,188
167	Correct Fac Dorm X	5030 Hwy 69 South, Beaumont TX 77705	5,500	\$ 734,188
168	Correct Fac Dorm Y	5030 Hwy 69 South, Beaumont TX 77705	5,500	\$ 734,188
169	Correct Fac Dorm Z	5030 Hwy 69 South, Beaumont TX 77705	5,500	\$ 734,188
150	Correct Fac Horse Barn	5030 Hwy 69 South, Beaumont TX 77705	1,296	\$ 83,281
146	Correct Fac Maintenance/Gen	5030 Hwy 69 South, Beaumont TX 77705	12,000	\$ 1,190,918
145	Correct Fac Visit	5030 Hwy 69 South, Beaumont TX 77705	5,600	\$ 870,067
140	Correctional Facility Storage	5030 Hwy 69 South, Beaumont TX 77705	4,732	\$ 591,104
216	Ford Park Arena & Exhibit Hall	5115 IH-10 South, Beaumont TX 77705	274,000	\$ 44,774,491
217	Ford Park Arena Mechanical	5115 IH-10 South, Beaumont TX 77705	1,560	\$ 2,212,710
218	Ford Park Large Exhibit Barn	5115 IH-10 South, Beaumont TX 77705	45,000	\$ 1,063,641
220	Ford Park Small Exhibit Barn	5115 IH-10 South, Beaumont TX 77705	26,000	\$ 614,548
	Total		798,064	\$ 107,456,655

Jefferson County



Precinct Four

Everette "Bo" Alfred
Commissioner

P.O. Box 4025
Beaumont, Texas 77704-4025
409-835-8443 phone

www.co.jefferson.tx.us/prct4/index.html

MEMO

TO: Ms. Rebekah Patin, Auditing

FROM: Commissioner Everette Alfred

DATE: July 22, 2024

RE: **Transfer Funds – Out of Series**

Please make the following transfer as indicated. Thank you.

Transfer **\$3,000** from account # 114-0402-431.30-16 (Chemicals, Sprays, Etc.) into account # 114-0405-431.40-08 (Automobiles and Trucks) for additional cost of vehicle repairs.

EA/nr

JOE "QB" STEVENSON
Constable Precinct 6



1225 Pearl Street, Suite 101A
Beaumont, TX 77701-3639
Telephone: (409) 839-2339
Facsimile: (409) 839-2390

Memo

Date: 7/17/24
To: Fran Lee, Financial Manager
From: Constable's Office Precinct 6 Fax Number: (409) 839-2390
RE: Transfer Line Item
Priority: [Urgent]

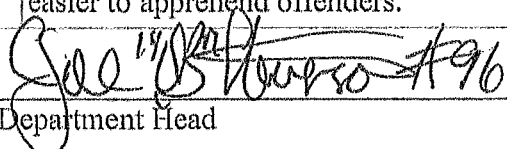
Line-item Transfer Amendment

DATE: July 17, 2024

Honorable Commissioners Court of Jefferson County;

I submit to you for your consideration the following line-item transfers:

	FUND	DEPT.	ACCT.	AMT.
From:	Overtime Allowance	120 3070 425	10-98	\$ 1,142.00
	Equipment Miscellaneous	120 3070 425	40-11	\$ 1,290.00
To:	Minor Equipment	120 3070 425	3084	
Reason:	Amount to cover purchase order requisitions for officer safety equipment in county vehicle and requisition for ghost lettering on county vehicles to make it easier to apprehend offenders.			


Department Head

Approved: County Judge for Commissioners Court

Attest: County Clerk

Moving funds in current budget

Michelle Falgout <Michelle.Falgout@jeffcotx.us>

Wed 7/24/2024 9:14 AM

To: Fran Lee <Fran.Lee@jeffcotx.us>; Rebekah Patin <Rebekah.Patin@jeffcotx.us>

Fran and Rebekah,

Can you guys please post an agenda item to move funds **from**

115-0501-431.30-12	Prints and Maps	\$700.00

TO

115-0501-431.40-52	Postage	\$700.00

We need to pay for postage to send out notices to property owners in flood prone areas per the FEMA CRS program.

Thank you!!

*Michelle Falgout, CFM, P.E.
County Engineer
Jefferson County Texas
michelle.falgout@jeffcotx.us
409-835-8584*

*Jefferson County Courthouse
1149 Pearl Street, 5th Floor
Beaumont, Texas 77701*





Jefferson County

Public Health Department
Ezea D. Ede, M.D.
County Health Authority

MEMORANDUM

Date: July 23, 2024
To: Rebekah Patin, 1st Assistant County Auditor
Cc: file
From: Rachel Dragulski, Nursing Director
RE: Transfer Funds

Due to the increase in assistance request for relief pharmacist funding due to the increase vacation time of the pharmacist and sick time allotted we are requesting the following transfers:

From:

120-509-442.30-49	Pharmaceutical Supplies	\$13,000.00
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To:

120-5079-442.50-77	Contractual Services	\$13,000.00
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Thank you,

Rachel Dragulski
Nursing Director

Unit I- 1295 Pearl Street – Beaumont, TX 77701
(409) 835-8530 – Facsimile (409) 839-2353
Unit II- 800 4th Street – Port Arthur, TX 77640
(409) 983-8380 – Facsimile (409) 983-8378

Fw: Wording for Agenda Item

Fran Lee <Fran.Lee@jeffcotx.us>

Wed 7/24/2024 2:50 PM

To:Rebekah Patin <Rebekah.Patin@jeffcotx.us>

Fran Lee
County Auditor
Jefferson County, Texas
1149 Pearl Street 7th Floor
Beaumont, Tx 77701
Phone (409) 835-8500
Fax (409) 839-2369

From: Laurie Leister <Laurie.Leister@jeffcotx.us>

Sent: Wednesday, July 24, 2024 2:20 PM

To: Fran Lee <Fran.Lee@jeffcotx.us>; Roxanne Acosta-Hellberg <Roxanne.Acosta-Hellberg@jeffcotx.us>

Subject: Wording for Agenda Item

Hello Fran,

Please review the agenda wording for the commissioners' court meeting.

Consider and approve moving \$47,000.00 from County Clerk - Assistants & Clerks - 120-1014-41410.02 account to Elections - Capital Outlay-Buildings and Structures - 120-1034-414-60.14 for the purpose of removing walls, adding shelving and electrical reels, painting and other remodeling work to make the Election Barn more functional for the storage of election equipment and supplies.

Please let me know.

Thank you,

Laurie Leister
Chief Deputy County Clerk
Jefferson County, Texas
1085 Pearl Street
P. O. Box 1151
Beaumont, Texas 77704-1151
409-835-8787 Please note the new phone number
laurie.leister@jeffcotx.us





DANIELS

BUILDING & CONSTRUCTION, INC.

P.O. BOX 20878 - BEAUMONT, TEXAS 77720-0878 - PHONE (409) 838-3006 - FAX (409) 838-9006

July 22, 2024

Roxanne Acosta-Hellberg
Jefferson County Clerk
1085 Pearl Street
Beaumont, TX 77701

Re: Election Storage Remodel

Mrs. Acosta-Helberg,

Per your request, we are pleased to provide you with a proposal to add one wall and door and demolish another with associated electrical work.

Scope of work as follows:

- Remove approximately 49' of wall.
- Build and install beam support and columns as required.
- Install new insulated overhead door in original location as an Alternate.
- Install one demising wall with pre-hung door.
- Install new 4-0 X 7-0 door to the outside with 5' X 5' landing pad and ramp.
- Collate existing electrical drops on demolished wall to new columns (2 per).
- Add 4 electrical reels down the center of existing open area.
- Paint only the New walls.
- Install 5'X5' Concrete Landing and ramp.

Demolition/Carpentry/Painting/Doors:	\$19,798.00
Electrical:	\$ 7,994.00
Concrete:	<u>\$ 3,522.00</u>

Total price: \$31,316.00

Alternate to install new overhead where old was, ADD to Base Bid: \$15,177.00

Exclusions:

- Painting of existing finishes. Fire Alarm, HVAC, & Permits
- Dumpsters.
- Overtime.

Thank you for the opportunity to quote this work to you, if you have any questions please contact me. The above pricing is good for 30 days from the date of quote.

Sincerely,



Tony Goss
Project Manager

Cell: 409-284-2010
Phone: 409-838-0006

2898 W. Cedar Street
Beaumont, TX 77702

www.danielsinc.com

PUBLIC DEFENDER CONTRACT
JEFFERSON COUNTY CRIMINAL DISTRICT COURTS

CONTRACT AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

Term of Contract: This contract becomes effective on the July 15, 2024, with compensation prorated where appropriate. This contract is automatically renewed on a **month-to-month term basis** unless terminated by the Attorney or by the Courts. If this contract is terminated, Attorney will be relieved of all pending appointments and will not be required to continue representation in any case previously assigned. Cases assigned, but not yet completed or resolved in the monthly term, will be carried forward by Attorney on a month-to-month term basis. If a contract is terminated by either party in the midst of a month-to-month term, Attorney shall only be entitled to a prorated portion of the monthly fee, with no additional compensation⁷.

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

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

Standards of Representation

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Additional Terms and Conditions:

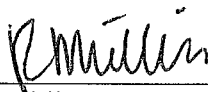
(a) The cases handled under this contract shall exclude capital cases where the death penalty is sought¹⁶.

(b) A determination that Attorney has provided false information in the materials submitted to the Courts in response to, or as required under, the terms of this plan will be grounds for cancellation of this contract by the Courts.

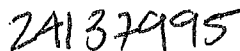
(c) Falsification of any report, invoice, or other documentation submitted by Attorney will be grounds for cancellation or termination of this contract by the Courts.

(d) The Jefferson County Criminal District Court Judges will maintain and review the Indigent Defense Attorneys' compliance under the Jefferson County Indigent Defense Plan.

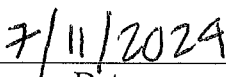
(e) Integration Clause: This contract constitutes the entire agreement of the parties and is not to be expanded upon, or detracted from, by parol evidence.



Contract Public Defender [contractor]



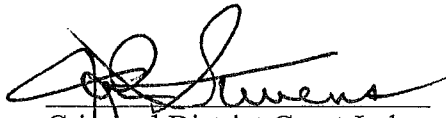
SBOT Number



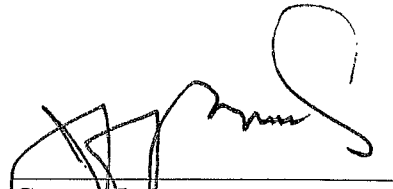
Date

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

Approved and Accepted:


Criminal District Court Judge
[appointing authority]

7/11/24
Date


County Judge,
Jefferson County, Texas
[contracting authority]

7.23.24
Date

252nd District Court Judge
[appointing authority]

Date

Jefferson County Courthouse
P.O. Box 4025
Beaumont, Texas 77704



Beaumont (409) 835-8466
Pt. Arthur (409) 727-2191 Ext. 8466
Facsimile (409) 839-2311

JEFF R. BRANICK
County Judge

July 22, 2024

Terri Spencer, Grant Manager
Texas General Land Office
Community Development & Revitalization Texas General Land Office
1700 N. Congress Avenue
Austin, Texas 78701

Re: Taylor Bayou Drainage Mitigation
SH 124 Bridge Replacement, Jefferson County
CSJ No. 0368-02-046

Dear Ms. Spencer:

Jefferson County is requesting a time extension for subject project to June 15, 2025. This extension was necessitated by the project being put on time suspension as of October 13, 2023 while TxDOT and the Contractor discussed and negotiated a Change Order related to the following issues:

- Changes in scope of work due to discrepancy in plans for earthwork quantities
- Changes in scope due to the installation of Stone Rip Rap at the proposed abutment
- Changes in scope due to requirements and constraints found in the EPIC Sheets (Environmental)
- Changes in Scope due to changes in the required protection of the Kinder Morgan pipeline.

During the project suspension, no work was accomplished on the project site by the contractor. All crews were repositioned to other projects until the Change Order negotiations were completed. Additionally, during this period, bird nests were found under the existing bridge and an Ecological Assessment had to be performed to ensure the welfare of the birds. This issue required another time suspension to begin on June 26, 2024 and end on July 26, 2024. The Contractor is awaiting the final results of the Ecological Assessment. The preliminary indications from the preparer of the assessment is that the birds are now gone from the bridge and the demolition of the existing span can move ahead.

The project is re-starting soon and the contractor is moving a crew onto the project in the next week to begin preparing the project site for construction activities. These activities include installation of the temporary bridge over the bayou and opening the temporary roadway and closing the main SH 124 highway to allow for demolition of the existing structure.

Due to TxDOT being responsible for oversight and management of the construction of the project, the County had no control over the length of time it took to resolve these issues. These issues were between the Contractor and TxDOT requiring an agreement between both parties before the project could move forward.

We appreciate your understanding in this matter and trust you have enough information to grant our request. If you need additional information please contact Blair Stocker (Engineer of Record) or Vivian Ballou (Contracts administrator/environmental) at blair.stocker@gfnet.com or vballou@gmjinc.com, respectively.

Sincerely

Jeff R. Branick
Jefferson County Judge

ID	Task Name	Duration	Start	Finish	Progress
1	PROJECT STARTUP	528 days	Thu 6/7/23	Fri 6/6/25	100%
2	PRE-CON MEETING	38 days	Mon 4/24/23	Thu 6/15/23	100%
3	NOTICE TO PROCEED	1 day	Mon 4/24/23	Mon 4/24/23	100%
4	TIME SUSPENSION 01	24 days	Fri 4/28/23	Fri 4/28/23	100%
5	COBPS OF ENGINEER MEETING	1 day	Thu 6/8/23	Thu 6/8/23	100%
6	NOTICE TO PROCEED #2	1 day	Mon 6/12/23	Mon 6/12/23	100%
7	MOBILIZATION	4 days	Mon 6/12/23	Thu 6/15/23	100%
8	IMPLEMENT ADVANCED WARNING SIGNAGE	3 days	Mon 6/12/23	Thu 6/15/23	100%
9	TRAFFIC CONTROL PHASE 1	289 days	Thu 6/15/23	Wed 6/24/25	100%
10	INSTALL BARRICADES/BARRIERS/CRASH CURBS	2 days	Thu 6/15/23	Fri 6/16/23	100%
11	SUPPP/CLEANING/GRUBBING	8 days	Thu 6/15/23	Fri 6/16/23	100%
12	INSTALL TEMPORARY ABUTMENT	28 days	Mon 6/26/23	Tue 7/10/23	100%
13	UTILITY STRIKE ABUTMENT 2	1 day	Mon 6/26/23	Mon 6/26/23	100%
14	Spectrum Line Relocation	2 days	Wed 7/19/23	Thu 7/20/23	100%
15	INSTALL TEMPORARY SHORING	11 days	Wed 8/8/23	Wed 8/23/23	100%
16	INSTALL TEMPORARY DRAINAGE	9 days	Thu 8/24/23	Wed 9/6/23	100%
17	INSTALL TYPE C BACKFILL	4 days	Thu 8/24/23	Tue 8/29/23	100%
18	INSTALL LIME - MIX AND REMIX	14 days	Wed 9/6/23	Mon 9/25/23	100%
19	INSTALL 9" BASE	5 days	Mon 9/25/23	Mon 10/2/23	100%
20	Time Suspension	4 days	Mon 10/2/23	Thu 10/5/23	100%
21	CONSTRUCT AND SET TEMPORARY BRIDGE STRUCTURE	200 days	Thu 10/12/23	Mon 7/22/24	100%
22	INSTALL 2" OVERLAY	15 days	Tue 7/23/24	Mon 8/12/24	100%
23	TEMPORARY STRIPING	2 days	Thu 8/15/24	Fri 8/16/24	100%
24	IMPLEMENT PHASE 2 TRAFFIC CONTROL	106 days	Mon 8/19/24	Mon 6/10/25	100%
25	INSTALL/REMOVE BARRIERS & INSTALL TCF DEVICES	2 days	Tue 8/20/24	Wed 8/21/24	100%
26	SUPPP/CLEANING/GRUBBING	2 days	Thu 8/22/24	Fri 8/23/24	100%
27	DEMO EXISTING BENT #485	20 days	Thu 8/22/24	Wed 9/18/24	100%
28	DEMO EXISTING BENT 1-3 & 6-7	20 days	Thu 8/22/24	Wed 9/18/24	100%
29	DRIVE PILE (ABUTMENTS)	20 days	Thu 8/22/24	Wed 9/18/24	100%
30	CONSTRUCT ABUTMENTS	15 days	Thu 8/29/24	Wed 10/2/24	100%
31	CONSTRUCT INTERIOR BENTS	11 days	Thu 9/5/24	Wed 10/2/24	100%
32	EXCAVATE PHASE 1 & PHASE 2 CHANNEL WIDENING	21 days	Thu 9/19/24	Fri 10/4/24	100%
33	INSTALL BRIDGE BEAMS	2 days	Mon 10/7/24	Mon 10/7/24	100%
34	FORM AND INSTALL BRIDGE DECK OVERHANG	5 days	Thu 11/7/24	Wed 11/6/24	100%
35	INSTALL DECK PANELS/REBAR	15 days	Thu 11/14/24	Wed 12/11/24	100%
36	PREPARE AND POUR BRIDGE DECK	15 days	Thu 11/14/24	Wed 12/11/24	100%
37	INSTALL RAIL/GROOVE CHECK/CLEAN UP	5 days	Mon 12/2/24	Fri 12/20/24	100%
38	SUBGRADE PREP	5 days	Mon 12/2/24	Fri 12/6/24	100%
39	INSTALL LIME - MIX AND REMIX	7 days	Mon 12/9/24	Thu 12/12/24	100%
40	CEMENT TREATED BASE	2 days	Wed 12/18/24	Thu 12/19/24	100%
41	TYPE B HMAAC	2 days	Wed 12/18/24	Thu 12/19/24	100%
42	TYPE D HMAAC	2 days	Fri 12/27/24	Mon 1/20/25	100%
43	INSTALL MBGS/MOW STRIP	5 days	Tue 1/21/25	Wed 1/21/25	100%
44	INSTALL TEMP STRIPING	1 day	Thu 1/23/25	Thu 1/23/25	100%
45	TRAFFIC CONTROL PHASE 2A	42 days	Thu 1/23/25	Fri 3/7/25	100%
46	IMPLEMENT PHASE 2A TRAFFIC CONTROL	1 day	Mon 1/20/25	Fri 2/13/25	100%
47	FURNISH & INSTALL/MOVE TRAFFIC BARRIER	5 days	Mon 1/20/25	Fri 2/13/25	100%
48	SUBGRADE PREP	7 days	Mon 1/27/25	Fri 2/13/25	100%
49	INSTALL LIME - MIX AND REMIX	7 days	Mon 1/27/25	Tue 2/4/25	100%
50	CEMENT TREATED BASE	7 days	Mon 1/27/25	Tue 2/4/25	100%
51	TYPE B HMAAC	5 days	Fri 2/14/25	Thu 2/13/25	100%
52	TYPE D HMAAC	5 days	Fri 2/14/25	Thu 2/13/25	100%
53	INSTALL MBGS/MOW STRIP	5 days	Fri 2/28/25	Mon 3/6/25	100%
54	INSTALL TEMP STRIPING	2 days	Fri 3/7/25	Mon 3/10/25	100%
55	TRAFFIC CONTROL PHASE 3	33 days	Mon 3/10/25	Wed 4/23/25	100%
56	IMPLEMENT PHASE 3 TRAFFIC CONTROL	1 day	Tue 3/11/25	Tue 3/11/25	100%
57	FURNISH & INSTALL/MOVE TRAFFIC BARRIER	2 days	Wed 3/13/25	Thu 3/13/25	100%
58	REMOVE DETOUR PAVING	5 days	Fri 3/14/25	Thu 3/20/25	100%
59	REMOVE TEMPORARY BRIDGE	30 days	Fri 3/21/25	Thu 4/24/25	100%

Summary

Manual Summary

Project Summary

External Milestone

External Milestone

External Milestone

Inactive Milestone

Inactive Milestone

Inactive Milestone

Page 1

ID	Task ID	Task Name	Duration	Start	Finish
64	*	EXCAVATE PHASE 1 & PHASE 2 CHANNEL WIDENING	10 days	Fri 4/19/25	Thu 4/27/25
65	*	INSTALL RIP RAP STONE PROTECTION 18"	3 days	Fri 4/25/25	Thu 4/29/25
66	*	TRAFFIC CONTROL PHASE 4	1 day	Thu 4/24/25	Fri 4/25/25
67	*	IMPLEMENT PHASE 4 TRAFFIC CONTROL	1 day	Mon 4/28/25	Fri 4/25/25
68	*	CONSTRUCT DRIVEWAYS	15 days	Fri 5/16/25	Thu 6/19/25
69	*	TRAFFIC CONTROL PHASE 5	15 days	Mon 5/19/25	Mon 6/16/25
70	*	IMPLEMENT PHASE 5 TRAFFIC CONTROL	1 day	Mon 5/19/25	Mon 5/19/25
71	*	FINAL GRADING AND PERMANENT SEEDING	14 days	Tue 5/20/25	Fri 6/6/25

Apr 16, 23
Apr 19, 23
Apr 22, 23
Apr 25, 23
Apr 28, 23
May 1, 23
May 4, 23
May 7, 23
May 10, 23
May 13, 23
May 16, 23
May 19, 23
May 22, 23
May 25, 23
May 28, 23
Jun 1, 23
Jun 4, 23
Jun 7, 23
Jun 10, 23
Jun 13, 23
Jun 16, 23
Jun 19, 23
Jun 22, 23
Jun 25, 23
Jun 28, 23
Jul 1, 23
Jul 4, 23
Jul 7, 23
Jul 10, 23
Jul 13, 23
Jul 16, 23
Jul 19, 23
Jul 22, 23
Jul 25, 23
Jul 28, 23
Jul 31, 23

Summary

Manual Summary

Project Summary

Schedule Tasks

External Milestone

Internal Milestone

Baseline Task

Include Milestone ?

Include Summary

Deadline

Critical Path

Task Progress

Baseline Milestone

Milestone

Summary Progress

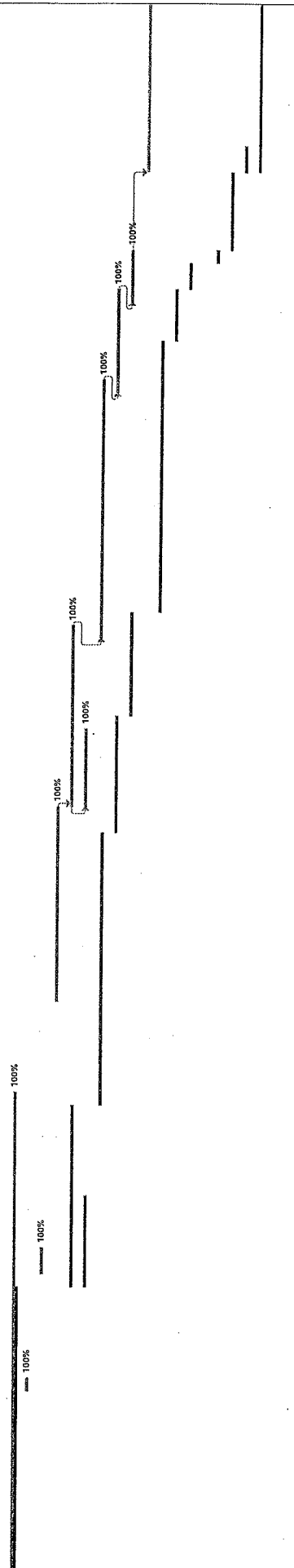
Duration

Baseline

Baseline Split

Page 2

Apr 2, 23	Apr 9, 23	Apr 16, 23	Apr 23, 23	Apr 30, 23	May 7, 23	May 14, 23	May 21, 23	May 28, 23	Jun 4, 23	Jun 11, 23	Jun 18, 23	Jun 25, 23	Jul 2, 23	Jul 9, 23	Jul 16, 23	Jul 23, 23	Jul 30, 23	Aug 6, 23	Aug 13, 23	Aug 20, 23	Aug 27, 23	Sep 3, 23	Sep 10, 23	Sep 17, 23	Sep 24, 23	Oct 1, 23	Oct 8, 23	Oct 15, 23	Oct 22, 23
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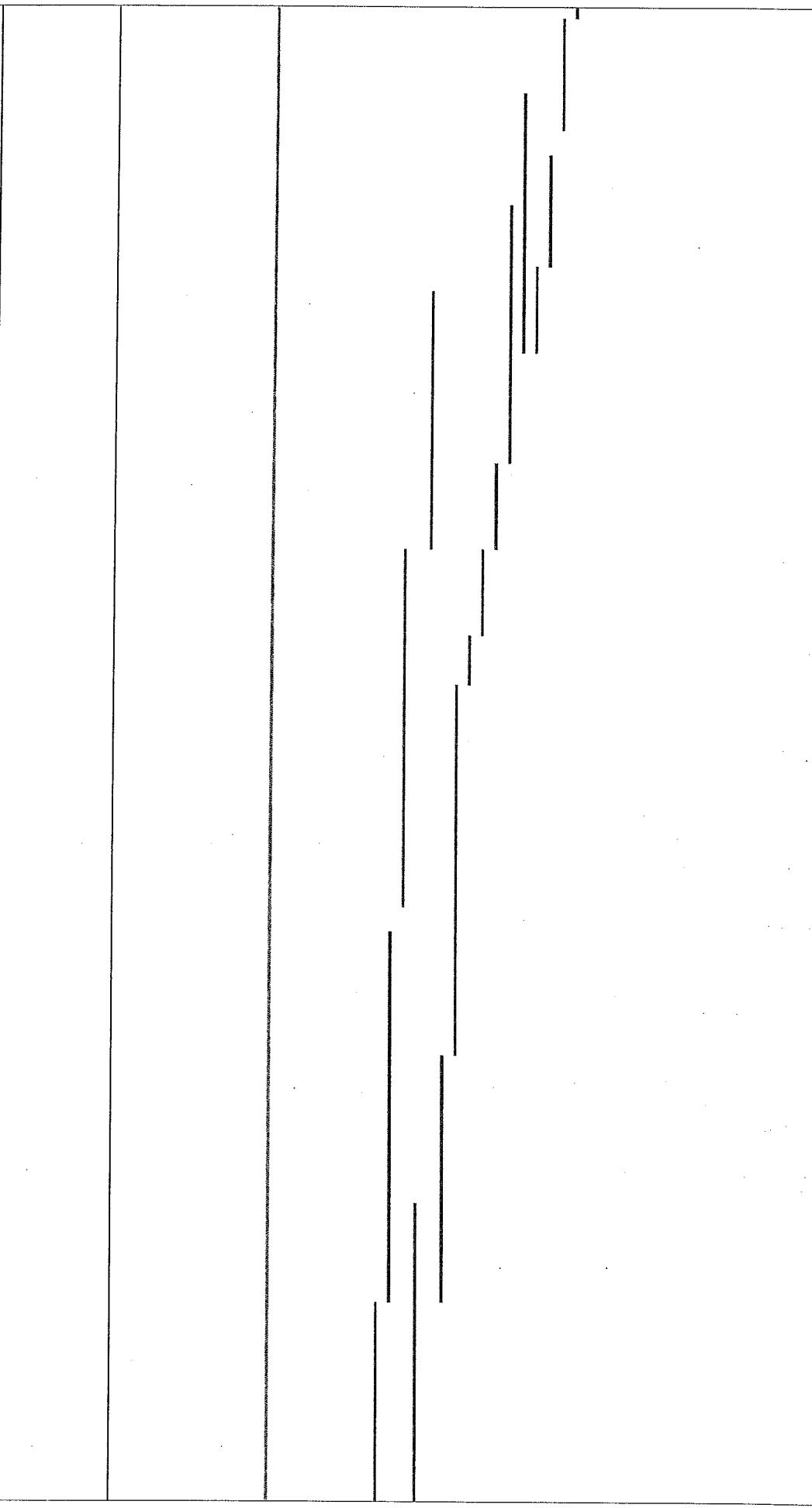
0899-02-04 - SF 124 Taylor Bayou Widening - July 2024 Update

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Critical	Task	Manual Task	Decision-only	Baseline Milestone	Baseline Milestone	Summary	Summary	Baseline Milestone	Baseline Milestone	Baseline Milestone	Baseline Milestone	Baseline Milestone	Baseline Milestone	Baseline Milestone	Baseline Milestone
Critical Split	Task	Manual Task	Decision-only	Milestone	Milestone	Summary	Summary	Baseline Milestone	Baseline Milestone	Baseline Milestone	Baseline Milestone	Baseline Milestone	Baseline Milestone	Baseline Milestone	Baseline Milestone
Critical Program	Task Program	Manual Task	Decision-only	Summary Progress	Summary Progress	Summary	Summary	Baseline Milestone	Baseline Milestone	Baseline Milestone	Baseline Milestone	Baseline Milestone	Baseline Milestone	Baseline Milestone	Baseline Milestone

0368-02-04 - SH 124 Taylor Bayou Widening - July 2024 Update

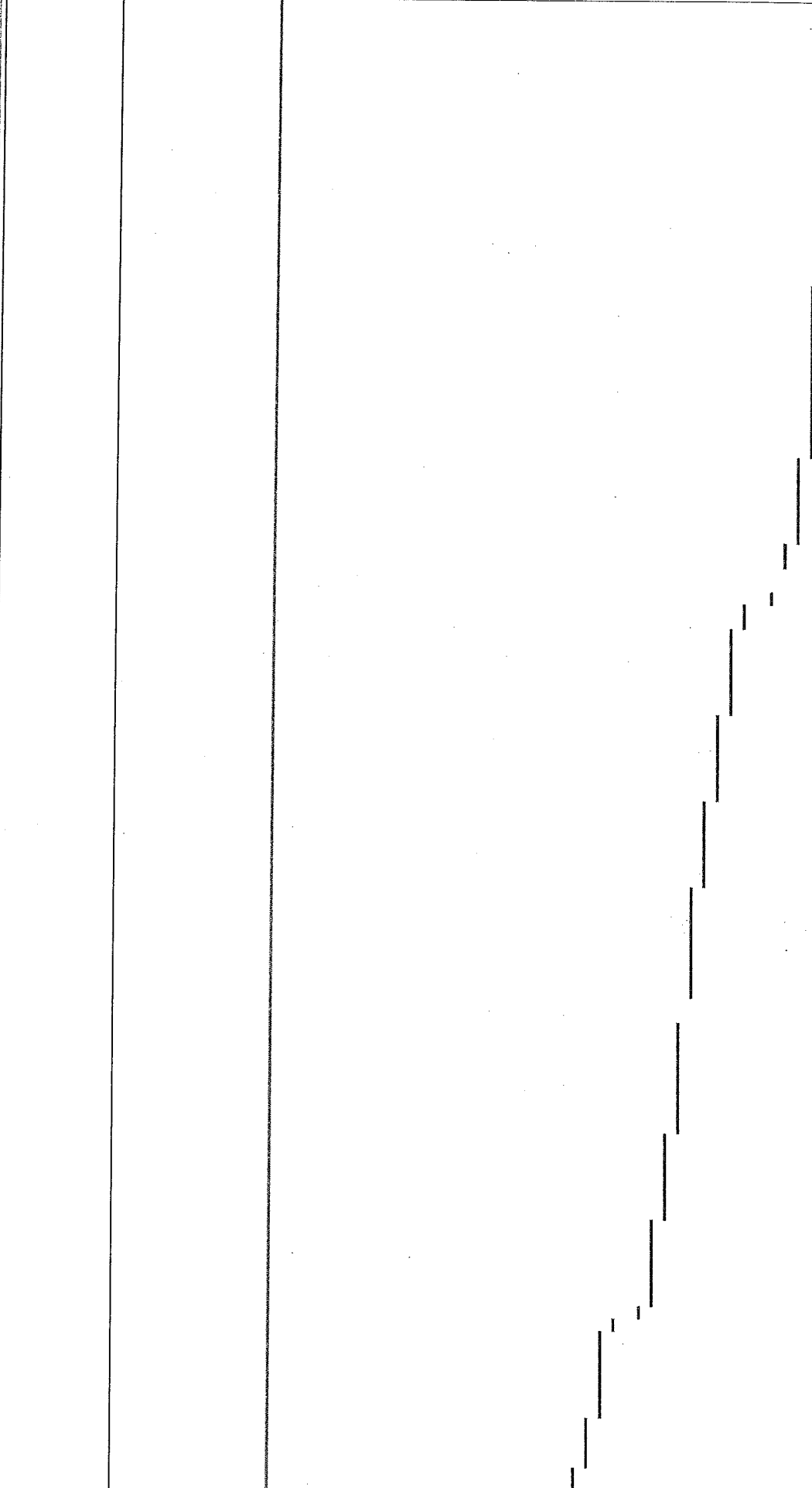
Oct 20, 23	Nov 5, 23	Nov 19, 23	Nov 26, 23	Dec 3, 23	Dec 10, 23	Dec 17, 23	Dec 24, 23	Jan 7, 24	Jan 14, 24	Jan 21, 24	Jan 28, 24	Feb 4, 24	Feb 11, 24	Feb 18, 24
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Global	Task	Manual Task	Duration-only	Milestone	Summary	External Task	Inactive Milestone
Critical Path	Start-only	End-only	Baseline	Milestone	Manual Summary	External Milestone	Inactive Summary
Critical Progress	Task Progress	High-visibility	Baseline Split	Summary Progress	Project Summary	Inactive Task	Deadline

04/20/23	Nov 5, 23	Nov 12, 23	Nov 19, 23	Nov 26, 23	Dec 3, 23	Dec 10, 23	Dec 17, 23	Dec 24, 23	Jan 7, 24	Jan 14, 24	Jan 21, 24	Jan 28, 24	Feb 4, 24	Feb 11, 24	Feb 18, 24
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Jan 24, 24	Feb 24, 24	Mar 24, 24	Apr 24, 24	May 24, 24	Jun 24, 24	Jul 24, 24	Aug 24, 24	Sep 24, 24	Oct 24, 24	Nov 24, 24	Dec 24, 24
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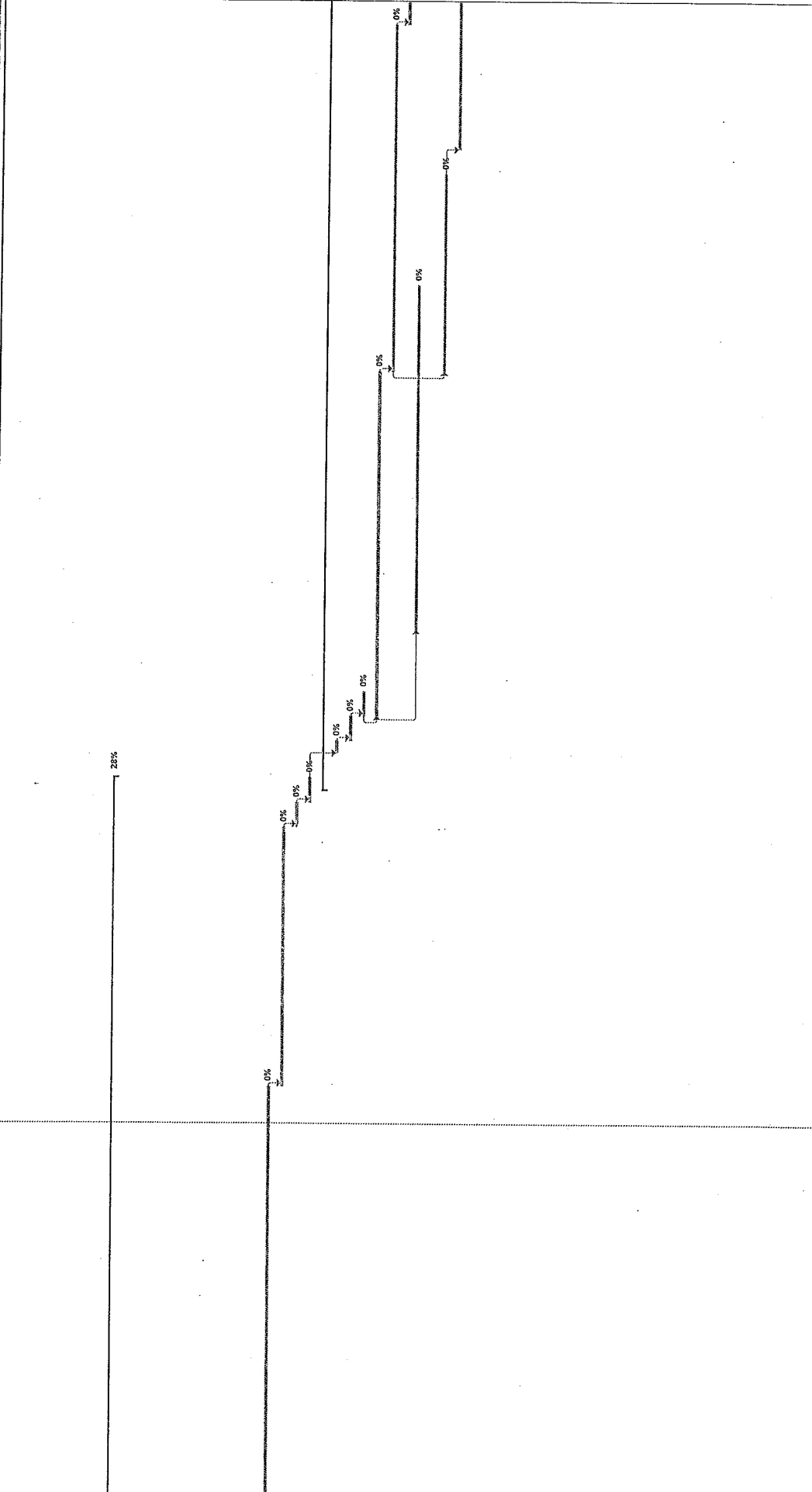
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Feb 25, 24	Mar 2, 24	Mar 9, 24	Mar 16, 24	Mar 23, 24	Mar 30, 24	Apr 6, 24	Apr 13, 24	Apr 20, 24	Apr 27, 24	May 4, 24	May 11, 24	May 18, 24	May 25, 24	Jun 1, 24	Jun 8, 24	Jun 15, 24
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Global	Task	Manual Task	Division-only	Baseline Milestone	Summary	Internal Task	Baseline Milestone	Project Summary	Baseline Milestone	Project Summary	Baseline Milestone	Project Summary	Baseline Milestone	Project Summary	Baseline Milestone	Project Summary
Global S&P	S&P	Baseline	Baseline	Milestone	Manual Summary	Baseline Milestone	Milestone	Project Summary	Baseline Milestone	Project Summary	Baseline Milestone	Project Summary	Baseline Milestone	Project Summary	Baseline Milestone	Project Summary
Global Progress	Task Progress	Baseline	Baseline	Summary/Progress	Project Summary	Baseline Task	Summary/Progress	Project Summary	Baseline Task	Project Summary	Baseline Task	Project Summary	Baseline Task	Project Summary	Baseline Task	Project Summary

CS66-02-04 - SH 124 Taylor Bayou Widening - July 2021 Update

Jan 23, 24 Jan 30, 24 Feb 07, 24 Feb 14, 24 Feb 21, 24 Feb 28, 24 Mar 07, 24 Mar 14, 24 Mar 21, 24 Mar 28, 24 Apr 04, 24 Apr 11, 24 Apr 18, 24 Apr 25, 24 May 02, 24 May 09, 24 May 16, 24 May 23, 24 May 30, 24 Jun 06, 24 Jun 13, 24 Jun 20, 24 Jun 27, 24 Jul 04, 24 Jul 11, 24 Jul 18, 24 Jul 25, 24 Aug 01, 24 Aug 08, 24 Aug 15, 24 Aug 22, 24 Aug 29, 24 Sep 05, 24 Sep 12, 24 Sep 19, 24 Sep 26, 24 Oct 03, 24 Oct 10, 24 Oct 17, 24 Oct 24, 24 Oct 31, 24 Nov 07, 24 Nov 14, 24 Nov 21, 24 Nov 28, 24 Dec 05, 24 Dec 12, 24 Dec 19, 24 Dec 26, 24

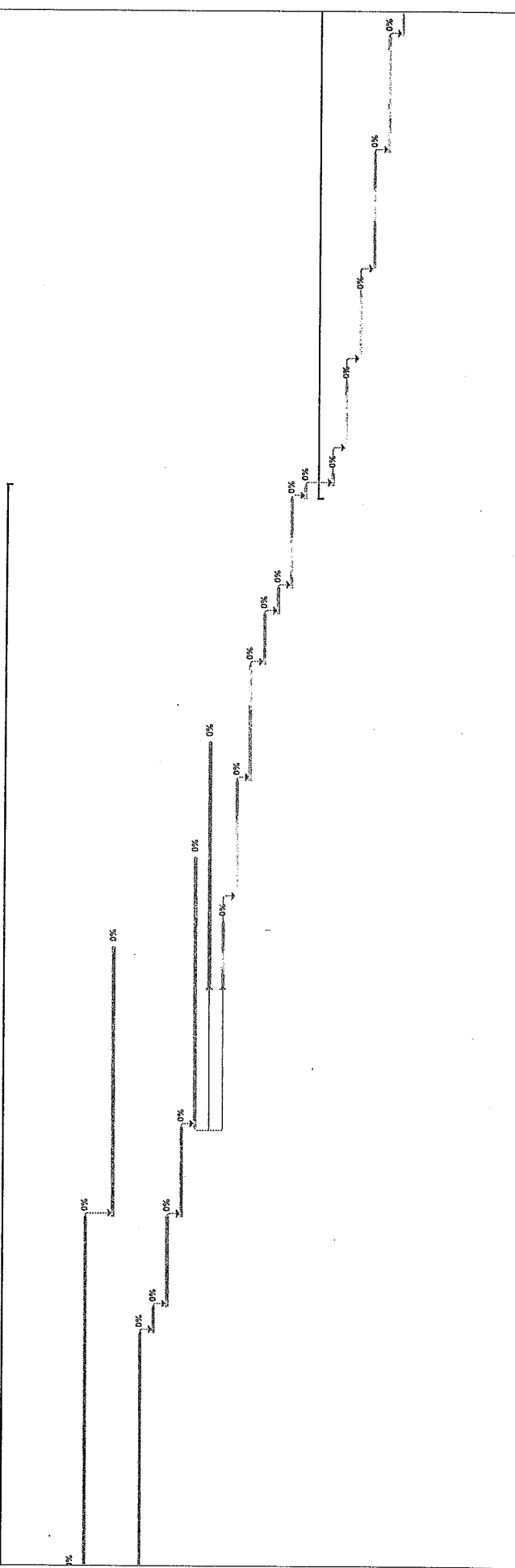


Global	Task	Manual Task	Duration-only	Baseline Milestone	Summary	Inactive Milestone
Critical Split	Split	Start-only	Baseline	Milestone	Manual Summary	Inactive Summary
Critical Progress	Task Progress	Finish-only	Baseline Split	Summary Progress	Project Summary	Deadline

0595-02-04 - SH 124 Towler Bayou Widening - July 2024 Update

Jun 23, 24	Jun 24, 24	Jun 25, 24	Jun 26, 24	Jun 27, 24	Jun 28, 24	Jun 29, 24	Jun 30, 24	Jul 01, 24	Jul 02, 24	Jul 03, 24	Jul 04, 24	Jul 05, 24	Jul 06, 24	Jul 07, 24	Jul 08, 24	Jul 09, 24	Jul 10, 24	Jul 11, 24	Jul 12, 24	Jul 13, 24	Jul 14, 24	Jul 15, 24	Jul 16, 24	Jul 17, 24	Jul 18, 24	Jul 19, 24	Jul 20, 24	Jul 21, 24	Jul 22, 24	Jul 23, 24	Jul 24, 24	Jul 25, 24	Jul 26, 24	Jul 27, 24	Jul 28, 24	Jul 29, 24	Jul 30, 24	Aug 01, 24	Aug 02, 24	Aug 03, 24	Aug 04, 24	Aug 05, 24	Aug 06, 24	Aug 07, 24	Aug 08, 24	Aug 09, 24	Aug 10, 24	Aug 11, 24	Aug 12, 24	Aug 13, 24	Aug 14, 24	Aug 15, 24	Aug 16, 24	Aug 17, 24	Aug 18, 24	Aug 19, 24	Aug 20, 24	Aug 21, 24	Aug 22, 24	Aug 23, 24	Aug 24, 24	Aug 25, 24	Aug 26, 24	Aug 27, 24	Aug 28, 24	Aug 29, 24	Aug 30, 24	Aug 31, 24	Sep 01, 24	Sep 02, 24	Sep 03, 24	Sep 04, 24	Sep 05, 24	Sep 06, 24	Sep 07, 24	Sep 08, 24	Sep 09, 24	Sep 10, 24	Sep 11, 24	Sep 12, 24	Sep 13, 24	Sep 14, 24	Sep 15, 24	Sep 16, 24	Sep 17, 24	Sep 18, 24	Sep 19, 24	Sep 20, 24	Sep 21, 24	Sep 22, 24	Sep 23, 24	Sep 24, 24	Sep 25, 24	Sep 26, 24	Sep 27, 24	Sep 28, 24	Sep 29, 24	Sep 30, 24	Oct 01, 24
[Detailed task and resource data for each date, including task names, durations, and resource assignments]																																																																																																			

Oct 20, 24	Nov 2, 24	Nov 10, 24	Nov 17, 24	Nov 24, 24	Dec 1, 24	Dec 8, 24	Dec 15, 24	Dec 22, 24	Dec 29, 24	Jan 5, 25	Jan 12, 25	Jan 19, 25	Jan 26, 25	Feb 2, 25	Feb 9, 25
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Critical	Manual Task	Duration-only	Burden Milestone	Summary	Inactive Milestone
Critical Split	Start-only	Baseline	Milestone	Manual Summary	Inactive Summary
Critical Progress	High-only	Burden Split	Summary Progress	Project Summary	Deadline

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
DAWN DONUTS	43.50	519689	
CHAPMAN VENDING	566.25	519727	
TAYLOR PRINT & VISUAL IMPRESSIONS	12,201.45	519728	12,811.20**
ROAD & BRIDGE PCT.#1			
ENTERGY	550.61	519584	
M&D SUPPLY	116.21	519594	
ACE IMAGEWEAR	166.20	519603	
AT&T	93.98	519606	
VERIZON WIRELESS	75.98	519631	
BELT SOURCE	115.00	519656	
HLAVINKA EQUIPMENT COMPANY	24.30	519659	
ADVANCE AUTO PARTS	225.10	519681	
BELFOR PROPERTY RESTORATION	25,000.00	519760	26,367.38**
ROAD & BRIDGE PCT.#2			
AT&T	96.38	519606	
BUBBA'S AIR CONDITIONING	971.00	519614	
BUMPER TO BUMPER	317.14	519652	
BOSCO INDUSTRIES	260.00	519692	
GULF COAST	371.70	519712	
CHARTER COMMUNICATIONS	178.74	519743	2,194.96**
ROAD & BRIDGE PCT. # 3			
FARM & HOME SUPPLY	42.58	519583	
ENTERGY	319.01	519584	
VERIZON WIRELESS	37.99	519631	
CHARTER COMMUNICATIONS	165.48	519737	565.06**
ROAD & BRIDGE PCT.#4			
CASH ADVANCE ACCOUNT	901.55	519591	
TEXAS ASSOCIATION OF COUNTIES	275.00	519610	
O'REILLY AUTO PARTS	10.95	519704	1,165.60**
PARKS & RECREATION			
ENTERGY	2,964.55	519584	
VERIZON WIRELESS	37.99	519631	3,002.54**
GENERAL FUND			
TAX OFFICE			
ACE IMAGEWEAR	42.84	519603	
UNITED STATES POSTAL SERVICE	737.00	519635	
ATTABOY TERMITE & PEST CONTROL	48.45	519667	
ROCHESTER ARMORED CAR CO INC	378.40	519671	
CUMMINS-ALLISON CORP	234.78	519678	
ODP BUSINESS SOLUTIONS, LLC	3,954.26	519744	5,395.73*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	1.38	519635	1.38*
AUDITOR'S OFFICE			
UNITED STATES POSTAL SERVICE	4.70	519635	
ODP BUSINESS SOLUTIONS, LLC	100.15	519744	104.85*
COUNTY CLERK			
UNITED STATES POSTAL SERVICE	369.26	519635	
ENGINEERING INNOVATION	186.82	519695	556.08*
COUNTY JUDGE			
UNITED STATES POSTAL SERVICE	4.57	519635	

NAME	AMOUNT	CHECK NO.	TOTAL
ROCKY LAWDERMILK	1,350.00	519643	
THE YOES LAW FIRM, LLP	500.00	519654	
GRACE NICHOLS	450.00	519666	
HARVEY L WARREN III	2,750.00	519669	
ODP BUSINESS SOLUTIONS, LLC	88.75	519744	5,143.32*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	1.66	519635	1.66*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	3.00	519635	3.00*
PRINTING DEPARTMENT			
AMAZON CAPITAL SERVICES	135.29	519751	
FIRST CITIZENS BANK	499.00	519756	634.29*
PURCHASING DEPARTMENT			
BEAUMONT ENTERPRISE	37.95	519582	
PORT ARTHUR NEWS, INC.	35.56	519596	
UNITED STATES POSTAL SERVICE	3.15	519635	76.66*
GENERAL SERVICES			
CASH ADVANCE ACCOUNT	130.00	519591	
SPINDLETOP MHMR	36,400.25	519593	
CROWN CASTLE INTERNATIONAL	1,999.98	519649	
ROCHESTER ARMORED CAR CO INC	6,663.79	519671	
BOSWORTH PAPERS	6,105.85	519725	
CHAPMAN VENDING	190.62	519727	
CHARTER COMMUNICATIONS	2,442.83	519735	
CHARTER COMMUNICATIONS	221.14	519738	
CHARTER COMMUNICATIONS	237.46	519739	54,391.92*
DATA PROCESSING			
PRO DATA COMPUTER SERVICES, INC.	690.00	519617	
CDW COMPUTER CENTERS, INC.	454.07	519618	
VERIZON WIRELESS	75.98	519631	1,220.05*
VOTERS REGISTRATION DEPT			
CDW COMPUTER CENTERS, INC.	1,073.79	519618	
UNITED STATES POSTAL SERVICE	381.28	519635	1,455.07*
ELECTIONS DEPARTMENT			
TEXAS SECRETARY OF STATE	1,950.00	519729	1,950.00*
DISTRICT ATTORNEY			
CARDINAL GLASS, INC.	243.17	519580	
CASH ADVANCE ACCOUNT	571.68	519591	
UNITED STATES POSTAL SERVICE	140.71	519635	
THOMSON REUTERS-WEST	4,013.45	519682	
HIGGINBOTHAM INSURANCE AGENCY INC	71.00	519686	
FUNCTION 4 LLC	450.00	519696	
ODP BUSINESS SOLUTIONS, LLC	245.96	519744	5,735.97*
DISTRICT CLERK			
CASH ADVANCE ACCOUNT	1,457.54	519591	
COUNTY & DISTRICT CLERK ASSN. OF TX	10.00	519615	
UNITED STATES POSTAL SERVICE	200.25	519635	
FUNCTION 4 LLC	22.00	519696	
AERIALINK, LLC	208.26	519720	
ODP BUSINESS SOLUTIONS, LLC	77.46	519744	1,975.51*
CRIMINAL DISTRICT COURT			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	14.06	519635	
B. E. FRANKLIN LAW FIRM, PLLC	5,326.16	519750	5,340.22*
136TH DISTRICT COURT			
STATE BAR OF TEXAS	405.00	519609	
LEXIS-NEXIS	211.00	519636	616.00*
252ND DISTRICT COURT			
TODD W LEBLANC	800.00	519574	
DOUGLAS M. BARLOW, ATTORNEY AT LAW	4,650.00	519578	
UNITED STATES POSTAL SERVICE	10.61	519635	
SUMMER TANNER	1,199.00	519657	6,659.61*
279TH DISTRICT COURT			
ANITA F. PROVO	385.00	519598	
NATHAN REYNOLDS, JR.	374.00	519599	
GERMER PLLC	187.00	519619	
GLEN M. CROCKER	1,050.00	519640	
JOEL WEBB VAZQUEZ	110.00	519651	
REAUD MORGAN & QUINN LLP	440.00	519665	
WILLIAM MARCUS WILKERSON	500.00	519679	
WILLIAM FORD DISHMAN	2,050.00	519683	
JENNIFER DELAGE	2,123.00	519693	
ALICIA K HALL PLLC	2,123.00	519716	
JULIANNA NICKS	1,193.31	519757	10,535.31*
317TH DISTRICT COURT			
NATHAN REYNOLDS, JR.	2,090.00	519599	
GLEN M. CROCKER	110.00	519640	
BRITTANIE HOLMES	110.00	519677	
JENNIFER DELAGE	330.00	519693	
GORDON FRIESZ	35.00	519754	2,675.00*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	86.75	519635	
NAOMI DOYLE	177.00	519701	263.75*
JUSTICE COURT-PCT 1 PL 2			
UNITED STATES POSTAL SERVICE	22.88	519635	22.88*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	38.49	519635	
SIERRA SPRING WATER CO. - BT	41.98	519637	
DIRECTV, LLC	77.45	519732	157.92*
JUSTICE OF PEACE PCT. 8			
THOMSON REUTERS-WEST	137.38	519682	
ODP BUSINESS SOLUTIONS, LLC	13.99	519744	151.37*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	2.76	519635	2.76*
COUNTY COURT AT LAW NO. 2			
UNITED STATES POSTAL SERVICE	16.84	519635	16.84*
COUNTY COURT AT LAW NO. 3			
TODD W LEBLANC	250.00	519574	
MARVA PROVO	400.00	519597	
UNITED STATES POSTAL SERVICE	6.21	519635	
SIERRA SPRING WATER CO. - BT	36.98	519639	
JOEL WEBB VAZQUEZ	400.00	519651	
RAEGAN MINALDI	300.00	519761	1,393.19*
MEDIATION CENTER			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	11.04	519635	11.04*
SHERIFF'S DEPARTMENT			
AT&T	412.97	519608	
CDW COMPUTER CENTERS, INC.	780.39	519618	
UNITED STATES POSTAL SERVICE	1,455.13	519635	
AIRPORT GULF TOWING LLC	250.00	519655	
LAKE COUNTRY CHEVROLET, INC.	57,869.20	519703	
US FLEET TRACKING LLC	718.80	519722	61,486.49*
JAIL - NO. 2			
BELL FENCE MFG. CO.	150.00	519579	
CITY OF BEAUMONT - WATER DEPT.	24,268.59	519581	
JOHNSON SUPPLY	822.60	519592	
M&D SUPPLY	252.17	519594	
AT&T	39.61	519606	
TEXAS GAS SERVICE	750.91	519645	
INTERCONTINENTAL JET CORP	8.20	519653	
ENTERPRISE RENT-A-CAR	2,111.46	519664	
INDUSTRIAL & COMMERCIAL MECHANICAL	1,148.59	519674	
US CORRECTIONS LLC	2,272.00	519707	
TRINITY SERVICES GROUP INC	47,879.92	519711	
DONNEVILLE PRESCOTT	118.00	519721	
CIS PATROL SERVICES LLC	4,000.00	519759	
DERRICK MOTON	118.00	519764	
MELANIE HARE	59.25	519765	83,999.30*
JUVENILE PROBATION DEPT.			
VERIZON WIRELESS	54.11	519631	
UNITED STATES POSTAL SERVICE	18.45	519635	
CHAD AVY ADVERTISING & DESIGN	975.00	519702	1,047.56*
JUVENILE DETENTION HOME			
CITY OF BEAUMONT - WATER DEPT.	4,514.98	519581	
CASH ADVANCE ACCOUNT	225.84	519591	
CHARMTEX INC.	3,900.26	519646	
BEN E KEITH COMPANY	3,406.17	519650	
FLOWERS BAKING COMPANY OF HOUSTON	59.85	519747	12,107.10*
CONSTABLE PCT 1			
VERIZON WIRELESS	265.14	519631	
UNITED STATES POSTAL SERVICE	96.72	519635	
NORTH TEXAS TOLLWAY AUTHORITY	8.14	519699	
COTTON CARGO	181.75	519710	
GOT YOU COVERED WORK WEAR & UNIFORM	1,064.29	519733	
ODP BUSINESS SOLUTIONS, LLC	168.85	519744	1,784.89*
CONSTABLE-PCT 2			
CASH ADVANCE ACCOUNT	3,443.80	519591	
VERIZON WIRELESS	113.97	519631	
CHRISTOPHER BATES	63.58	519680	3,621.35*
CONSTABLE-PCT 4			
ULINE SHIPPING SUPPLY SPECIALI	64.24	519612	
VERIZON WIRELESS	113.97	519631	178.21*
CONSTABLE-PCT 6			
VERIZON WIRELESS	113.97	519631	
UNITED STATES POSTAL SERVICE	19.06	519635	
THOMSON REUTERS-WEST	137.38	519682	270.41*
CONSTABLE PCT. 7			
VERIZON WIRELESS	113.97	519631	113.97*
CONSTABLE PCT. 8			

NAME	AMOUNT	CHECK NO.	TOTAL
CASH ADVANCE ACCOUNT	1,546.90	519591	
VERIZON WIRELESS	113.97	519631	
COUNTY MORGUE			1,660.87*
SALAM INTERNATIONAL, INC	5,432.61	519622	
FORENSIC MEDICAL	107,160.00	519706	
AGRICULTURE EXTENSION SVC			112,592.61*
DAVID OATES	216.73	519690	
WALMART CAPITAL ONE	41.22	519730	
HALLEE M SMITH	27.27	519731	
ODP BUSINESS SOLUTIONS, LLC	83.70	519744	
HEALTH AND WELFARE NO. 1			368.92*
UNITED STATES POSTAL SERVICE	114.34	519635	
THOMSON REUTERS-WEST	161.89	519682	
EZEA D EDE MD	3,490.91	519718	
HEALTH AND WELFARE NO. 2			3,767.14*
ENTERGY	210.00	519586	
MCKESSON MEDICAL-SURGICAL INC	635.42	519620	
THOMSON REUTERS-WEST	161.90	519682	
EZEA D EDE MD	3,490.91	519718	
NURSE PRACTITIONER			4,498.23*
MCKESSON MEDICAL-SURGICAL INC	2,410.13	519620	
SERVET MUHITTIN SATIR	1,000.00	519726	
ENVIRONMENTAL CONTROL			3,410.13*
JACKSON-HIRSH, INC.	144.55	519589	
TEXAS ENVIRONMENTAL HEALTH ASSN.	1,000.00	519611	
INDIGENT MEDICAL SERVICES			1,144.55*
VERIZON WIRELESS	40.22	519631	
EMERGENCY MANAGEMENT			40.22*
VERIZON WIRELESS	150.00	519633	
MAINTENANCE-BEAUMONT			150.00*
JOHNSTONE SUPPLY	336.50	519576	
M&D SUPPLY	198.07	519594	
SANITARY SUPPLY, INC.	2,865.34	519602	
ACE IMAGEWEAR	500.03	519603	
TEXAS FIRE & COMMUNICATIONS	105.00	519623	
BAKER DISTRIBUTING COMPANY	359.94	519647	
OTIS ELEVATOR COMPANY	2,808.46	519648	
ERIC ALEXANDER	116.74	519714	
UNITED REFRIGERATION INC	334.04	519717	
AT&T CORP	55,296.03	519723	
AT&T CORP	11,699.35	519724	
CHARTER COMMUNICATIONS	218.37	519742	
RALPH'S INDUSTRIAL ELECTRONICS SUPP	80.56	519748	
MAINTENANCE-PORT ARTHUR			74,918.43*
ENTERGY	5,531.09	519584	
AT&T	83.15	519607	
LOWE'S HOME CENTERS, INC.	726.57	519641	
TEXAS GAS SERVICE	476.81	519645	
PRO CHEM INC	98.18	519675	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	373.36	519687	
ALL TERRAIN EQUIPMENT CO	77.47	519698	
BE'S SMALL ENGINE SERVICES	450.00	519708	
CHARTER COMMUNICATIONS	496.26	519741	

NAME	AMOUNT	CHECK NO.	TOTAL
PARKER'S BUILDING SUPPLY	1,005.45	519749	
POOL-AID	69.98	519762	
			9,388.32*
SERVICE CENTER			
ACTION AUTO GLASS	415.69	519575	
J.K. CHEVROLET CO.	184.34	519588	
M&D SUPPLY	203.75	519594	
PHILPOTT MOTORS, INC.	672.94	519595	
AT&T	96.38	519606	
JEFFERSON CTY. TAX OFFICE	7.50	519624	
JEFFERSON CTY. TAX OFFICE	7.50	519625	
JEFFERSON CTY. TAX OFFICE	7.50	519626	
JEFFERSON CTY. TAX OFFICE	7.50	519627	
JEFFERSON CTY. TAX OFFICE	7.50	519628	
JEFFERSON CTY. TAX OFFICE	7.50	519629	
JEFFERSON CTY. TAX OFFICE	7.50	519630	
BUMPER TO BUMPER	350.75	519652	
MIGHTY OF SOUTHEAST TEXAS	229.96	519672	
ADVANCE AUTO PARTS	399.28	519681	
SILSBEE FORD INC	209.49	519684	
TEXAS DEPARTMENT OF MOTOR VEHICLES	7.50	519688	
DENNIS LOWE	123.49	519691	
MIDNIGHT AUTO	99.95	519694	
O'REILLY AUTO PARTS	285.18	519704	
TOWN AND COUNTRY FORD	3,191.23	519755	
			6,522.43*
			489,562.51**
MOSQUITO CONTROL FUND			
RITTER @ HOME	52.90	519600	
ACE IMAGEWEAR	148.84	519603	
SHERWIN-WILLIAMS	289.05	519604	
UNITED PARCEL SERVICE	49.51	519613	
LJA ENGINEERING INC	725.00	519673	
AIRGAS USA, LLC	521.42	519705	
CY-FAIR TIRE	16.50	519709	
AERO PERFORMANCE	285.51	519746	
PARKER'S BUILDING SUPPLY	52.37	519749	
TEXAS DEPARTMENT OF AGRICULTURE	150.00	519752	
NORTHGATE DOOR OF TEXAS	250.00	519763	
			2,541.10**
J.C. FAMILY TREATMENT			
MARY BEVIL	20.00	519715	
			20.00**
LAW LIBRARY FUND			
THOMSON REUTERS-WEST	499.28	519682	
			499.28**
EMPG GRANT			
VERIZON WIRELESS	113.39	519633	
			113.39**
JUVENILE PROB & DET. FUND			
VERIZON WIRELESS	71.09	519631	
STABLE-SPIRIT	1,000.00	519662	
			1,071.09**
COMMUNITY SUPERVISION FND			
VERIZON WIRELESS	33.13	519631	
UNITED STATES POSTAL SERVICE	51.41	519635	
REDWOOD TOXICOLOGY LABORATORY, INC	324.07	519658	
CHARTER COMMUNICATIONS	194.84	519740	
			603.45**
COMMUNITY CORRECTIONS PRG			
CORRECTIONAL COUNSELING, INC.	699.83	519573	
			699.83**
DRUG DIVERSION PROGRAM			
SAM HOUSTON STATE UNIVERSITY	290.00	519601	
			290.00**
SHERIFF'S TRAINING GRANT			

NAME	AMOUNT	CHECK NO.	TOTAL
EAN SERVICES LLC	989.00	519685	989.00**
LAW OFFICER TRAINING GRT			
WALMART CAPITAL ONE	175.63	519730	175.63**
COUNTY CLERK - RECORD MGT			
MANATRON INC	967.67	519660	967.67**
J.P. COURTROOM TECH. FUND			
VERIZON WIRELESS	227.94	519631	227.94**
HOTEL OCCUPANCY TAX FUND			
D&S SIGN & SUPPLY, INC.	193.50	519577	
ENTERGY	1,478.18	519584	
HALL-MCSWEEN CANVAS & UPHOLSTERY	55.00	519587	
UNITED STATES POSTAL SERVICE	5.52	519635	
GULF COAST ELECTRIC CO., INC.	24,000.00	519663	
ATTABOY TERMITE & PEST CONTROL	65.00	519667	
FERGUSON ENTERPRISES INC	66.67	519697	
GEORGE WEST	30.15	519734	
CHARTER COMMUNICATIONS	130.63	519736	
MUNRO'S UNIFORM SERVICES, LLC	138.04	519745	26,162.69**
CRIME LAB FUNDING CJD			
T.A.P.E.I.T. TREASURER	700.00	519642	
ALCOHOL TESTING ALLIANCE	450.00	519644	1,150.00**
AIRPORT FUND			
ENTERGY	101.80	519585	
AT&T	447.03	519606	
VERIZON WIRELESS	37.99	519631	586.82**
SE TX EMP. BENEFIT POOL			
EXPRESS SCRIPTS INC	226,101.59	519700	
UNITED HEALTHCARE SERVICES INC	282,190.18	519713	
RETIREE FIRST	188,345.77	519758	696,637.54**
BAIL BONDING FUND			
JEFFERSON CTY. CLERK	2,214.13	519572	
JEFFERSON CTY. DISTRICT CLERK	941.56	519590	3,155.69**
SHERIFF'S FORFEITURE FUND			
OCARC INC	3,000.00	519616	3,000.00**
JUSTICE COURT SUPPORT FND			
VERIZON WIRELESS	37.99	519631	
ODP BUSINESS SOLUTIONS, LLC	29.55	519744	67.54**
LANGUAGE ACCESS FUND			
ANITA U SEPEDA	100.00	519670	
RUBEN ZAPATA	200.00	519753	300.00**
BRIC/FMA GRANT			
TIDAL BASIN GOVERNMENT CONSULTING	1,582.50	519719	1,582.50**
GLO DISASTER RECOVERY			
MK CONSTRUCTORS	161,250.00	519676	161,250.00**
GUARDIANSHIP FEE			

NAME	AMOUNT	CHECK NO.	TOTAL
JERRY JOHN BRAGG	300.00	519668	300.00**
APPELLATE JUDICIAL SYSTEM			
9TH COURT OF APPEALS	2,020.87	519661	2,020.87**
CNTY & DIST COURT TECH FD			
VERIZON WIRELESS	113.97	519631	113.97**
MARINE DIVISION			
ENTERGY	677.13	519584	
AT&T	116.50	519606	
ADVANCED SYSTEMS & ALARM SERVICES,	404.00	519621	
VERIZON WIRELESS	303.92	519632	
SIERRA SPRING WATER CO. - BT	77.46	519638	1,579.01**
2021 PORT SECURITY GRANT			
SOUTHWEST BUILDING SYSTEMS	19,240.50	519605	19,240.50**
			1,461,014.76***

EXHIBIT A - REVISION

Subrecipient Project Information and Approved Work
****This revised Exhibit A supersedes all previous versions****

Subrecipient Entity Name

Subrecipient Mailing Address

Subrecipient Primary Contact

Name: _____
Title: _____
Email: _____
Phone #: _____

Subrecipient Secondary Contact

Name: _____
Title: _____
Email: _____
Phone #: _____

Subrecipient Unique Entity Identifier

SLFRF Subaward Amount

Project Name

Project Physical Address

Project Description

Project Goals / Intended Outcomes

Approved Activities / Scope of Work

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

Jefferson County Approval & Date

Subrecipient Signature & Date

EXHIBIT A - REVISION

Subrecipient Project Information and Approved Work
****This revised Exhibit A supersedes all previous versions****

Subrecipient Entity Name

Subrecipient Mailing Address

Subrecipient Primary Contact

Name: _____
Title: _____
Email: _____
Phone #: _____

Subrecipient Secondary Contact

Name: _____
Title: _____
Email: _____
Phone #: _____

Subrecipient Unique Entity Identifier

SLFRF Subaward Amount

Project Name

Project Physical Address

Project Description

Project Goals / Intended Outcomes

Approved Activities / Scope of Work

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

Jefferson County Approval & Date

Subrecipient Signature & Date

ELECTION DAY NOVEMBER 5, 2024

November Presidential Election – Countywide Polling – All precincts may vote at any Vote Center.
(*Noviembre Presidencial eleccion – Lugares de votacion en todo el condado – Todos los precinctos pueden votar en cualquier centro de votacion.*)

Election Day Polling Places	Address	City, State, Zip Code
<i>Localizaciones</i>	<i>Direccion</i>	<i>Cuidad, Estado,Codigo postal</i>
Amelia Elementary School (Gymnasium)	565 S. Major Dr	Beaumont, TX 77707
BISD Administration Building (Boardroom)	3395 Harrison Ave	Beaumont, TX 77706
Precinct 1 Service Center (Front Conference Room)	20205 W. Hwy 90	China, TX 77613
Rogers Park Community Center	6540 Gladys Ave	Beaumont, TX 77706
RC Miller Library (Meeting Room)	1605 Dowlen Road	Beaumont, TX 77706
Caldwood Elementary (Gymnasium)	102 Berkshire Lane	Beaumont, TX 77707
Bevil Oaks Civic Center	7390 Sweetgum Road	Bevil Oaks, TX 77713
Hebert Library (Community Room)	2025 Merriman St	Port Neches, TX 77651
Jefferson County WCID 10 Fire Station (Front Lobby)	2024 Spurlock Rd.	Nederland, TX 77627
Nederland Recreation Center (Meeting Room)	2301 Avenue H	Nederland, TX 77627
Ray Chesson Office Building (Courtroom)	19217 FM 365	Beaumont, TX 77705
Jefferson County ESD #4 (Main Meeting Room)	12880 FM 365	Beaumont, TX 77705
Marion & Ed Hughes Public Library (Meeting Room)	2712 Nederland Ave	Nederland, TX 77627
Groves Activity Building (Lounge)	6150 39 th Street	Groves, TX 77619
Hamshire VFD and Community Center	12318 2 nd St	Hamshire, TX 77622
DeQueen Elementary (Fifth Grade Hall)	740 DeQueen Blvd	Port Arthur, TX 77640
Jefferson County Sub-Courthouse (Foyer)	525 Lakeshore Dr	Port Arthur, TX 77640
El Vista Community Center	615 Ellias Street	Port Arthur, TX 77640
Port Acres Elementary (Main Hallway)	5900 Jade Ave	Port Arthur, TX 77640
Port Arthur Library (Lucy Stiefel Gallery)	4615 9 th Avenue	Port Arthur, TX 77642
R.L. Gabby Eldridge Center	5262 S. Gulfway Dr	Sabine Pass, TX 77655
Travis Elementary (Library)	1115 Lakeview Ave	Port Arthur, TX 77642
Alice Keith Park Recreation Center	4075 Highland Ave	Beaumont, TX 77705
Charlton-Pollard Elementary (Gymnasium)	825 Jackson St	Beaumont, TX 77701
Lamar University Montagne Center (Cardinal Club Room)	4401 S. MLK Pkwy	Beaumont, TX 77705
Jefferson County Courthouse (Lobby) Main Polling Location	1085 Pearl St	Beaumont, TX 77701
John Paul Davis Community Center	3580 E. Lucas Dr	Beaumont, TX 77703
Precinct 4 Service Center (Conference Room)	7780 Boyt Rd	Beaumont, TX 77713
Roy Guess Elementary (Hallway near Gymnasium)	8055 Voth Rd.	Beaumont, TX 77708
Sterling Pruitt Center (Multi-purpose Room)	2930 Gulf St	Beaumont, TX 77703
Theodore Johns Library (Meeting Room)	4255 Fannett Rd	Beaumont, TX 77705



Gulf Coast Protection District

Annual Report - 2023

*Submitted to the Texas Legislature, the Legislative Budget Board,
the Texas General Land Office, and the Commissioners Courts of
Chambers, Galveston, Harris, Jefferson, and Orange Counties*

April 2024

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Appendix A: 2023 Annual Financial Report and Independent Audit

1. Introduction

In accordance with its authorizing legislation, Senate Bill (SB) 1160 (87th regular legislative session), as codified in Chapter 9502 Texas Special District Local Laws Code (the “Enabling Legislation”), the Gulf Coast Protection District (GCPD) shall annually submit a report to the Texas Legislature, the Legislative Budget Board, the Texas General Land Office (GLO), and the commissioners courts of Chambers, Galveston, Harris, Jefferson, and Orange counties. The report must:

1. describe the District’s financial condition and operations during the preceding year;
2. propose a budget for the following year; and
3. describe generally the work proposed for the following year.

Included herein is the GCPD’s annual report covering the period from January 1, 2023 through December 31, 2023. Questions related to this report should be directed to Nicole Sunstrum, Executive Director. More information on the GCPD can be found at www.gcpdtexas.com.

2. District Overview

Along the Texas coast, vital resources critical to the social, economic, and environmental welfare of the nation are at risk. When coastal storms damage homes, businesses, industry, infrastructure, and the natural environments of the Texas coast, the immediate fallout and the continued aftermath affect not only the people who live in these coastal counties, but also the entire State of Texas and the nation as a whole.

The GCPD was created in 2021 by the 87th regular Texas Legislature to oversee the implementation of an integrated and comprehensive coastal resilience strategy for the upper Texas coast. Specifically, this includes assuming the role of non-federal sponsor for portions of the federally-funded, and U.S. Army Corps of Engineers (USACE)-led, Coastal Texas Project and Sabine Pass to Galveston Bay (S2G) Project.



These projects represent a systemwide risk management strategy for the coastline of Texas, employing multiple lines of defense to reduce the risk of coastal storm surge to people and property and to restore degraded coastal ecosystems. Focused on redundancy and robustness, the proposed system of improvements will increase the State's ability to withstand and recover from coastal storms, to adapt to changing sea levels, and to maintain critical social, economic, and support systems which serve both Texas and the entire nation.

The GCPD contains approximately 5,220 square miles of land covering Chambers, Galveston, Harris, Jefferson, and Orange counties. Upon completion of construction, the GCPD will operate and maintain select improvements in conjunction with local jurisdictions.

Specific to the execution of its responsibilities, the GCPD has established the following high-level goals and priorities:

- **Partnership Driven:** The GCPD shall partner closely with local, state, and federal entities to collaboratively deliver the Coastal Texas and S2G projects for the benefit of local communities, the entire State of Texas, and the nation at large.
- **Community Focused:** The GCPD shall emphasize engaging and partnering with local communities and interested stakeholders to develop community supported projects which responsibly address the needs and concerns of at-risk and impacted parties.
- **Performance Oriented:** The GCPD shall focus on collaborating with the USACE in the design of efficient and effective projects, meeting established performance standards, in full compliance with all environmental laws and regulations. The GCPD shall advocate for, and support, the USACE in expediting project sequencing and delivery to deliver benefits as quickly as possible and to minimize total project cost.
- **Equitably Structured:** The GCPD shall focus on developing an equitable and sustainable model for funding the non-federal design and construction cost share in addition to any future operations and maintenance costs.

2.1. Enabling Legislation / Statutory Authority

The GCPD was created by the Texas Legislature in 2021 (87th regular legislative session) pursuant to the Enabling Legislation, which was authored by Senator Larry Taylor and sponsored by Representative Dennis Paul. The Enabling Legislation established the GCPD as a special district under Section 59, Article XVI, Texas Constitution. The GCPD was created as an instrumentality for implementing large-scale coastal protection projects within the established District territory, comprised of Chambers, Galveston, Harris, Jefferson, and Orange counties, and within any territory annexed by the District pursuant to the Enabling Legislation. Specifically, these projects were identified as the Sabine Pass to Galveston Bay, Texas, Coastal Storm Risk Management and Ecosystem Restoration Final Integrated Feasibility Report – Environmental Impact Statement (the “S2G Project”) and the Coastal Texas Protection and Restoration Study and Environmental Impact Statement (the “Coastal Texas Project”).

The Enabling Legislation explicitly grants the GCPD powers to:

- establish, construct, extend, maintain, operate, or improve a coastal barrier or storm surge gate,
- establish, construct, maintain, or operate portions of the Coastal Texas Project and the S2G Project,



Our Mission: To protect Texas Gulf Coast communities, the environment, and economic activity from storm surge

- provide interior drainage remediation or improvements to reduce additional flood risk for a component of the Coastal Texas Project and the S2G Project, where additional flood risk results from the design or construction of the project, and
- establish, construct, and maintain recreational facilities for public use and environmental mitigation facilities related to the Coastal Texas Project and the S2G Project.

The Enabling Legislation provides the GCPD the authority to issue bonds, impose fees, impose an ad valorem tax, and utilize the power of eminent domain in limited circumstances, pursuant to the established mission of the District.

Specific to funding, the GCPD must hold an election to obtain voter approval before the District may impose an ad valorem tax or issue bonds payable from ad valorem taxes. The GCPD is prohibited from imposing a tax rate greater than 5 cents on each \$100 of taxable assessed value. The District may also, without voter approval, issue bonds, notes, or other obligations secured by revenue other than ad valorem taxes. In cooperation with the GLO, or another state agency, the GCPD can accept funding directly appropriated by the Texas Legislature.

Specific to land acquisition, the GCPD may acquire property appropriate for the exercise of the District's functions. The District will attempt to acquire property voluntarily first. In the event eminent domain authority must be exercised, eminent domain actions will be conducted under Chapter 21 of the Texas Property Code, recognizing the Texas Landowner's Bill of Rights. The Enabling Legislation also sets restrictions on the District's eminent domain authority, prohibiting it from exercising the power of eminent domain to acquire property owned or operated by a port authority, navigation district, drainage district, or common carrier railroad.

The GCPD is also granted the authority to enter into design agreements, project partnership agreements, or other similar agreements with the USACE in relation to the Coastal Texas Project or the S2G Project, which is a requirement for these projects to move forward. Furthermore, the GCPD may enter into cooperative agreements with a political subdivision, a state agency, or another federal agency for a purpose related to the Coastal Texas Project or the S2G Project. This includes the authority to enter into interlocal agreements with political subdivisions and the ability to accept or assign the rights or obligations in an existing design agreement or an existing project partnership agreement between the political subdivision and the USACE. Similarly, the GCPD and another governmental entity may enter into contracts with each other, including in relation to the funding of and/or operation and maintenance of the Coastal Texas Project or the S2G Project.

2.2. Organizational Structure

The GCPD is governed by an eleven-member Board of Directors and managed by an Executive Director. The commissioners courts of Chambers County, Galveston County, Harris County, Jefferson County, and Orange County each shall appoint one director. The Governor, with the advice and consent of the Senate, shall appoint six directors as follows:

- two directors to represent Harris County, in addition to the member appointed by the Harris County Commissioners Court,
- one director to represent a municipality in the District,
- one director to represent ports,
- one director to represent industry, and
- one director to represent environmental concerns.

Directors serve staggered four-year terms. When a director's term expires, the appointing entity shall appoint a successor. In addition, the Board of Directors shall elect a presiding officer from among the directors to serve in that position for two year terms, provided that no presiding officer may serve for more than two consecutive terms.

As of December 31, 2023, the following members serve on the GCPD Board of Directors:

Table 1: GCPD Board of Directors

Name	Role	Appointment	Term Expires
Michel Bechtel	President	Governor appointee, to represent Harris County	June 16, 2025
Robert Mitchell	Vice President	Governor appointee, to represent Harris County	June 16, 2025
Sally Bakko	Assistant Secretary	Governor appointee, to represent a municipality in the District	June 16, 2025
Roger Guenther	Director	Governor appointee, to represent ports	June 16, 2025
Sharon Hulgan*	Director	Governor appointee, to represent industry	June 16, 2025
Lori Traweek	Director	Governor appointee, to represent environmental concerns	June 16, 2025
Billy Combs	Director	Chambers County appointee	June 16, 2027
Roger Quiroga**	Secretary	Galveston County appointee	June 16, 2027
Adrian Garcia	Director	Harris County appointee	June 16, 2027
Allan Ritter	Director	Jefferson County appointee	June 16, 2027
Kirk Roccaforte	Director	Orange County appointee	June 16, 2027

* Ms. Hulgan was appointed on December 11, 2023 to replace former Director Michael VanDerSnick, who resigned on November 17, 2023

** Seat currently vacant. A replacement will be appointed by the Galveston County Commissioners Court in early 2024.

The Board of Directors generally meets on the second Wednesday of each month at 10:00 a.m. The Board of Directors invites all members of the public to attend its meetings. In addition, all meetings are live-streamed online on the GCPD website. Agendas for Board of Directors meetings are posted on the GCPD website.

Nicole Sunstrum is the Executive Director of the GCPD. The Executive Director is responsible for the day-to-day management of the District and reports directly to the Board of Directors.

2.3. Relevant Legislative History

The following section summarizes the applicable legislative history, at the state level, as it relates to the GCPD, the S2G Project, and the Coastal Texas Project.

In 2019, the 86th regular session of the Texas Legislature advanced the S2G Project in two pieces of legislation:

- [SB 2212](#), authored by Senator Larry Taylor, allowed Jefferson County Drainage District No. 7 (DD7), the Velasco Drainage District (VDD), and the Orange County Drainage District (OCDD) to become non-federal sponsors and to sign project partnership agreements with the USACE.
- [SB 500](#), a supplemental budget bill introduced by Senator Jane Nelson, appropriated \$200M for the purpose of meeting any non-federal cost-sharing obligations for the S2G Project.

In 2021, the 87th regular session of the Texas Legislature advanced the Coastal Texas Project and the S2G Project in two pieces of legislation:

- [SB 1160](#), authored by Senator Larry Taylor, created the GCPD to be the non-federal sponsor for portions of the Coastal Texas Project and the S2G Project, including coastal storm risk management components within the District's territory.
- [SB 1](#), the general budget bill introduced by Senator Jane Nelson, appropriated \$200 million for Coastal Texas Project and S2G Project programmatic expenses, including non-federal cost sharing obligations, and for GCPD's administrative costs.

In 2023, the 88th regular session of the Texas Legislature advanced the Coastal Texas Project and the S2G Project in two pieces of legislation:

- [HB 1](#), the general appropriations bill advanced by Chairs Bonnen and Huffman, appropriated \$550M for Coastal Texas Project and S2G Project programmatic expenses, including non-federal cost sharing obligations, and for GCPD’s administrative costs.
- [HB 5409](#), amended the District’s Enabling Legislation to clarify procedures related to the composition of the Board of Directors should additional counties elect to join the GCPD.

3. GCPD Projects Overview

The GCPD currently serves or will serve as the non-federal sponsor for portions of the Coastal Texas Project and the S2G Project. Specifically, as illustrated below, this includes serving as the non-federal sponsor for the Galveston Bay Storm Surge Barrier System (part of the Coastal Texas Project) and the Orange County Project (part of the S2G Project). In addition, while not the non-federal sponsor, the GCPD supports DD7 by administering and distributing funding received/collected by the GCPD for the purpose of the Port Arthur Project. Additional information on each project is provided below.

GCPD’s Role in the Coastal Texas Project and S2G Project



3.1. Coastal Texas Project

The [Coastal Texas Project](#) includes a combination of ecosystem restoration and coastal storm risk management features that function as a system to reduce the risk of coastal storm surge to people and property and to restore degraded coastal ecosystems through a comprehensive approach employing multiple lines of defense. Focused on redundancy and robustness, the proposed system provides increased resiliency along the Texas coast and is adaptable to future conditions, including relative sea level change.

The Coastal Texas Project can be broken into three groupings, as follows:

- on the upper Texas coast, the **Galveston Bay Storm Surge Barrier System** was formulated as a system with multiple lines of defense to reduce damage to communities, critical petrochemical and refinery complexes, federal navigation channels, and other existing infrastructure in and around Galveston Bay from storm surge. The GCPD is serving as the non-federal sponsor for these projects.
- a **Coastwide Ecosystem Restoration Plan** was formulated to restore degraded ecosystems that buffer communities and industry on the Texas coast from erosion, subsidence, and storm losses. This includes a combination of ecosystem restoration measures proposed at eight locations along the coast, and include approximately 114 miles of breakwaters, 15 miles of bird rookery islands, 2,000 acres of marsh, 12 miles of oyster reef, and almost 20 miles of beach and dune. The GLO is serving as the primary non-federal sponsor for these projects.
- on the lower Texas coast, the **South Padre Island Beach Nourishment Project** was formulated to include 2.9 miles of beach nourishment and sediment management. The plan proposes beach nourishment on a 10-year cycle for the authorized project life of 50 years. The GLO is serving as the non-federal sponsor for this project.

The various components of the Coastal Texas Project are illustrated in *Figure 1* below. As discussed previously, the GCPD is serving as the non-federal sponsor for the Galveston Bay Storm Surge Barrier System, which is detailed in the blue box and anticipates serving as the non-federal sponsor for the Bolivar Peninsula and West Bay GIWW Shoreline and Island Protection Project, which is detailed in the box labeled G28.

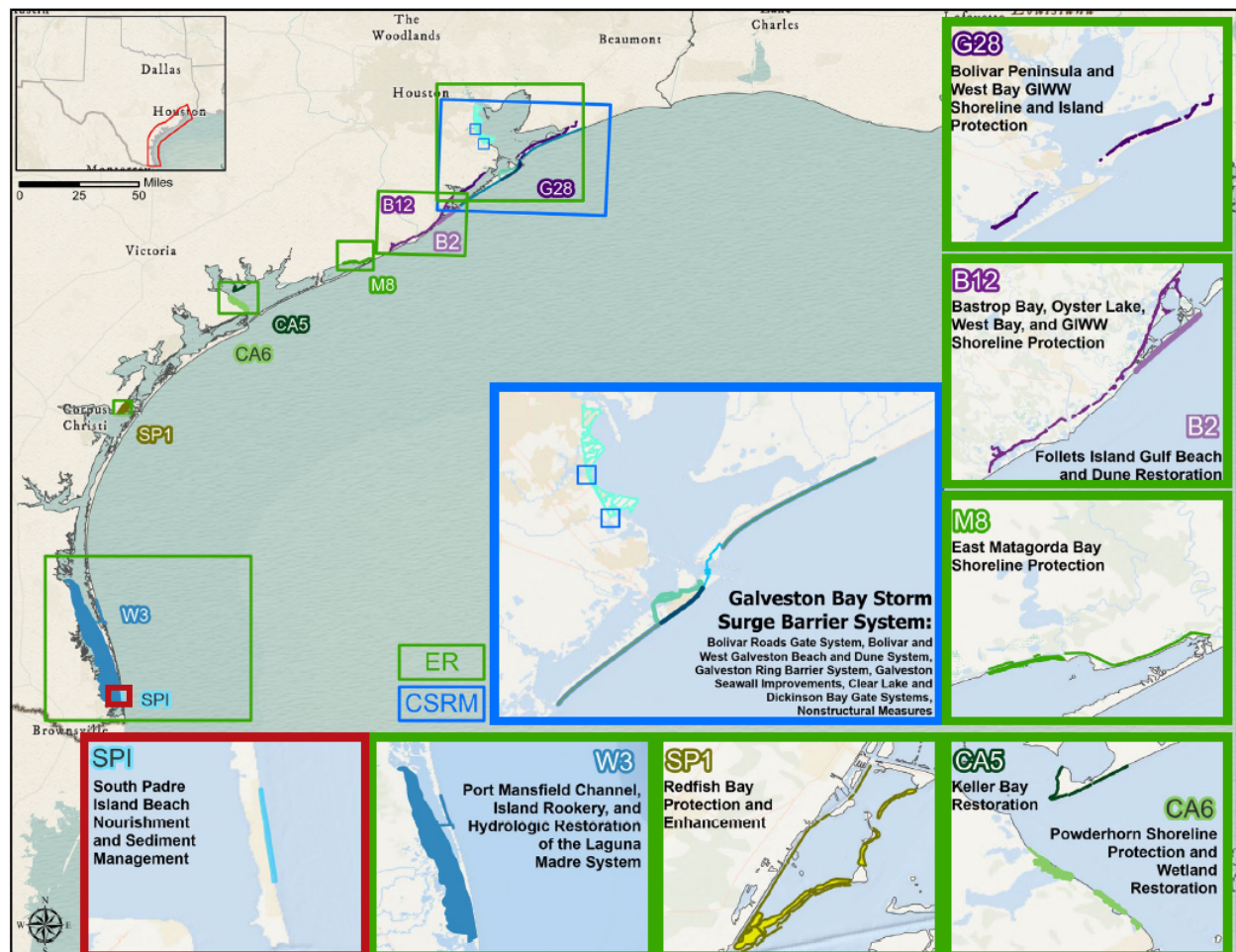


Figure 1: Coastal Texas Project Overview Map

Specific to the GCPD's responsibilities, the Galveston Bay Storm Surge Barrier System includes:

- the Bolivar Roads Gate System, across the entrance to the Houston Ship Channel, between Bolivar Peninsula and Galveston Island.
- 43 miles of beach and dune segments on Bolivar Peninsula and West Galveston Island that work with the Bolivar Roads Gate System to form a continuous line of defense against storm surge, preventing or reducing the volume of storm surge that would enter the bay system.
- improvements to the existing 10-mile Seawall on Galveston Island to complete the continuous line of defense against storm surge.
- an 18-mile Galveston Ring Barrier System that impedes bay waters from flooding neighborhoods, businesses, and critical health facilities within the City of Galveston.
- two surge gates on the west perimeter of Galveston Bay (at Clear Lake and Dickinson Bay) to reduce surge volumes that push into neighborhoods around the critical industrial facilities that line Galveston Bay.

- Complementary non-structural measures, such as home elevations or floodproofing, to further reduce bay-surge risks along the western perimeter of Galveston Bay.

Additional information on the Coastal Texas Project can be found at www.coastaltexasproject.com.

PROJECT STATUS: The Coastal Texas Project was authorized by Congress for design and construction as part of Section 8401 of the Water Resources Development Act (WRDA) of 2022. However, as of December 31, 2023, Congress has not yet appropriated funding for the Coastal Texas Project. On July 12, 2023, the USACE and GCPD signed a Memorandum of Understanding (MOU) to partner on design activities for the Coastal Texas Project. This MOU is an interim agreement that allows for design efforts performed by the GCPD in support of the project to be credited towards the GCPD's ultimate cost-share obligations when GCPD executes a design agreement as non-federal sponsor for components of the Coastal Texas Project. Permanent agreements must still be executed between the USACE and its non-federal sponsors (either in the form of a design agreement or a project partnership agreement). Initial federal funding is expected in 2024 or 2025, which would allow the initial phases of the Coastal Texas Project to commence. The pace of implementation activities will depend on the scale of federal funding which is received or appropriated. Critically, funding provided by the Texas Legislature in the 88th regular session will serve as the required non-federal share for initial design and construction activities, facilitating immediate action once federal funding is received or appropriated. State funding may also be used to initiate or accelerate project activities in advance of the receipt of federal funding.

3.2. Sabine Pass to Galveston Bay Project

The [S2G Project](#) is comprised of three unique projects: improvements to existing hurricane flood protection systems in the Freeport area (the Freeport Project) and the Port Arthur area (the Port Arthur Project), as well as the construction of a new coastal storm risk management system in Orange County (the Orange County Project). The objectives of the overall S2G Project include:

- reducing risks to human life from coastal storm surge,
- reducing economic damages to residents, businesses, and infrastructure,
- enhancing energy security by reducing storm surge risk to petrochemical facilities, and
- reducing adverse physical economic impacts to waterways used for recreational and commercial purposes.



Figure 2: S2G Project Overview Map

The GCPD serves as the non-federal sponsor for the Orange County Project only. As discussed above, DD7 serves as the non-Federal sponsor for the Port Arthur Project, with support from the GCPD. The GCPD has no responsibility for the Freeport Project, as Brazoria County is not part of the GCPD. VDD serves as the non-federal sponsor for the Freeport Project. Additional information on the Orange County Project and the Port Arthur Project is provided in the following sections, and at <https://sabine-to-galveston-usace-swg.hub.arcgis.com/>.

PROJECT STATUS: The S2G Project was authorized by Congress as part of WRDA 2018 and funded for design and construction by the Bipartisan Budget Act of 2018. Detailed status updates for the Orange County Project and the Port Arthur Project are provided in Sections 3.3 and 3.4.

3.3. The Orange County Project

When coastal storms hit Orange County, storm surge from the Gulf of Mexico moves north through Sabine Lake and the Sabine River and inundates the low-lying areas of Orange County. The [Orange County Project](#) will involve the construction of a levee/floodwall system to reduce the risk of storm surge and flooding that can impact most of Orange County, as well as its critical industrial facilities. Specific features authorized for design and construction as part of the Orange County Project include:

- new earthen levees,
- new concrete floodwalls,
- new gravity drainage structures and pump stations, providing interior drainage for areas behind the levee/floodwall,
- closure structures/gates located at road and railroad crossings,
- navigable sector gates, with adjacent vertical lift gates, at Adams and Cow Bayous, and
- restoration of coastal marsh and preservation of wetlands, as mitigation for the ecosystem values lost due to the construction and operation of the project.

Importantly, the Orange County Project is being designed to reduce the risk of flooding from coastal storm surge, while not increasing the impacts from local rainfall flood events within Orange County.

PROJECT STATUS: The Project Partnership Agreement between USACE and the GCPD was executed on April 29, 2022. The Orange County Project is currently in the design phase. In this phase, the engineering design of the project is advanced and necessary environmental reviews and approvals are secured. Accomplishments in 2023 include completing system-wide field surveying and interior drainage modeling. Current work efforts include:

- performing system-wide geotechnical investigations;
- performing system-wide Phase 2 environmental site assessments;
- performing supplemental interior drainage modeling;
- preparing preliminary designs and cost estimates for all system features;
- advancing final plans, specifications, and cost estimates for three initial construction contracts;
- preparing environmental documentation and performing agency coordination;
- performing cultural resources investigations and agency coordination;
- coordinating with project partners, stakeholders, and impacted parties; and
- preparing for the development of a Post Authorization Change Report.

Pending USACE approvals and environmental clearance, it is anticipated that initial construction contracts could be awarded in the 2025/2026 timeframe.

3.4. The Port Arthur Project

Authorized by the Flood Control Act of 1962, the existing Port Arthur hurricane flood protection system consists of approximately 32 miles of levees, floodwalls and associated coastal storm risk management infrastructure, which are operated and maintained by the non-federal sponsor, DD7. In the face of stronger

storms and rising seas, improvements are necessary to increase the level of protection (risk reduction) provided by the system. Specific features authorized for design and construction as part of the [Port Arthur Project](#) include:

- the raising of approximately 16 miles of existing levees,
- the addition or reconstruction of approximately 6 miles of floodwall and associated tie-in structures,
- the construction of approximately 2 miles of new earthen levee,
- the replacement of 20 closure structures located at road and railroad crossings, and
- erosion protection improvements at multiple locations.

Wherever possible, improvements will be constructed within the footprint of the existing hurricane flood protection system (and within DD7 easements/rights-of-way). Furthermore, the Port Arthur Project is being designed to reduce the risk of flooding from coastal storm surge, while not increasing the impacts from local rainfall flood events within the Port Arthur area.

PROJECT STATUS: The Project Partnership Agreement between USACE and the DD7 was executed on November 29, 2019. The Port Arthur Project is currently in the Construction phase. In this phase, multiple separate construction contracts are being awarded to construct different segments of the project. Accomplishments in 2023 include:

- addressing deficiencies on Contract PAV01 (for levee raise);
- bid and award of Contract PAV03A (for fronting protection);
- initiation of utility relocations on Contract PAV03B and Contract PAV03C;
- preparation and approval of a Supplemental Environmental Assessment;
- coordinating with USACE on HTRW policy and approvals; and
- developed scope of work for Post Authorization Change Report.

Current work efforts include:

- ongoing construction of Contract PAV03A;
- performing HTRW related site investigations and laboratory testing;
- finalizing design on Contract PAV03B, Contract PAV03C, and Contract PAV03;
- continuing utility relocations on Contract PAV03B, Contract PAV03C, and Contract PAV03;
- continuing design on Contract PAV03D and Contract PAV05;
- preparing for the bid and award of Contract PAV04; and
- preparing for the development of a Post Authorization Change Report.

3.5. GCPD Responsibilities

The specific obligations of the non-federal sponsor are detailed in the applicable agreements between the USACE and the non-federal sponsor. While agreements have been executed for the three S2G projects, and therefore specific non-federal obligations are known for the S2G Project, no permanent agreements have been executed yet in furtherance of the Coastal Texas Project. However, as agreements largely follow a model agreement employed by the USACE, the obligations of the non-federal sponsor are generally known.

At the highest level, the most critical obligations of the non-federal sponsor include:

- comply with all requirements of the applicable federal laws and implementing regulations,
- contribute 35% of design and construction costs for the specified components of the Coastal Texas Project,
- review and provide comments on contract solicitations, relevant plans and specifications, contract modifications, and contract claims (design review efforts),
- provide to the federal government all lands, easements, rights-of-way, relocations (including the relocation of utilities within the project footprint), and disposal areas needed for the construction, operation, and maintenance of the project,

- undertake investigations to identify the existence and extent of any hazardous, toxic, or radioactive waste (HTRW) on or under any real property interests required for the specified components of the Coastal Texas Project,
- if property impacted by HTRW is to be provided to the federal government, perform necessary cleanup and response efforts at no cost to the federal government (100% cost-share),
- operate, maintain, repair, rehabilitate, and replace the specified components of the Coastal Texas Project, or such functional portion thereof, at no cost to the federal government (100% cost-share), and
- participate in and ensure compliance with applicable federal floodplain management and flood insurance programs.

When determining the cost-share obligations of the non-federal sponsor, the following contributions are generally allowed:

- cash contributions,
- work-in-kind contributions, when agreed to by the federal government, representing work that the federal government would have performed otherwise, and
- credit for the lands, easements, rights-of-way, relocations, and disposal areas provided to the federal government by the non-federal sponsor, subject to the established crediting policies.

3.6. Estimated Cost Share

Current project cost and non-federal cost-share estimates for the S2G Project and the Coastal Texas Project are presented below, as they apply to the GCPD. These costs are presented at a certain price level (*e.g.*, 2018 or 2023), considering either first cost (meaning the cost of the project if it were constructed in that year) or fully-funded cost (meaning the cost of the project through the period of construction). The USACE is currently updating cost estimates and cost-share estimates to reflect anticipated project schedule (recognizing that construction will not begin for years, in many instances), ongoing design refinements, and importantly, to account for inflation through the period of construction.

For the Orange County Project, cost information from the Feasibility Report / Congressional Authorization is presented. Project cost and cost-share estimates are currently being updated by USACE. Cost will be increasing to reflect inflation and the status of ongoing design efforts.

For the Port Arthur Project, cost information from a 2023 cost estimate provided by USACE is presented. A final certified cost estimate is anticipated to be available in 2025. The information presented reflects a fully-funded cost estimate through the period of construction.

For the Coastal Texas Project, cost information from the Feasibility Report / Congressional Authorization (updated to a FY23 price level) is presented for the Galveston Bay Storm Surge Barrier System (GBSSBS). Project cost and cost-share estimates are currently being updated by USACE. Cost estimates will be increasing to reflect inflation and the status of ongoing design and construction efforts. The presented cost estimate is a first cost, representing the cost of the project if it were constructed today, not a fully-funded cost through the actual duration of construction.

Ultimate cost-share obligations will be based on the actual cost of each project when constructed, accommodating for inflation, design changes, and other factors.

Table 2: Estimated S2G Project and Coastal Texas Project Cost Share*

Project Name	Total Cost	Price Level	Non-federal Share	Non-federal Sponsor
S2G: Orange County	\$2.39B	FY18 (Fully Funded)	\$837M	GCPD
S2G: Port Arthur	\$1.69B	FY23 (Fully Funded)	\$592M	DD7
Coastal Texas: GBSSBS	\$31.20B	FY23 (First Cost)	\$11.79B	GCPD

*All cost estimates are currently being updated and revised by USACE, and accordingly are subject to change.

3.7. Estimated Schedule

All schedules presented herein are preliminary, approximate, and subject to change. The pace of project advancement will be contingent on the following primary factors, among others:

- pace and scale of congressional appropriations,
- speed of design and environmental compliance activities, and
- efficiency of construction activities.

3.7.1. Coastal Texas Project

The Coastal Texas Project was authorized by Congress in 2022, but as of December 31, 2023 no federal funding has been appropriated to the Coastal Texas Project. Upon funding, the Coastal Texas Project will shift into the design phase. Initial efforts related to the Galveston Bay Storm Surge Barrier System are anticipated to be focused on the Bolivar Roads Gate System and the Bolivar Peninsula and West Galveston Beach and Dune Systems. Depending on the timeline for environmental clearance, initial construction activities could commence in the 2025 to 2030 timeframe. The USACE and the GLO will also be working to implement the project's ecosystem restoration projects over the same timeline. The intent is to incrementally construct components of the project as funding is made available. The USACE currently anticipates that all construction for the full Coastal Texas Project could be complete in the 2040-2050 timeframe, depending on the availability of funding.

3.7.2. Orange County Project

The Orange County Project was authorized and funded in 2018, with design work beginning in 2019. Design work and environmental review is anticipated to continue for the coming years. Key upcoming milestones are anticipated to include:

- completion of preliminary engineering and cost estimating – 2024/2025
- award of initial construction contracts – 2025/2026 (pending USACE approval)
- completion and approval of Post Authorization Change Report and Supplemental Environmental Impact Statement – 2026/2027 (tentative)
- award of subsequent construction contracts – 2027/2028 (tentative)

The USACE currently anticipates that construction activities for the Orange County Project could conclude in the 2030-2035 timeframe, depending on the pace of design activities and the availability of funding.

3.7.3. Port Arthur Project

The Port Arthur Project was authorized and funded in 2018, with design work beginning in 2019. Construction began on the first segment of the project in 2021. The USACE currently anticipates completing all design activities in the 2027 timeframe and completing all construction activities in the 2033 timeframe, contingent on the pace of construction activities and the availability of funding.

4. District Oversight

Oversight of the GCPD's activities is accomplished through multiple different means, at multiple levels of government, to ensure the GCPD is executing its duties in accordance with its Enabling Legislation, as amended, and for the benefit of the people, businesses, and communities it represents.

Furthermore, the GCPD is required to comply with the Texas Open Meetings Act, the Texas Public Information Act, all applicable laws relating to local government ethics, conflicts of interest, and public disclosures, all applicable laws relating to local government contracting, and the Texas Public Funds Investment Act and the Texas Public Funds Collateral Act.

4.1. Texas Commission on Environmental Quality

The GCPD is a district subject to the continuing supervision of the Texas Commission on Environmental Quality (the "TCEQ") pursuant to Section 5.013, Water Code, and 30 Texas Administrative Code Section 293.3. Pursuant to the requirements set forth in Subchapter G, Chapter 49, Water Code, the GCPD is required to have its fiscal accounts and records audited annually, following the requirements of the accounting manuals promulgated by the TCEQ, and to submit such audits to the TCEQ, for the TCEQ's review and consideration of further action. The District's 2023 Annual Financial Report and Independent Audit, conducted by McCall Gibson Swedlund Barfoot PLLC, is provided as [Appendix A](#).

4.2. Appointed Board of Directors

As stated in [Section 2.2](#) of this report, the GCPD is governed by an eleven-member Board of Directors. The commissioners courts of Chambers County, Galveston County, Harris County, Jefferson County, and Orange County each shall appoint one director. The Governor, with the advice and consent of the Senate, shall appoint six directors as follows:

- two directors to represent Harris County, in addition to the member appointed by the Harris County Commissioners Court,
- one director to represent a municipality in the District,
- one director to represent ports,
- one director to represent industry, and
- one director to represent environmental concerns.

Accordingly, the commissioners courts of each county within GCPD territory and the Governor's office each have direct or indirect representation on the Board of Directors. Directors serve staggered four-year terms, ensuring the regular turnover of the Board Members, serving with the consent of either the Governor or the locally elected commissioners courts.

4.3. Annual Report

As part of its Enabling Legislation, the GCPD must prepare and annually submit a report to the Texas Legislature, the Legislative Budget Board, the Texas General Land Office, and the commissioners court of each county in which the District is located. The report must 1) describe the District's financial condition and operations during the preceding year, 2) propose a budget for the following year, and 3) describe generally the work proposed for the following year.

Accordingly, each entity identified above is provided the opportunity annually to review the activities of the District over the previous year and the proposed activities and budget for the following year. This report serves as the statutorily required Annual Report.

4.4. Legislative Hearings

The District will, from time to time, be asked to participate in or need to comment on interim or legislative hearings. Each legislative session, the Executive Director and members of the Board of Directors may present testimony or respond to questions from various House and Senate committees. In this manner,

state representatives and state senators are given the opportunity to review and comment on the past activities and future needs of the District.

Interim and Legislative Hearings:

As a recipient of state funding, the District was asked to participate in various committee hearings during the 88th regular legislative session. The District provided comments to the House Appropriations Committee, the Senate Finance Committee, and the House Natural Resources Committee.

The GCPD is subject to participate in any hearings requested by the Texas Legislature, answering questions or providing testimony. This includes hearings held during a regular or special session, and the interim.

4.5. Texas General Land Office

Funds appropriated by the Texas Legislature for GCPD are administered through the GLO to provide oversight of and coordination with the GCPD. In order to access those funds, GCPD has entered into Local Cooperation Agreements with the GLO. Local Cooperation Agreements provide a mechanism for the GCPD to obtain advance funding for certain categories of costs, in each case, as approved by the GLO.

In addition, on an annual basis, the District must provide a report to the GLO of budgeted and expended amounts by project or activity area, timelines for completion, and other information as noted in the Local Cooperation Agreement. All costs must be allowable, pursuant to all applicable federal and state laws and regulations. Furthermore, GCPD is subject to audits by the GLO.

The initial Local Cooperation Agreement was executed on September 13, 2021. Subsequently, it has been amended three times on November 17, 2022, February 10, 2023, and October 22, 2023. The GCPD and GLO will execute a separate Local Cooperation Agreement related to HB 1 funding (88R).

4.6. Sunset Commission

As part of its Enabling Legislation, the District is subject to review under Chapter 325, Government Code (Texas Sunset Act), but may not be abolished under that chapter. The review shall be conducted under Section 325.025, Government Code, as if the authority were a state agency scheduled to be abolished September 1, 2033, and every 12th year after that year. The limited review under this section must assess the District's 1) governance, 2) management, 3) operating structure, and 4) compliance with legislative requirements.

5. Review of 2023 Operations

The following sections summarize the operations and accomplishments of the GCPD between January 1, 2023 and December 31, 2023.

5.1. Key Milestones

Since its creation, the GCPD has passed through several important milestones. Highlights include:

- **June 16, 2021:** SB 1160 effective, formally launching the GCPD
- **August 18, 2021:** First GCPD Board Meeting, GCPD signs letter of intent with the USACE for the Coastal Texas Project
- **September 16, 2021:** Coastal Texas Study completed, Chief's Report signed
- **April 29, 2022:** GCPD signed project partnership agreement with USACE for the Orange County Project, a component of the S2G Project
- **July 30, 2022:** USACE completes construction on Contract PAV-01, the first construction contract under the Port Arthur Project
- **December 23, 2022:** President Biden signs WRDA 2022 into law, authorizing the Coastal Texas Project for design and construction

In the 2023 calendar year, the following additional milestones/achievements occurred:

- **May 2023:** Texas Legislature provides \$550M of funding (HB 1) for the GCPD and its projects
- **July 2023:** GCPD signs Memorandum of Understanding (MOU) with USACE for design activities associated with certain components of the Coastal Texas Project
- **July 2023:** USACE awards \$29.6M subsurface investigation contract for the Orange County Project
- **September 2023:** USACE awards \$102.5M construction contract for Port Arthur Contract PAV03A
- **September 2023:** USACE awards \$19.1M preliminary engineering contract for the Orange County Project
- **September 2023:** USACE awards \$1.7M contract for cultural resources surveys associated with the Orange County Project

Subsequent to the close of the 2023 calendar year, the GCPD will execute a new Local Cooperation Agreement between the GLO and the GCPD. Critically, this agreement will facilitate the drawdown of funding allocated to the GCPD by the Texas Legislature as part of HB 1 (88th regular legislative session). This will provide funding for the GCPD to execute its duties and to meet its responsibilities during the period ending on August 31, 2025.

5.2. Organizational Development

Since its creation, the District has made significant progress in standing up critical components of the District's organizational structure and leadership team. Critical accomplishments include:

- appointment and formation of the Board of Directors; and
- hiring of an Executive Director.

In addition, through an interlocal agreement with the GCPD, Orange County and the Orange County Drainage District serve as the Representative Liaison of the GCPD on the Orange County Project and participate in providing design participation work in interaction with the USACE in the current design phase of the Orange County Project.

In line with the District's operating strategy, the GCPD has executed contracts with consultants to provide the following services:

Legal Services:

- General Counsel: Allen Boone Humphries Robinson LLP
- USACE Contracts: Best Best & Krieger

Bookkeeping / Accounting Services:

- Municipal Accounts & Consulting, L.P.

Communications Services:

- Hollaway Environmental + Communications Services, Inc.
- Touchstone District Services

Program Management and Engineering Services:

- DE Corp., Inc.

Auditing Services:

- McCall Gibson Swedlund Barfoot PLLC

Moving forward, the GCPD intends to continue to build out its organizational structure over the 2024/2025 timeframe through additional key hires and procurement of additional contractors, as appropriate. Specifically, the GCPD is actively recruiting for the following senior-level positions:

- Chief Financial Officer;
- Senior Program Manager – Coastal Texas Project; and
- Communications Director.

5.3. Public Engagement

Since its creation, the GCPD has placed significant emphasis on being transparent and accessible to the public. Significant accomplishments through December 31, 2023, include:

- Conducted twenty-eight (28) monthly board meetings.
- Launched the GCPD website at www.gcpdtexas.com.
- Launched GCPD Twitter, Facebook, and LinkedIn accounts.
- Implemented live-streaming capabilities, enabling interested parties to stream Board meetings live from the GCPD website.
- Hosted multiple virtual and in-person public information sessions for the Port Arthur Project and Orange County Project
- Launched the Coastal Texas Project website at www.coastaltexasproject.com.
- Hosted roundtable discussions with multiple environmental interest groups.
- Issued various news releases and coordinated project updates with news/media organizations.
- Participated in or made presentations at over 100 events, forums, conferences, etc.

6. Review of 2023 Financial Conditions

Detailed financial information for the 2023 fiscal year (October 1, 2022, through September 30, 2023) is presented in **Appendix A**, the 2023 Annual Financial Report and Independent Audit. In summary, the District stands in strong financial condition with revenues exceeding expenditure in 2023, resulting in a net position of \$4,097,770.00 (as illustrated below).

	General Fund	Adjustments	Statement of Activities
REVENUES			
GLO Funding	\$ 107,597,308	\$	\$ 107,597,308
Investment Revenues	74,258		74,258
Miscellaneous Revenues	514		514
TOTAL REVENUES	\$ 107,672,080	\$ - 0 -	\$ 107,672,080
EXPENDITURES/EXPENSES			
Service Operations:			
Personnel	\$ 326,238	\$ (18,850)	\$ 307,388
Professional Fees	1,990,713		1,990,713
Non-Federal Sponsor Funding	100,973,460		100,973,460
Contracted Services	272,191		272,191
Depreciation		4,055	4,055
Other	92,306		92,306
TOTAL EXPENDITURES/EXPENSES	\$ 103,654,908	\$ (14,795)	\$ 103,640,113
NET CHANGE IN FUND BALANCE	\$ 4,017,172	\$ (4,017,172)	\$
CHANGE IN NET POSITION		4,031,967	4,031,967
FUND BALANCE/NET POSITION - OCTOBER 1, 2022	46,872	18,931	65,803
FUND BALANCE/NET POSITION - SEPTEMBER 30, 2023	\$ 4,064,044	\$ 33,726	\$ 4,097,770

Figure 3: 2023 GCPD Financial Conditions

In general, the District has established four overarching financial objectives:

- To be a financially solvent, stable, and strong organization with the financial capabilities to advance its mission and to pay all bills and obligations.
- To stay current on non-federal cost-sharing obligations, as detailed in the applicable design agreements or project partnership agreements with the USACE, so as to facilitate continued advancement of the District's projects and to avoid or minimize accrued interest on funds due to the USACE.
- To manage cash flow on a biennial basis, to align with the state legislative cycle, so as to ensure sufficient funding to facilitate continued administration of the District and the continued advancement of its partnership projects.
- To be responsible fiscal stewards for appropriated funds and other revenues collected.

As of December 31, 2023, the Texas Legislature has appropriated \$950M in total funding for the GCPD and/or its projects. Specifically, this includes \$200M through SB 500 (86th regular legislative session), \$200M through SB 1 (87th regular legislative session), and \$550M through HB 1 (88th regular legislative session). Importantly:

- All SB 500 funds were distributed directly from the GLO, with no GCPD involvement, to its partnering entities (DD7, OCDD, VDD). As of December 31, 2022, all funding has been disbursed as intended, with no remaining balance.
- All SB 1 funds are directed to the GCPD, through the GLO, for ultimate use by the GCPD or disbursement to its partnering entities (DD7, OCDD, USACE). As of December 31, 2023, \$108,542,194 has been disbursed as intended. The remaining balance of \$91,457,806 is anticipated to be disbursed over the 2024 fiscal year.
- All HB 1 funds are directed to the GCPD, through the GLO, for ultimate use by the GCPD or disbursement to its partnering entities (DD7, OCDD, USACE). The budget, as presented in Section 8 of this report, calls for the complete disbursement of these funds by the end of the 2025 fiscal year. This reflects the anticipated execution of the HB 1 Local Cooperation Agreement between the GLO and GCPD, which will facilitate the drawdown of funding allocated as part of HB 1.

The projected allocation of funding received to date from the State of Texas for the S2G Project and the Coastal Texas Project, in addition to the GCPD, is summarized in the table below. Note that Port Arthur allocations are greater than the allocations for other projects as the Port Arthur Project is currently in construction, triggering additional real estate, relocations, and cash contribution requirements, whereas the other projects are in the design phase.

Table 3: Projected Allocation of Current State Funding

Funding Category	Projected Allocation Through Aug. 2025
Texas General Land Office	\$600,000
GCPD Expenses*	\$8,552,000
GCPD Program Management	\$11,500,000
S2G: Orange County Project	\$97,193,000
S2G: Port Arthur Project	\$535,911,000
S2G: Freeport Project**	\$20,000,000
Brazoria Incorporation***	\$50,000,000
Coastal Texas Project	\$226,244,000
TOTAL ALLOCATION:	\$950,000,000

* GCPD Expenses includes both SB 1 and proposed HB 1 monies.

** GCPD currently has no responsibility for the S2G Freeport Project. However, \$20M in funds were provided for the Freeport Project as part of SB 500 (86th regular legislative session).

*** \$50M in funds were provided for the Freeport Project as part of HB 1 (88th regular legislative session), in the event that Brazoria County opts in to the GCPD.

The GCPD (or DD7) is required, by the terms of the applicable design agreement or project partnership agreement to stay current with the USACE on an annual basis with the 35% non-federal cost-sharing requirement for each project. In the event that the GCPD (or DD7) is not able to provide the non-federal cost-share as stipulated, the USACE shall charge the GCPD (or DD7) interest on the balance due. The GCPD has adopted a goal to avoid accruing interest, if possible or unless strategically advantageous. As of December 31, 2023, no interest expenses have accrued against the GCPD.

Moving forward, with the funding provided via HB 1, and as detailed in the proposed 2024 budget, the GCPD estimates that it will meet or exceed the annual requirement for cash contributions to the USACE for 2024 and 2025. Accordingly, the GCPD stands in good financial condition with the ability to meet its four overarching financial objectives through the end of 2025.

7. Proposed Work for 2024

The following sections summarize, in general, the work proposed to be performed by the GCPD in the 2024 calendar year. Proposed work has been categorized as efforts related to the GCPD organization, the S2G Orange County Project, the S2G Port Arthur Project, and the Coastal Texas Project.

Importantly, these efforts continue to align with the GCPD's primary objectives:

- To advance the GCPD organization to be ready and capable of taking on the non-federal responsibilities of the S2G Project and the Coastal Texas Project as they transition into subsequent phases
- To comply with and stay current on all requirements stipulated in the applicable design agreements or project partnership agreements for the S2G Project and the Coastal Texas Project

As reflected in the proposed budget, presented in **Section 8** of this report, this includes administrative and program management/engineering efforts at the GCPD level, cash contributions to the USACE, creditable utility relocation and/or real estate acquisition costs, and in-kind engineering and design services (encompassing the GCPD, OCDD, and DD7) for each project.

7.1. GCPD Organization

- Continue Board Meetings and general administration of the District;
- Continue to build out District capabilities in advance of upcoming work, including through the addition of key personnel; and
- Continue to liaise with the public, stakeholders, and elected officials.

7.2. S2G: Port Arthur Project

- Close out construction of Contract PAV01;
- Continue construction of Contract PAV03A;
- Bid and award Contract PAV04;
- Support USACE in finalizing designs for Contract PAV03B, Contract PAV03C, and Contract PAV03;
- Support USACE in continuing designs for Contract PAV03D and Contract PAV05;
- Support USACE in the delivery of environmental clearance activities;
- Continue HTRW related site investigations and laboratory testing;
- Continue to acquire lands prior to award of contracts (creditable expense);
- Continue utility relocations prior to award of contracts (creditable expense);
- Continue work on the Post Authorization Change Report; and
- Provide non-federal cash contribution to the USACE (towards Contracts PAV03a, PAV04, and ongoing design activities).

7.3. S2G: Orange County Project

- Support USACE in the delivery of its preliminary engineering task order;
- Support USACE in the delivery of its subsurface investigation task order;
- Support USACE in the delivery of its environmental and cultural resources evaluations;
- Complete the Interior Drainage Optimization Task Order (Work-in-kind by GCPD);
- Continue work on Phase 2 Environmental Site Assessments;
- Continue work on the final design of initial construction projects (Work-in-kind by GCPD);
- Continue non-federal activities such as utility relocation coordination, real estate acquisition planning, HTRW investigations, and design participation work;
- Continue work on the Post Authorization Change Report;
- Continue coordination with project partners, stakeholders, and impacted parties; and
- Provide non-federal cash contribution to the USACE (covering the ongoing design activities).

7.4. Coastal Texas Project

- Continue sand source investigations (in partnership with the GLO);
- Execute second Memorandum of Understanding (for construction activities) with USACE;
- Negotiate Design Agreement and/or Project Partnership Agreement with USACE;
- Initiate project planning activities (including the identification and prioritization of initial tasks);
- Initiate preliminary engineering, hydrology and hydraulics studies, environmental evaluations, and/or other priority work efforts for the Bolivar Peninsula and West Galveston Beach and Dune projects as well as the Bolivar Roads Gate System;
- Engage with academic partners on research and development activities;
- Continue stakeholder outreach and coordination efforts; and
- Provide non-federal cash contribution to the USACE (covering initial planning/design efforts).

8. Proposed Budget for 2024

The District's Fiscal Year 2024 budget, presented below, represents anticipated expenditures during the period of October 1, 2023, through September 30, 2024.

Advance funding for the District cannot exceed the \$550M appropriated by HB 1 (88th regular legislative session) for the biennium starting October 1, 2023 and ending September 30, 2025, in addition to any remaining SB 1 (87th regular legislative session) funds. Expenses have been categorized as Texas General Land Office, GCPD, S2G: Orange County Project, S2G: Port Arthur Project, and Coastal Texas Project.

Table 4: Proposed 2024 GCPD Budget

Program / Expense Category	Proposed 2024 Budget (SB 1)	Proposed 2024 Budget (HB 1)
Texas General Land Office		
Administrative costs	N/A	\$300,000.00
Subtotal	N/A	\$300,000.00
GCPD		
Administrative costs	N/A	\$2,991,000.00
Program management and engineering costs	\$1,000,000.00	\$3,000,000.00
Subtotal	\$1,000,000.00	\$5,991,000.00
S2G: Orange County Project		
Cash contribution to USACE	\$2,600,000.00	N/A
Engineering and design work: in-kind	\$3,000,000.00	N/A
Land acquisition	N/A	\$2,600,000.00
Relocations	N/A	\$3,000,000.00
OCDD design participation work/costs	\$1,300,000.00	N/A
Subtotal	\$6,900,000.00	\$5,600,000.00
S2G: Port Arthur Project		
Cash contribution to USACE	\$64,485,838.77	\$64,485,838.77
Land acquisition	\$2,000,000.00	\$3,700,000.00
Relocations	\$913,806.00	\$116,800,000.00
Remediation	\$500,000.00	\$5,000,000.00
DD7 engineering and design work: in-kind	N/A	\$1,000,000.00
Subtotal	\$56,713,806.00	\$126,500,000.00
Coastal Texas Project		
Cash contribution to USACE	\$26,844,000.00	\$144,846,000.00
Subtotal	\$26,844,000.00	\$144,846,000.00
Brazoria County (hold)		
Brazoria incorporation (hold)	N/A	\$50,000,000.00
Subtotal	N/A	\$50,000,000.00
TOTAL BUDGET: 2024 by Source	\$91,457,806.00	\$333,237,000.00
TOTAL BUDGET: 2024 in Total	\$424,694,806.00	

Carryover of funding to the 2025 fiscal year is presented below. Specifically, this table details the funding which will be available to the GCPD for the 2025 fiscal year, assuming all expenses called for in the 2024 budget are incurred as planned. The remaining balance will inform the budget for the 2025 fiscal year and subsequent legislative requests.

Table 5: Balance of Funding for 2025

	SB 1 LCA	HB 1 LCA
AVAILABLE FUNDING: SB 1 and HB 1	\$91,457,806.00	\$550,000,000.00
TOTAL BUDGET: 2024 by Source	\$91,457,806.00	\$333,237,000.00
REMAINING BALANCE: for 2025	\$0.00	\$216,763,000.00

APPENDIX A

GULF COAST PROTECTION DISTRICT

**CHAMBERS, GALVESTON, HARRIS,
JEFFERSON AND ORANGE COUNTIES, TEXAS**

ANNUAL FINANCIAL REPORT

SEPTEMBER 30, 2023

McCALL GIBSON SWEDLUND BARFOOT PLLC
Certified Public Accountants

GULF COAST PROTECTION DISTRICT

**CHAMBERS, GALVESTON, HARRIS,
JEFFERSON AND ORANGE COUNTIES, TEXAS**

ANNUAL FINANCIAL REPORT

SEPTEMBER 30, 2023

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INDEPENDENT AUDITOR'S REPORT

Board of Directors
Gulf Coast Protection District
Chambers, Galveston, Harris,
Jefferson and Orange Counties, Texas

Opinions

We have audited the accompanying financial statements of the governmental activities and major fund of Gulf Coast Protection District (the "District") as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and major fund of the District as of September 30, 2023, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis and the Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - General Fund and the Schedule of Changes in Net Pension Liability and Related Ratios, and the Schedule of District Contributions be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Board of Directors
Gulf Coast Protection District

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the District's basic financial statements. The supplementary information required by the Texas Commission on Environmental Quality as published in the *Water District Financial Management Guide* is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The supplementary information, excluding that portion marked "Unaudited" on which we express no opinion or provide an assurance, has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.



McCall Gibson Swedlund Barfoot PLLC
Certified Public Accountants
Houston, Texas

December 13, 2023

**GULF COAST PROTECTION DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED SEPTEMBER 30, 2023**

Management's discussion and analysis of Gulf Coast Protection District (the "District") financial performance provides an overview of the District's financial activities for the year ended September 30, 2023. Please read it in conjunction with the District's financial statements.

USING THIS ANNUAL REPORT

This annual report consists of a series of financial statements. The basic financial statements include: (1) fund financial statements and government-wide financial statements and (2) notes to the financial statements. The fund financial statements and government-wide financial statements combine both: (a) the Statement of Net Position and Governmental Fund Balance Sheet and (b) the Statement of Activities and Governmental Fund Statement of Revenues, Expenditures and Changes in Fund Balance. This report also includes required and other supplementary information in addition to the basic financial statements.

GOVERNMENT-WIDE FINANCIAL STATEMENTS

The District's annual report includes two financial statements combining the government-wide financial statements and the fund financial statements. The government-wide financial statements provide both long-term and short-term information about the District's overall status. Financial reporting at this level uses a perspective similar to that found in the private sector with its basis in full accrual accounting and elimination or reclassification of internal activities.

The Statement of Net Position includes all of the District's assets, liabilities, and, if applicable, deferred inflows and outflows of resources with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District as a whole is improving or deteriorating. Evaluation of the overall health of the District would extend to other non-financial factors.

The Statement of Activities reports how the District's net position changed during the current fiscal year. All current year revenues and expenses are included regardless of when cash is received or paid.

FUND FINANCIAL STATEMENTS

The combined statements also include fund financial statements. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District has one governmental fund type. The General Fund accounts for resources not required to be accounted for in another fund, including, without limitation, funds granted, appropriated, or otherwise disbursed to the District from federal or state entities, and general expenditures, including, without limitation, professional fees, administrative costs and capital improvements.

**GULF COAST PROTECTION DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED SEPTEMBER 30, 2023**

FUND FINANCIAL STATEMENTS (Continued)

Governmental funds are reported in each of the financial statements. The focus in the fund statements provides a distinctive view of the District's governmental funds. These statements report short-term fiscal accountability focusing on the use of spendable resources and balances of spendable resources available at the end of the year. They are useful in evaluating annual financing requirements of the District and the commitment of spendable resources for the near-term.

Since the government-wide focus includes the long-term view, comparisons between these two perspectives may provide insight into the long-term impact of short-term financing decisions. The adjustments columns, the Reconciliation of the Governmental Fund Balance Sheet to the Statement of Net Position and the Reconciliation of the Governmental Fund Statement of Revenues, Expenditures and Changes in Fund Balance to the Statement of Activities explain the differences between the two presentations and assist in understanding the differences between these two perspectives.

NOTES TO THE FINANCIAL STATEMENTS

The accompanying notes to the financial statements provide information essential to a full understanding of the government-wide and fund financial statements.

OTHER INFORMATION

In addition to the financial statements and accompanying notes, this report also presents certain required supplementary information ("RSI"). A budgetary comparison schedule is included as RSI for General Fund.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

Net position may serve over time as a useful indicator of the District's financial position. The District's assets exceeded liabilities by \$4,097,770 as of September 30, 2023. The following is a comparative analysis of the changes in the Statement of Net Position as of September 30, 2023, and September 30, 2022.

**GULF COAST PROTECTION DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED SEPTEMBER 30, 2023**

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

	Summary of the Statement of Net Position		
	2023	2022	Change Positive (Negative)
Current and Other Assets	\$ 4,714,985	\$ 467,313	\$ 4,247,672
Capital Assets (Net of Accumulated Depreciation)	14,876	18,931	(4,055)
Total Assets	\$ 4,729,861	\$ 486,244	\$ 4,243,617
Deferred Outflows of Resources	\$ 27,595	\$ -0-	\$ 27,595
Total Liabilities	\$ 659,686	\$ 420,441	\$ (239,245)
Net Position:			
Net Investment in Capital Assets	\$ 14,876	\$ 18,931	\$ (4,055)
Unrestricted	4,082,894	46,872	4,036,022
Total Net Position	\$ 4,097,770	\$ 65,803	\$ 4,031,967

The following table provides a comparative analysis of the District's operations for the fiscal years ending September 30, 2023, and September 30, 2022.

	Summary of the Statement of Net Position		
	2023	2022	Change Positive (Negative)
Revenues:			
GLO Funding	\$ 107,597,308	\$ 944,886	\$ 106,652,422
Miscellaneous Revenues	74,772	1,168	73,604
Total Revenues	\$ 107,672,080	\$ 946,054	\$ 106,726,026
Expenses for Services	103,640,113	872,051	(102,768,062)
Change in Net Position	\$ 4,031,967	\$ 74,003	\$ 3,957,964
Net Position, Beginning of Year	65,803	(8,200)	74,003
Net Position, End of Year	\$ 4,097,770	\$ 65,803	\$ 4,031,967

**GULF COAST PROTECTION DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED SEPTEMBER 30, 2023**

FINANCIAL ANALYSIS OF THE DISTRICT'S GOVERNMENTAL FUND

The District's General Fund fund balance as of September 30, 2023, totaled \$4,064,044, an increase of \$4,017,172 from the prior year, which was primarily due to the GLO funding exceeding operating costs.

GENERAL FUND BUDGETARY HIGHLIGHTS

The Board of Directors amended the budget during the current fiscal year to increase estimated GLO funding revenue and contracted services expenses. Actual revenues were \$91,890,920 less than budgeted revenues and actual expenditures were \$95,845,092 less than budgeted expenditures which resulted in a total positive variance of \$3,954,172.

CAPITAL ASSETS

The District capital assets as of September 30, 2023, total \$14,876 (net of accumulated depreciation). These capital assets include livestream broadcasting equipment.

Capital Assets At Year-End, Net of Accumulated Depreciation			
	2023	2022	Change Positive (Negative)
Capital Assets, Net of Accumulated Depreciation:			
Equipment	\$ 14,876	\$ 18,931	\$ (4,055)

LONG-TERM DEBT ACTIVITY

The District does not have any long-term debt as of September 30, 2023.

CONTACTING THE DISTRICT'S MANAGEMENT

This financial report is designed to provide a general overview of the District's finances. Questions concerning any of the information provided in this report or requests for additional information should be addressed to Gulf Coast Protection District, c/o Allen Boone Humphries Robinson LLP, 3200 Southwest Freeway, Suite 2600, Houston, Texas 77027.

GULF COAST PROTECTION DISTRICT
STATEMENT OF NET POSITION AND
GOVERNMENTAL FUND BALANCE SHEET
SEPTEMBER 30, 2023

	General Fund	Adjustments	Statement of Net Position
ASSETS			
Cash	\$ 4,190	\$	\$ 4,190
Investments	4,705,422		4,705,422
Prepaid Costs	5,373		5,373
Capital Assets (Net of Accumulated Depreciation)		14,876	14,876
TOTAL ASSETS	\$ 4,714,985	\$ 14,876	\$ 4,729,861
DEFERRED OUTFLOWS OF RESOURCES			
Deferred Outflows - Pension	\$ - 0 -	\$ 27,595	\$ 27,595
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 4,714,985	\$ 42,471	\$ 4,757,456
LIABILITIES			
Accounts Payable	\$ 650,941	\$	\$ 650,941
Net Pension Liability		8,745	8,745
TOTAL LIABILITIES	\$ 650,941	\$ 8,745	\$ 659,686
FUND BALANCE			
Nonspendable:			
Prepaid Costs	\$ 5,373	\$ (5,373)	\$
Unassigned	4,058,671	(4,058,671)	_____
TOTAL FUND BALANCE	\$ 4,064,044	\$ (4,064,044)	\$ - 0 -
TOTAL LIABILITIES AND FUND BALANCE	\$ 4,714,985		
NET POSITION			
Net Investment in Capital Assets Unrestricted		\$ 14,876 4,082,894	\$ 14,876 4,082,894
TOTAL NET POSITION		\$ 4,097,770	\$ 4,097,770

The accompanying notes to the financial
statements are an integral part of this report.

**GULF COAST PROTECTION DISTRICT
RECONCILIATION OF THE GOVERNMENTAL FUND BALANCE SHEET
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2023**

Total Fund Balance - Governmental Fund	\$	4,064,044
--	----	-----------

Amounts reported for governmental activities in the Statement of Net Position are different because:

Capital assets used in governmental activities are not current financial resources and, therefore, are not reported as assets in the governmental funds.		14,876
--	--	--------

Portions of the change in net pension asset and liability that are not immediately recognized as pension expense are recorded as deferred outflows and inflows of resources.		18,850
--	--	--------

Total Net Position - Governmental Activities	\$	<u>4,097,770</u>
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The accompanying notes to the financial statements are an integral part of this report.

GULF COAST PROTECTION DISTRICT
STATEMENT OF ACTIVITIES AND GOVERNMENTAL FUND STATEMENT OF
REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
FOR THE YEAR ENDED SEPTEMBER 30, 2023

	<u>General Fund</u>	<u>Adjustments</u>	<u>Statement of Activities</u>
REVENUES			
GLO Funding	\$ 107,597,308	\$	\$ 107,597,308
Investment Revenues	74,258		74,258
Miscellaneous Revenues	514		514
TOTAL REVENUES	<u>\$ 107,672,080</u>	<u>\$ - 0 -</u>	<u>\$ 107,672,080</u>
EXPENDITURES/EXPENSES			
Service Operations:			
Personnel	\$ 326,238	\$ (18,850)	\$ 307,388
Professional Fees	1,990,713		1,990,713
Non-Federal Sponsor Funding	100,973,460		100,973,460
Contracted Services	272,191		272,191
Depreciation		4,055	4,055
Other	92,306		92,306
TOTAL EXPENDITURES/EXPENSES	<u>\$ 103,654,908</u>	<u>\$ (14,795)</u>	<u>\$ 103,640,113</u>
NET CHANGE IN FUND BALANCE	\$ 4,017,172	\$ (4,017,172)	\$
CHANGE IN NET POSITION		4,031,967	4,031,967
FUND BALANCE/NET POSITION - OCTOBER 1, 2022	<u>46,872</u>	<u>18,931</u>	<u>65,803</u>
FUND BALANCE/NET POSITION - SEPTEMBER 30, 2023	<u>\$ 4,064,044</u>	<u>\$ 33,726</u>	<u>\$ 4,097,770</u>

The accompanying notes to the financial statements are an integral part of this report.

**GULF COAST PROTECTION DISTRICT
RECONCILIATION OF THE GOVERNMENTAL FUND STATEMENT OF
REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
TO THE STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2023**

Net Change in Fund Balance - Governmental Fund	\$ 4,017,172
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Amounts reported for governmental activities in the Statement of Activities are different because:

The changes in the deferred outflows of resources for pensions are recorded as pension expense in the government-wide financial statements.	18,850
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Governmental funds do not account for depreciation. However, in the Statement of Net Position, capital assets are depreciated and depreciation expense is recorded in the Statement of Activities.	(4,055)
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Change in Net Position - Governmental Activities	<u>\$ 4,031,967</u>
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The accompanying notes to the financial statements are an integral part of this report.

GULF COAST PROTECTION DISTRICT
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE 1. CREATION AND PURPOSE OF DISTRICT

The District is a special district created under Article XVI, Section 59 of the Texas Constitution pursuant to Senate Bill No. 1160, Act of the 87th Legislature, Regular Session, 2021, codified as Chapter 9502, Texas Special District Local Laws Code, effective June 16, 2021 (the “Act”). The District was created as an instrumentality to fund, implement, and assist federal and state agencies, counties, special governmental districts, as well as other political subdivisions of the U.S. and the State of Texas, in the funding and implementation of large-scale coastal protection projects within Chambers, Galveston, Harris, Jefferson and Orange Counties, including, without limitation, projects identified in the (1) Sabine Pass to Galveston Bay, Texas Coastal Storm Risk Management and Restoration Final Integrated Feasibility Report-Environmental Impact Statement issued by the Galveston District, Southwestern Division, of the United States Army Corps of Engineers in May 2017 (the “S2G Program”) and (2) Coastal Texas Protection and Restoration Study Final Integrated Feasibility Report and Environmental Impact Statement issued by USACE in August 2021 (the “Coastal Texas Program”).

In furtherance of such purposes and pursuant to the Act and Chapter 571, Texas Local Government Code (“Chapter 571”), the District is empowered to (1) establish, construct, extend, maintain or improve coastal barriers or storm surge gates; (2) to exercise the powers granted to counties under Chapter 571; (3) establish, construct and maintain recreational facilities for public use and environmental mitigation facilities related to projects described by sub-clauses (1) and (2); (4) establish, construct, maintain, or operate projects recommended in the S2G Program or the Coastal Texas Program; and (5) provide interior drainage remediation or improvement to reduce additional flood risk for projects recommended in the S2G Program where additional flood risk results from the design or construction of projects described under sub-clauses (1), (2) and (4).

The District is entitled, after voter approval in an election, to levy a tax not to exceed 5 cents on each \$100 of assessed valuation. The District may, after voter approval in an election, issue bonds, notes or other obligations secured (“Indebtedness”) by its ad valorem taxes, and may, without voter approval in an election, issue Indebtedness secured by revenue other than ad valorem taxes. The District has not yet held a tax election and has not yet issued any Indebtedness.

The Board of Directors held its organizational meeting on August 18, 2021 and holds regular monthly meetings at various locations within the District.

GULF COAST PROTECTION DISTRICT
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE 2. SIGNIFICANT ACCOUNTING POLICIES

The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America as promulgated by the Governmental Accounting Standards Board (“GASB”). In addition, the accounting records of the District are maintained generally in accordance with the *Water District Financial Management Guide* published by the Texas Commission on Environmental Quality.

The District is a political subdivision of the State of Texas governed by an appointed board. GASB has established the criteria for determining whether or not an entity is a primary government or a component unit of a primary government. The primary criteria are that it has a separately appointed governing body, it is legally separate, and it is fiscally independent of other state and local governments. Under these criteria, the District is considered a primary government and is not a component unit of any other government.

Financial Statement Presentation

These financial statements have been prepared in accordance with GASB Codification of Governmental Accounting and Financial Reporting Standards Part II, Financial Reporting (“GASB Codification”).

The GASB Codification sets forth standards for external financial reporting for all state and local government entities, which include a requirement for a Statement of Net Position and a Statement of Activities. It requires the classification of net position into three components: Net Investment in Capital Assets; Restricted; and Unrestricted. These classifications are defined as follows:

- Net Investment in Capital Assets – This component of net position consists of capital assets, including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvements of those assets.
- Restricted Net Position – This component of net position consists of external constraints placed on the use of assets imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulation of other governments or constraints imposed by law through constitutional provisions or enabling legislation.
- Unrestricted Net Position – This component of net position consists of assets that do not meet the definition of Restricted or Net Investment in Capital Assets.

When both restricted and unrestricted resources are available for use, generally it is the District’s policy to use restricted resources first.

GULF COAST PROTECTION DISTRICT
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE 2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Government-Wide Financial Statements

The Statement of Net Position and the Statement of Activities display information about the District as a whole. The District's Statement of Net Position and Statement of Activities are combined with the governmental fund financial statements. The District is viewed as a special-purpose government and has the option of combining these financial statements.

The Statement of Net Position is reported by adjusting the governmental fund types to report on the full accrual basis, economic resource basis, which recognizes all long-term assets and receivables as well as long-term debt and obligations. Any amounts recorded due to and due from other funds are eliminated in the Statement of Net Position.

The Statement of Activities is reported by adjusting the governmental fund types to report only items related to current year revenues and expenditures. Items such as capital outlay are allocated over their estimated useful lives as depreciation expense. Internal activities between governmental funds, if any, are eliminated by adjustment to obtain net total revenue and expense of the government-wide Statement of Activities.

Fund Financial Statements

As discussed above, the District's fund financial statements are combined with the government-wide financial statements. The fund financial statements include a Balance Sheet and Statement of Revenues, Expenditures and Changes in Fund Balances.

Governmental Fund

The District has one governmental fund and considers it to be a major fund.

General Fund - To account for resources not required to be accounted for in another fund, including, without limitation, funds granted, appropriated, or otherwise disbursed to the District from federal or state entities, and general expenditures, including, without limitation, professional fees, administrative costs and capital improvements.

GULF COAST PROTECTION DISTRICT
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE 2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Basis of Accounting

The District uses the modified accrual basis of accounting for governmental fund types. The modified accrual basis of accounting recognizes revenues when both “measurable and available.” Measurable means the amount can be determined. Available means collectable within the current period or soon enough thereafter to pay current liabilities. The District considers revenue reported in governmental funds to be available if they are collectable within 60 days after year end. Also, under the modified accrual basis of accounting, expenditures are recorded when the related fund liability is incurred, except for principal and interest on long-term debt, which are recognized as expenditures when payment is due.

Amounts transferred from one fund to another fund are reported as other financing sources or uses. Loans by one fund to another fund and amounts paid by one fund for another fund are reported as interfund receivables and payables in the Governmental Fund Balance Sheet if there is intent to repay the amount and if the debtor fund has the ability to repay the advance on a timely basis.

Capital Assets

Capital assets are reported in the government-wide Statement of Net Position. All capital assets are valued at historical cost or estimated historical cost if actual historical cost is not available. Donated assets are valued at their fair market value on the date donated. Repairs and maintenance are recorded as expenditures in the governmental fund incurred and as an expense in the government-wide Statement of Activities. Capital asset additions, improvements and preservation costs that extend the life of an asset are capitalized and depreciated over the estimated useful life of the asset. Engineering fees and certain other costs are capitalized as part of the asset.

Budgeting

An annual unappropriated budget is adopted for the General Fund by the District’s Board of Directors. The budget is prepared using the same method of accounting as for financial reporting. The original General Fund budget for the current fiscal year was amended. The Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – General Fund presents the original budget amounts compared to the actual amounts of revenues and expenditures for the current year.

GULF COAST PROTECTION DISTRICT
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE 2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Pensions

The District has two full time employees. Payments are made into the social security system for them. The Internal Revenue Service has determined that the District’s directors are considered “employees” for federal payroll tax purposes only. A separate pension plan has not been established for the directors. See Notes 6 and 7 for full-time employee’s retirement plan.

Measurement Focus

Measurement focus is a term used to describe which transactions are recognized within the various financial statements. In the government-wide Statement of Net Position and Statement of Activities, the governmental activities are presented using the economic resources measurement focus. The accounting objectives of this measurement focus are the determination of operating income, changes in net position, financial position, and cash flows. All assets and liabilities associated with the activities are reported. Fund equity is classified as net position.

Governmental fund types are accounted for on a spending or financial flow measurement focus. Accordingly, only current assets and current liabilities are included on the Balance Sheet, and the reported fund balances provide an indication of available spendable or appropriable resources. Operating statements of governmental fund types report increases and decreases in available spendable resources. The District’s fund balances are classified using the following hierarchy:

Nonspendable: amounts that cannot be spent either because they are in nonspendable form or because they are legally or contractually required to be maintained intact.

Restricted: amounts that can be spent only for specific purposes because of constitutional provisions, or enabling legislation, or because of constraints that are imposed externally. The District does not have any restricted fund balances.

Committed: amounts that can be spent only for purposes determined by a formal action of the Board of Directors. The Board is the highest level of decision-making authority for the District. This action must be made no later than the end of the fiscal year. Commitments may be established, modified, or rescinded only through ordinances or resolutions approved by the Board. The District does not have any committed fund balances.

Assigned: amounts that do not meet the criteria to be classified as restricted or committed, but that are intended to be used for specific purposes. The District has not adopted a formal policy regarding the assignment of fund balances and does not have any assigned fund balances.

Unassigned: all other spendable amounts in the General Fund.

When expenditures are incurred for which restricted, committed, assigned or unassigned fund balances are available, the District considers amounts to have been spent first out of restricted funds, then committed funds, then assigned funds, and finally unassigned funds.

GULF COAST PROTECTION DISTRICT
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE 2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Accounting Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amount of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

NOTE 3. DEPOSITS AND INVESTMENTS

Deposits

Custodial credit risk is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover deposits or will not be able to recover collateral securities that are in the possession of an outside party. The District's deposit policy for custodial credit risk requires compliance with the provisions of Texas statutes.

Texas statutes require that any cash balance in any fund shall, to the extent not insured by the Federal Deposit Insurance Corporation or its successor, be continuously secured by a valid pledge to the Authority of securities eligible under the laws of Texas to secure the funds of the District, having an aggregate market value, including accrued interest, at all times equal to the uninsured cash balance in the fund to which such securities are pledged. At fiscal year end, the carrying amount of the District's deposits was \$4,190 and the bank balance was \$5,657. The District was not exposed to custodial credit risk at year end.

The carrying values of the deposits are included in the Governmental Fund Balance Sheet and the Statement of Net Position at September 30, 2023, as listed below:

	<u>Cash</u>
GENERAL FUND	<u>\$ 4,190</u>

Investments

Under Texas law, the District is required to invest its funds under written investment policies that primarily emphasize safety of principal and liquidity and that address investment diversification, yield, maturity, and the quality and capability of investment management, and all District funds must be invested in accordance with the following investment objectives: understanding the suitability of the investment to the District's financial requirements, first; preservation and safety of principal, second; liquidity, third; marketability of the investments if the need arises to liquidate the investment before maturity, fourth; diversification of the investment portfolio, fifth;

GULF COAST PROTECTION DISTRICT
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE 3. DEPOSITS AND INVESTMENTS (Continued)

Investments (Continued)

and yield, sixth. The District’s investments must be made “with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person’s own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived.” No person may invest District funds without express written authority from the Board of Directors.

Texas statutes include specifications for and limitations applicable to the District and its authority to purchase investments as defined in the Public Funds Investment Act. The District has adopted a written investment policy to establish the guidelines by which it may invest. This policy is reviewed annually. The District’s investment policy may be more restrictive than the Public Funds Investment Act.

The District invests in Texas Cooperative Liquid Assets Securities System Trust (“Texas CLASS), an external investment pool that is not SEC-registered. Public Trust Advisors, LLC serves as administrator and investment advisor. The pool is subject to the general supervision of the Board of Trustees and its Advisory Board. UMB Bank N.A. serves as custodian for the pool. Investments held by Texas CLASS are priced to market on a weekly basis. The investments are considered to be Level I investments because their fair value is measured by quoted prices in active markets. The fair value of the District’s position in the pool is the same as the value of the pool shares. There are no limitations or restrictions on withdrawals from Texas CLASS.

As of September 30, 2023, the District had the following investments and maturities:

Fund and Investment Type	Fair Value	Maturities of Less Than 1 Year
<u>GENERAL FUND</u>		
Texas CLASS	<u>\$ 4,705,422</u>	<u>\$ 4,705,422</u>

Credit risk is the risk that the issuer or other counterparty to an investment will not fulfill its obligations. At September 30, 2023, the District’s investment in Texas CLASS was rated AAAM by Standard and Poor’s. Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. The District considers the investment in Texas CLASS to have a maturity of less than one year due to the fact the share position can usually be redeemed each day at the discretion of the District

GULF COAST PROTECTION DISTRICT
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE 4. CAPITAL ASSETS

Capital asset activity for the year ended September 30, 2023:

	October 1, 2022	Increases	Decreases	September 30, 2023
Capital Assets Subject to Depreciation				
Equipment	\$ 20,275	\$ - 0 -	\$ - 0 -	\$ 20,275
Accumulated Depreciation				
Equipment	\$ 1,344	\$ 4,055	\$ - 0 -	\$ 5,399
Total Capital Assets, Net of Accumulated Depreciation	<u>\$ 18,931</u>	<u>\$ (4,055)</u>	<u>\$ - 0 -</u>	<u>\$ 14,876</u>

NOTE 5. PARTNERSHIPS WITH FEDERAL AND STATE ENTITIES

The District currently partners with the USACE, the General Land Office (“GLO”), Orange County, the Orange County Drainage District, and Jefferson County Drainage District No. 7 for the purposes of providing for each party’s obligations with respect to cost-sharing, funding, acquisition of real property and appurtenances related thereto, maintenance and operation for (1) the Orange County Coastal Storm Risk Management Project, a separable element of the S2G Program (the “Orange County Project”) and (2) the Port Arthur and Vicinity Coastal Storm Risk Management Project, a separable element of the S2G Program (the “Jefferson County Project”).

The United States Congress (“Congress”) passed the Water Resources Development Act of 2022 (Public Law No. 117-263, effective December 23, 2022), which authorized implementation of the Coastal Texas Program. However, Congress has not yet appropriated federal funding for the implementation of the Coastal Texas Program. Subsequent to fiscal year end, the District anticipates entry into a project partnership agreement with USACE to serve as the non-federal sponsor for the Coastal Texas Program pursuant to the cost-sharing requirements set forth in Section 103 of the Water Resources Development Act of 1986, Public Law 99-662, as amended (33 U.S.C. 2213) (such cost-sharing obligations, the “Coastal Texas Non-Federal Sponsor Share”, and such agreement, the “Coastal Texas PPA”). In anticipation of the Coastal Texas PPA, on July 12, 2023, the District entered into an In-Kind Memorandum of Understanding between USACE and the District for Design Work Prior to the Execution of a Design Agreement for the Coastal Texas Protection and Restoration Project (the “Design MOU”). The Design MOU is an interim partnership agreement between the USACE and the District that allows certain categories of design costs, incurred by the District prior to execution of the Coastal Texas PPA in support of the Coastal Texas Program, to be credited toward the Coastal Texas Non-Federal Sponsor Share as an anticipated non-Federal sponsor for the Coastal Texas Program. Subsequent to fiscal year end, the District anticipates entry into a similar memorandum of understanding for construction costs incurred by the District prior to execution of the Coastal Texas PPA. Additional partnership arrangements and agreements with federal and state entities may be necessary in order for the District to assist USACE in the implementation of the Coastal Texas Program.

GULF COAST PROTECTION DISTRICT
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE 5. PARTNERSHIPS WITH FEDERAL AND STATE ENTITIES (Continued)

The District currently receives state funding from the GLO on a pass-through basis, pursuant to the terms and conditions of a local cooperation agreement (as further described below). This allows the District to receive state funds appropriated by the Texas Legislature to the GLO for use by the District during each biennium following each respective state legislative session. The District may expend these funds pursuant to the terms and conditions of the various project partnership, interlocal and local cooperation agreements described herein.

USACE, Orange County Drainage District (“OCDD”), and Orange County (together with OCDD, “Orange County”)

On September 18, 2020, Orange County and the USACE entered into a Design Agreement (“DA”), which obligated Orange County, as the Non-Federal Sponsor for the Orange County Project, to pay 35% of total design costs for the Orange County Project in accordance with the terms of the Agreement. On December 14, 2021, the District entered into an interlocal agreement with Orange County, as amended on November 9, 2022 (such agreement, the “Orange County IA”). Upon execution of the Orange County PPA, (as defined herein) the District assumed Orange County’s liabilities and obligations as the Non-Federal Sponsor under the Design Agreement. Pursuant to the terms of the Orange County IA, Orange County shall continue to perform Design Participation Work as defined in the Orange County IA, and the District will, inter alia, remit payment to Orange County for the cost of such Design Participation costs.

On April 29, 2022, the District entered into a project partnership agreement with the USACE (the “Orange County PPA”). Pursuant to the Orange County PPA, the USACE, with input from Orange County, will complete design and construction of the Orange County Project using funds provided in the Bipartisan Budget Act of 2018 (Public Law No. 115-123, effective February 9, 2018) and funds provided by the District. As the Non-Federal Sponsor, the District will contribute 35 percent of certain construction costs for the Orange County Project (inclusive of the Orange County Non-Federal Share) or, in lieu of all or part of such contribution, the District will directly fund, acquire necessary real property, and install and construct certain facilities and improvements as part of the Orange County Project and shall receive credit for any such in-kind contributions (such cost share, the “District Non-Federal Share – Orange County”). For each portion of the Orange County Project that is completed, the District shall, at its sole cost, operate, maintain, repair, rehabilitate and replace such portion of the Orange County Project, utilizing funds generated by the levy of District ad valorem taxes or otherwise appropriated to the District for such purposes by Congress or the Texas Legislature.

GULF COAST PROTECTION DISTRICT
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE 5. PARTNERSHIPS WITH FEDERAL AND STATE ENTITIES (Continued)

Jefferson County Drainage District No. 7 (“DD7”)

On November 29, 2019, DD7 and the USACE entered into a Project Partnership Agreement, which obligated which obligated DD7 to serve as the Non-Federal Sponsor for the Jefferson County Project and to fund and/or finance certain costs associated with the design, construction, operation, maintenance, repair, replacement and rehabilitation of the Jefferson County Project (such cost share, the “DD7 Non-Federal Share” and, such agreement, the “DD7 PPA”). On February 9, 2022, the District approved an interlocal agreement with DD7 (the “Jefferson County IA”). Pursuant to the terms of the Jefferson County IA, DD7 shall continue to serve as the Non-Federal Sponsor and continue to engage and participate in the design, construction, operation, maintenance, repair, replacement and rehabilitation of the Jefferson County Project and the District will fund or reimburse DD7 for the remaining portion of the DD7 Non-Federal Share (such reimbursement obligation, the “District Non-Federal Share – DD7”, and together with the “District Non-Federal Share – Orange County and the anticipated Coastal Texas Non-Federal Sponsor Share, the “District Non-Federal Share”).

General Land Office

Effective September 1, 2021, District entered into a local cooperation agreement with the General Land Office (the “GLO”), as amended on November 17, 2022, February 10, 2023 and October 22, 2023, (the “LCA”). Pursuant to the LCA, the GLO will reimburse or provide advance funding to the District for certain District administrative expenditures and for certain project costs associated with S2G and Coastal Texas, including, without limitation, the District Non-Federal Share, subject to the appropriation of or the availability of state funds to the GLO. The term of this agreement expires August 31, 2025. During the current fiscal year, the District received \$107,597,308 from the GLO to fund operating expenditures (such funds, the “GLO Funding”). Portions of the GLO Funding were advanced-funded, and as such, the District is required, pursuant to the LCA, to provide a written reconciliation regarding the total amount of advanced funds received and the total amount of project costs incurred at each fiscal year end. Any remaining balance at the fiscal year end is subject to recapture by the GLO at the GLO’s discretion.

GULF COAST PROTECTION DISTRICT
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE 6. RETIREMENT PLAN

Plan Description

The District provides retirement, disability, and death benefits for all of its full-time employees through a non-traditional defined benefit pension plan in the statewide Texas County and District Retirement System (TCDRS). The Board of Trustees of TCDRS is responsible for the administration of the statewide agent multiple-employer public employee retirement system consisting of Over 800 non-traditional defined benefit pension plans. TCDRS in the aggregate issues a comprehensive annual financial report (CAFR) on a calendar year basis. The CAFR is available upon written request from the TCDRS Board of Trustees at P.O. Box 2034, Austin, Texas 78768-2034.

Benefits Provided

The plan provisions are adopted by the District, within the options available in the Texas state statutes governing TCDRS (TCDRS Act). Members can retire at ages 60 and above with 5 or more years of service, with 20 years of service regardless of age, or when the sum of their age and years of service equals 80 or more. Members are vested after 8 years of service but must leave their accumulated contributions in the plan to receive any employer-financed benefit. Members who withdraw their personal contributions in a lump sum are not entitled to any amounts contributed by the District.

Benefit amounts are determined by the sum of the employee’s deposits to the plan, with interest, and employer-financed monetary credits. The level of these monetary credits is adopted by the District within the actuarial constraints imposed by the TCDRS Act so that the resulting benefits can be expected to be adequately financed by the employer’s commitment to contribute. At retirement, death, or disability, the benefit is calculated by converting the sum of the employee’s accumulated deposits and the employer-financed monetary credits to a monthly annuity using annuity purchase rates prescribed by the TCDRS Act.

At December 31, 2022, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefits	-0-
Inactive employees entitled but not yet receiving benefits	-0-
Active employees	2

GULF COAST PROTECTION DISTRICT
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE 6. RETIREMENT PLAN (Continued)

Contributions

The plan is funded by monthly contributions from both employee members and the employer based on the covered payroll of employee members. Under the TCDRS Act, the contribution rate of the employer is actuarially determined annually. The employer contributed using the actuarially determined rate of 11.94% for the months of the 2022 and 2023 accounting. The deposit rate payable by the employee members for calendar years 2022 and 2023 is 7.00% as adopted by the governing body of the District. The employee deposit rate and the employer contribution rate may be changed by the governing body of the District within the options available in the TCDRS Act.

For the District's accounting year ended September 30, 2023, the annual pension cost for the TCDRS plan for its employees was \$31,023; the actual contributions were \$31,023. The employees contributed \$18,188 to the plan for the 2023 fiscal year.

Actuarial Assumptions

The total pension liability in the December 31, 2022, actuarial valuation was determined using the following actuarial assumption:

Actuarial valuation date	12/31/22
Actuarial cost method	Entry Age
Amortization method	Level percentage of payroll, closed
Remaining Amortization period	19.9 years
Asset Valuation Method	5-year smoothed market
Actuarial Assumptions:	
Investment return ¹	7.50%
Projected salary increases ¹	4.70%
Inflation	2.50%
Cost-of-living adjustments	0.00%

¹ Includes inflation at the stated rate

The demographic assumptions were developed from an actuarial experience investigation of TCDRS over the years 2017-2020. They were recommended by Milliman and adopted by the TCDRS Board of Trustees in December of 2021. All economic assumptions were recommended by Milliman and adopted by the TCDRS Board of Trustees in March of 2021. These assumptions, except where required to be different by GASB 68, are used to determine the total pension liability as of December 31, 2022. The assumptions are reviewed annually for continued compliance with the relevant actuarial standards of practice.

GULF COAST PROTECTION DISTRICT
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE 6. PENSION PLAN (Continued)

Actuarial Assumptions (Continued)

Mortality rates were based on the following:

Depositing members – 135% of Pub-2010 General Employees Amount-Weighted Mortality Table for males and 120% Pub-2010 General Employees Amount-Weighted Mortality Table for females, both projected with 100% of the MP-2021 Ultimate scale after 2010.

Service retirees, beneficiaries and non-depositing members – 135% of Pub-2010 General Retirees Amount-Weighted Mortality Table for males and 120% Pub-2010 General Retirees Amount-Weighted Mortality Table for females, both projected with 100% of the MP-2021 Ultimate scale after 2010.

Disabled retirees – 160% of Pub-2010 General Disabled Retirees Amount-Weighted Mortality Table for males and 125% Pub-2010 General Disabled Retirees Amount-Weighted Mortality Table for females, both projected with 100% of the MP-2021 Ultimate scale after 2010.

Discount Rate

The discount rate used to measure the total pension liability was 7.6%. The discount did not change from the previous year.

In order to determine the discount rate to be used, the actuary used an alternative method to determine the sufficiency of the fiduciary net position in all future years. This alternative method reflects the funding requirements under the funding policy and the legal requirements under the TCDRS Act:

- 1) TCDRS has a funding policy where the Unfunded Actuarial Accrued Liability (UAAL) shall be amortized as a level percent of pay over 20-year closed layered periods.
- 2) Under the TCDRS Act, the employer is legally required to make the contribution specified in the funding policy.
- 3) The employer's assets are projected to exceed its accrued liabilities in 20 years or less. When this point is reached, the employer is still required to contribute at least the normal cost.
- 4) Any increased cost due to the adoption of a cost-of-living adjustment is required to be funded over a period of 15 years, if applicable.

Based on the above, the projected fiduciary net position is determined to be sufficient compared to projected benefit payments. Based on the expected level of cash flows and

GULF COAST PROTECTION DISTRICT
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE 6. PENSION PLAN (Continued)

investment returns to the system, the fiduciary net position as a percentage of total pension liability is projected to increase from its current level in future years.

Since the projected fiduciary net position is projected to be sufficient to pay projected benefit payments in all future years, the discount rate for purposes of calculating the total pension liability and net pension liability is equal to the long-term assumed rate of return on investments. This long-term assumed rate of return should be net of investment expenses, but gross of administrative expenses. Therefore, the actuary has used a discount rate of 7.60%. This rate reflects the long-term assumed rate of return on assets for funding purposes of 7.5%, net of all expenses, increased by 0.10% to be gross of administrative expenses.

The long-term expected rate of return on TCDRS assets is determined by adding expected inflation to expected long-term real returns and reflecting expected volatility and correlation. The capital market assumptions and information shown below are provided by TCDRS' investment consultant, Cliffwater LLC. The numbers shown are based on January 2023 information for a 10-year time horizon.

Note that the valuation assumption for long-term expected return is re-assessed at a minimum of every four years and is based on a long-term time horizon. The TCDRS Board of Trustees adopted the current assumption at their March 2021 meeting. The assumption for the long-term expected return is reviewed annually for continued compliance with the relevant actuarial standards of practice. Milliman relies on the expertise of Cliffwater in this assessment.

Asset Class	Target Allocation	Geometric Real Rate of Return (Expected minus Inflation)
US Equities	11.50%	4.95%
Global Equities	2.50%	4.95%
International Equities-Development	5.00%	4.95%
International Equities-Emerging	6.00%	4.95%
Investment-Grade Bonds	3.00%	2.40%
Strategic Credit	9.00%	3.39%
Direct Lending	16.00%	6.95%
Distressed Debt	4.00%	7.60%
REIT Equities	2.00%	4.15%
Master Limited Partnerships (MLPs)	2.00%	5.30%
Private Real Estate Partnerships	6.00%	5.70%
Private Equity	25.00%	7.95%
Hedge Funds	6.00%	2.90%
Cash Equivalents	2.00%	0.20%

GULF COAST PROTECTION DISTRICT
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE 6. PENSION PLAN (Continued)

Changes in Net Pension Liability/(Asset) for the measurement year ended December 31, 2022 are as follows:

	Increase (Decrease)		
	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability/(Asset)
	(a)	(b)	(a)-(b)
Balances of December 31, 2021	\$ -0-	\$ -0-	\$ -0-
Changes for the year:			
Service Costs	46,803		46,803
Interest on the Total Pension Liability	3,557		3,557
Effect of Economic/Demographic			
Gains or Losses	33		33
Administrative Expenses		(24)	24
Member Contributions		14,592	(14,592)
Net investment income		(3,367)	3,367
Employer Contributions		24,889	(24,889)
Other		5,558	(5,558)
Balances of December 31, 2022	<u>\$ 50,393</u>	<u>\$ 41,648</u>	<u>\$ 8,745</u>

Sensitivity Analysis - The following presents the net pension liability/(asset) of the District, calculated using the discount rate of 7.60%, as well as what the District net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower (6.60%) or 1 percentage point higher (8.60%) than the current rate.

	1%	Current	1%
	Decrease	Discount Rate	Increase
	6.60%	7.60%	8.60%
Total Pension Liability	\$ 61,699	\$ 50,393	\$ 41,461
Fiduciary Net Position	41,648	41,648	41,648
Net Pension Liability/(Asset)	<u>\$ 20,051</u>	<u>\$ 8,745</u>	<u>\$ (187)</u>

GULF COAST PROTECTION DISTRICT
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE 6. PENSION PLAN (Continued)

As of September 30, 2023, the deferred inflows and outflows of resources are as follows:

	Deferred Inflows of Resources	Deferred Outflows of Resources
Differences between expected and actual experience	\$ -0-	\$ 31
Changes in assumptions		
Net difference between projected and actual earnings		4,037
Contributions paid to TCDRS subsequent to the measurement date		23,527
	\$ -0-	\$ 27,595

\$23,527 reported as deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability for the measurement year ending December 31, 2023 (i.e. to be recognized in the District's financial statements dated September 30, 2024). Other amounts reported as deferred outflows and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year ended December 31:	
2022	\$ 1,011
2023	1,011
2024	1,011
2025	1,012
2026	2
Thereafter	21

NOTE 7. GROUP TERM LIFE INSURANCE

The District participates in a cost-sharing multiple-employer defined-benefit group-term life insurance plan operated by the Texas County & District Retirement System (TCDRS). This plan is referred to as the Group Term Life Fund (GTLF). This optional plan provides group term life insurance coverage to current eligible employees and, if elected by employers, to retired employees.

The GTLF is a separate trust administered by the TCDRS board of trustees. TCDRS issues a publicly available comprehensive annual financial report (CAFR) that includes financial statements and required supplementary information for the GTLF. This report is available at www.tcdrs.org. TCDRS' CAFR may also be obtained by writing to the Texas County & District Retirement System; P.O. Box 2034, Austin, TX 78768-2034, or by calling 800~823-7782.

GULF COAST PROTECTION DISTRICT
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE 7. GROUP TERM LIFE INSURANCE (Continued)

Funding Policy: Each participating employer contributes to the GTLF at a contractually required rate. An annual actuarial valuation is performed and the contractual rate is determined using the unit credit method for providing one-year term life insurance. The District's contribution to the GTLF for the years ending September 30, 2023, and 2021 were \$78 and \$37, respectively, which equaled the contractually required contribution.

NOTE 8. RISK MANAGEMENT

The District is exposed to various risks of loss related to torts, theft of, damage to and destruction of assets, errors and omissions and natural disasters for which the District carries commercial insurance. There have been no significant reductions in coverage from the prior year and settlements have not exceeded coverage in the year.

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GULF COAST PROTECTION DISTRICT

REQUIRED SUPPLEMENTARY INFORMATION

SEPTEMBER 30, 2023

GULF COAST PROTECTION DISTRICT
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL - GENERAL FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2023

	<u>Original Budget</u>	<u>Final Amended Budget</u>	<u>Actual</u>	<u>Variance Positive (Negative)</u>
REVENUES				
GLO Funding	\$32,050,000	\$199,500,000	\$107,597,308	\$ (91,902,692)
Investment Revenues		63,000	74,258	11,258
Miscellaneous Revenues			514	514
TOTAL REVENUES	<u>\$32,050,000</u>	<u>\$199,563,000</u>	<u>\$107,672,080</u>	<u>\$ (91,890,920)</u>
EXPENDITURES				
Service Operations:				
Personnel	\$ 1,155,300	\$ 730,865	\$ 326,238	\$ 404,627
Professional Fees	1,670,000	2,870,000	1,990,713	879,287
Non-Federal Sponsor Funding		193,929,850	100,973,460	92,956,390
Contracted Services	1,630,000	1,625,000	272,191	1,352,809
Other	214,850	344,285	92,306	251,979
TOTAL EXPENDITURES	<u>\$ 4,670,150</u>	<u>\$199,500,000</u>	<u>\$103,654,908</u>	<u>\$ 95,845,092</u>
NET CHANGE IN				
FUND BALANCE	\$27,379,850	\$ 63,000	\$ 4,017,172	\$ 3,954,172
FUND BALANCE -				
OCTOBER 1, 2022	<u>46,872</u>	<u>46,872</u>	<u>46,872</u>	
FUND BALANCE -				
SEPTEMBER 30, 2023	<u>\$27,426,722</u>	<u>\$ 109,872</u>	<u>\$ 4,064,044</u>	<u>\$ 3,954,172</u>

See accompanying independent auditor's report.

GULF COAST PROTECTION DISTRICT
SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
TEXAS COUNTY & DISTRICT RETIREMENT SYSTEM
FOR THE YEAR ENDED SEPTEMBER 30, 2023

	Year Ended December 31, 2022
Total Pension Liability	
Service Cost	\$ 46,803
Interest (on the Total Pension Liability)	3,557
Effect of economic/demographic gains or losses	33
Benefit payments, including refunds of employee contributions	_____
Net change in total pension liability	\$ 50,393
Total pension liability, beginning	_____
Total pension liability, ending (a)	\$ <u>50,393</u>
Plan Fiduciary Net Position	
Contributions - employer	\$ 24,889
Contributions - employee	14,592
Net investment income	(3,367)
Benefit payments, including refunds of employee contributions	_____
Administrative Expense	(24)
Other	<u>5,558</u>
Net Change in plan fiduciary net position	\$ 41,648
Plan Fiduciary net position, beginning	_____
Plan Fiduciary net position, ending (b)	\$ <u>41,648</u>
Net Pension Liability/(Asset), Ending = (a) - (b)	<u>\$ 8,745</u>
Plan fiduciary net position as a percentage of the total pension liability	82.65%
Covered-employee payroll	\$ 208,452
Net pension liability as a percentage of covered employee payroll	0.04

See accompanying independent auditor's report.

GULF COAST PROTECTION DISTRICT
SCHEDULE OF DISTRICT CONTRIBUTIONS
TEXAS COUNTY & DISTRICT RETIREMENT SYSTEM
SEPTEMBER 30, 2023

<u>Year</u> <u>Ending</u> <u>September 30</u>	<u>Actuarially</u> <u>Determined</u> <u>Contribution</u>	<u>Actual</u> <u>Employer</u> <u>Contribution</u>	<u>Contribution</u> <u>Deficiency</u> <u>(Excess)</u>	<u>Pensionable</u> <u>Covered</u> <u>Payroll</u>	<u>Actual Contribution</u> <u>as a Percentage of</u> <u>Covered Payroll</u>
2022	\$ 24,889	\$ 24,889	\$ -0-	\$ 208,452	11.9%
2023	\$ 31,023	\$ 31,023	\$ -0-	\$ 259,829	11.9%

See accompanying independent auditor's report.

GULF COAST PROTECTION DISTRICT
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION
FOR THE YEAR ENDED SEPTEMBER 30, 2023

NOTE 1. NET PENSION LIABILITY - TEXAS COUNTY & DISTRICT RETIREMENT SYSTEM

Assumptions

The following methods and assumptions were used to determine contribution rates:

Valuation Date	Actuarially determined contribution rates are calculated as of December 31, two years prior to the end of the fiscal year in which the contributions are reported.
Actuarial Cost Method	Entry Age
Amortization method	Level percentage of payroll, closed
Remaining amortization period	19.9 years (based on contribution rate calculated in 12/31/2022 valuation)
Asset Valuation Method	5-year, smoothed market
Inflation	2.50%
Salary Increases	Varies by age and service. 4.7%, average over career including inflation
Investment Rate of Return	7.50%, net of investment expenses, including inflation
Retirement Age	Members who are eligible for service retirement are assumed to commence receiving benefit payments based on age. The average age at service retirement for recent retirees is 61.
Mortality	135% of the Pub-2010 General Retirees Table for males and 120% of the Pub-2010 General Retirees Table for females, both projected with 100% of the MP-2021 Ultimate scale after 2010.
Changes in Assumptions and Methods Reflected in the Schedule of Employer Contributions*	2015: New inflation, mortality and other assumptions were reflected. 2017: New mortality assumptions were reflected. 2019: New inflation, mortality and other assumptions were reflected 2022: New investment return and inflation assumptions were reflected
Changes in Plan Provisions reflected in Schedule*	2022: No changes in plan provisions were reflected in the Schedule.

*Only changes that affect the benefit amount and that are effective 2015 and later are shown in Notes to Schedule

See accompanying independent auditor's report.

GULF COAST PROTECTION DISTRICT
SUPPLEMENTARY INFORMATION REQUIRED BY THE
WATER DISTRICT FINANCIAL MANAGEMENT GUIDE
SEPTEMBER 30, 2023

GULF COAST PROTECTION DISTRICT
GENERAL FUND EXPENDITURES
FOR THE YEAR ENDED SEPTEMBER 30, 2023

PERSONNEL EXPENDITURES (Including Benefits)	<u>\$ 326,238</u>
PROFESSIONAL FEES:	
Auditing	\$ 10,000
Engineering	1,731,323
Legal	<u>249,390</u>
TOTAL PROFESSIONAL FEES	<u>\$ 1,990,713</u>
CONTRACTED SERVICES:	
Bookkeeping	\$ 46,705
Communications	169,135
Media Services	<u>56,351</u>
TOTAL CONTRACTED SERVICES	<u>\$ 272,191</u>
NON-FEDERAL SPONSOR FUNDING	<u>\$ 100,973,460</u>
ADMINISTRATIVE EXPENDITURES:	
Insurance	\$ 11,715
Office Supplies	13,820
Seminar	7,297
Travel and Meetings	32,563
Website	26,785
Other	<u>126</u>
TOTAL ADMINISTRATIVE EXPENDITURES	<u>\$ 92,306</u>
TOTAL EXPENDITURES	<u><u>\$ 103,654,908</u></u>

See accompanying independent auditor's report.

GULF COAST PROTECTION DISTRICT
SCHEDULE OF INVESTMENTS
SEPTEMBER 30, 2023

Fund	Identification or Certificate Number	Interest Rate	Maturity Date	Balance at End of Year	Accrued Interest Receivable at End of Year
<u>GENERAL FUND</u> Texas CLASS	XXXX0001	Varies	Daily	<u>\$ 4,705,422</u>	<u>\$ - 0 -</u>

See accompanying independent auditor's report.

GULF COAST PROTECTION DISTRICT
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES
GENERAL FUND – TWO YEARS

	<u>Amounts</u>		<u>Percentage of Total Revenues</u>	
	<u>2023</u>	<u>2022</u>	<u>2023</u>	<u>2022</u>
REVENUES				
GLO Funding	\$ 107,597,308	\$ 944,886	99.9 %	99.9 %
Investment Revenues	74,258	1,041	0.1	0.1
Miscellaneous Revenues	514	127		
TOTAL REVENUES	<u>\$ 107,672,080</u>	<u>\$ 946,054</u>	<u>100.0 %</u>	<u>100.0 %</u>
EXPENDITURES				
Service Operations:				
Personnel	\$ 326,238	\$ 256,923	0.3 %	27.2 %
Professional Fees	1,990,713	366,646	1.8	38.8
Non-Federal Sponsor Funding	100,973,460		93.8	
Contracted Services	272,191	183,075	0.3	19.4
Other	92,306	64,063	0.1	6.8
Capital Outlay		20,275		2.1
TOTAL EXPENDITURES	<u>\$ 103,654,908</u>	<u>\$ 890,982</u>	<u>96.3 %</u>	<u>94.3 %</u>
NET CHANGE IN FUND BALANCE	\$ 4,017,172	\$ 55,072	<u>3.7 %</u>	<u>5.7 %</u>
BEGINNING FUND BALANCE	<u>46,872</u>	<u>(8,200)</u>		
ENDING FUND BALANCE	<u>\$ 4,064,044</u>	<u>\$ 46,872</u>		
TOTAL ACTIVE RETAIL WATER CONNECTIONS	<u>N/A</u>	<u>N/A</u>		
TOTAL ACTIVE RETAIL WASTEWATER CONNECTIONS	<u>N/A</u>	<u>N/A</u>		

See accompanying independent auditor's report.

GULF COAST PROTECTION DISTRICT
BOARD MEMBERS, KEY PERSONNEL AND CONSULTANTS
SEPTEMBER 30, 2023

District Mailing Address - Gulf Coast Protection District
c/o Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, TX 77027

District Telephone Number - (713) 860-6400

Board Members	(Appointed) Term of Office	Fees of office for the year ended September 30, 2023	Expense reimbursements for the year ended September 30, 2023	Position
Michel Bechtel	08/21 06/25	\$ -0-	\$ 5,008	President
Robert Mitchell	08/21 06/25	\$ -0-	\$ 1,185	Vice President
Roger Quiroga	06/23 06/27	\$ -0-	\$ 202	Secretary
Sally Bakko	08/21 06/25	\$ -0-	\$ 4,177	Assistant Secretary
Roger Guenther	08/21 06/25	\$ -0-	\$ -0-	Director
Michael VanDerSnick	08/21 06/25	\$ -0-	\$ -0-	Director
Lori Traweek	08/21 06/25	\$ -0-	\$ -0-	Director
Billy Combs	06/23 06/27	\$ -0-	\$ 312	Director
Adrian Garcia	06/23 06/27	\$ -0-	\$ -0-	Director
Allan Ritter	06/23 06/27	\$ -0-	\$ -0-	Director
Kirk Roccaforte	06/23 06/27	\$ -0-	\$ 1,137	Director

See accompanying independent auditor's report.

GULF COAST PROTECTION DISTRICT
BOARD MEMBERS, KEY PERSONNEL AND CONSULTANTS
SEPTEMBER 30, 2023

Consultants:	<u>Date Hired</u>	<u>Fees for the year ended September 30, 2023</u>	<u>Title</u>
Allen Boone Humphries Robinson LLP	08/18/21	\$ 216,178	Attorney
McCall Gibson Swedlund Barfoot PLLC	09/14/22	\$ 10,000	Auditor
Municipal Accounts & Consulting, LP	08/18/21	\$ 48,061	Bookkeeper
DE Corp	08/10/22	\$1,732,739	Engineer
Mark Burton	09/08/21	\$ -0-	Investment Officer
Ghia Lewis	09/08/21	\$ -0-	Investment Officer
Hollaway Environmental + Communications		\$ 211,910	Communications
Touchstone District Services		\$ 40,010	Public Relations
Personnel:			
Nicole Sunstrum	08/18/21	\$ Salary	Exec. Director
Grace Bader	06/16/22	\$ Salary	Exec. Assistant

See accompanying independent auditor's report.



July 17, 2024

President

Michel Bechtel

Vice President

Robert Mitchell

Secretary

Sally Bakko

Assistant Secretary

Larry Taylor

Directors

Roger Guenther

Sharon Hulgan

Lori Traweek

Billy Combs

Adrian Garcia

Allan B. Ritter

Kirk Roccaforte

Submitted to:

Judge Jeff Branick and the Jefferson County Commissioners Court

**RE: Annual Report - 2023
Gulf Coast Protection District**

Dear Judge Branick,

In accordance with its authorizing legislation, Senate Bill (SB) 1160 (87th regular legislative session), the Gulf Coast Protection District (GCPD) must submit an annual report to the Texas Legislature, the Legislative Budget Board, the Texas General Land Office, and the commissioners courts of Chambers, Galveston, Harris, Jefferson, and Orange counties.

The report must:

1. describe the District's financial condition and operations during the preceding year;
2. propose a budget for the following year; and
3. describe generally the work proposed for the following year.

Included herein is the GCPD's annual report covering the period from January 1, 2023 through December 31, 2023.

More information on the GPCD can be found at www.gcpdtexas.com.

Questions related to this report should be directed to Nicole Sunstrum, Executive Director, at nicole.sunstrum@gcpdtexas.com.

Sincerely,

Nicole Sunstrum

R. Nicole Sunstrum



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 ____ day of _____, 2024, on motion made by _____, Commissioner of Precinct No. ____, and seconded by _____, Commissioner of Precinct No. ____, the following Proclamation was adopted:

PIONEERING WOMEN

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

WHEREAS, the Pioneering Women celebrate the ratification of the 19th Amendment to the U.S. Constitution, which guarantees women the right to vote. Achieving this milestone required a lengthy and difficult struggle, and the victory took decades of agitation and protest; and

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

WHEREAS, the "Voices from The Universe" Honoree Luncheon will celebrate seven (7) extraordinary women for their dedication and contributions to their professions and our communities including: Michele Malonson, Janci Kimball, Judy Bettis, Gigi Mazzola, Fabiana Baum, Tania Castelan and Maegan Collins during a Luncheon to be held at 11:30 a.m. on Aug. 1, 2024, at the Holiday Inn Plaza at Walden Road in Beaumont; and

WHEREAS, Pioneering Women financially supports many nonprofit organizations in the community, provides textbooks to students of higher learning, pays for GED testing for second-chance students seeking high school equivalency and supports Women in Crisis and senior homebound patients;

THEREFORE, NOW BE IT RESOLVED by the Commissioners Court of Jefferson County, Texas, that in honor and recognition of the 2024 Pioneering Women Honorees, do hereby declare Aug. 1, 2024, as Pioneering Women "Voices from The Universe" Day.

Signed this ____ day of _____, 2024.

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER CARY ERICKSON
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



TEXAS GENERAL LAND OFFICE

COASTAL LEASE NO. CL950002

By virtue of the authority granted by [Chapter 33 of the Texas Natural Resources Code](#), Title 31 of the Texas Administrative Code, all amendments thereto, all other applicable statutes, and subject to all rules and regulations promulgated pursuant thereto, the State of Texas (the “Grantor”), acting by and through the Commissioner of the General Land Office (the “GLO”) as Chairwoman of the School Land Board (the “Board”) on behalf of the Permanent School Fund (the “PSF”), hereby grants to the grantee (the “Grantee”) named under the “Grantee Name” section of **Attachment A**, the Control Page, the right to use a tract of state-owned real property (the “Premises”), which property is described in the “Premises” section of **Attachment A** and further depicted in **Attachment B-1, B-2 and B-3**, for the purposes described in this agreement (the “Agreement”).

ARTICLE I: INTERPRETIVE PROVISIONS

- (a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms;
- (b) The words “hereof,” “herein,” “hereunder,” and similar words refer to this Agreement as a whole and not to any particular provision, section, Attachment, or schedule, unless otherwise specified;
- (c) The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Agreement, (i) references to agreements (including this Agreement) and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto, but only to the extent that such amendments and other modifications are not prohibited by the terms of this Agreement; and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation;
- (d) The captions and headings of this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement;
- (e) All attachments within this Agreement, including those referenced by incorporation, and any amendments are considered part of the terms of this Agreement;
- (f) This Agreement may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each shall be performed in accordance with its terms;
- (g) Unless otherwise expressly provided, reference to any action of the Grantor or by the Grantor by way of consent, approval, or waiver shall be deemed modified by the phrase “in its/their sole discretion.” Notwithstanding the preceding sentence, any approval, consent, or waiver required by, or requested of, the Grantor shall not be unreasonably withheld or delayed;
- (h) All due dates and/or deadlines referenced in this Agreement that occur on a weekend or holiday shall be considered as if occurring on the next business day;
- (i) All time periods in this Agreement shall commence on the day after the date on which the applicable event occurred, report is submitted, or request is received; and
- (j) Time is of the essence in this Agreement.

ARTICLE II: GRANTING CLAUSE

2.01 GRANTING CLAUSE: IN CONSIDERATION OF THE PAYMENTS STATED IN ARTICLE IV OF THIS AGREEMENT AND OTHER CONSIDERATION STATED THEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, AND ACCORDING TO THE COVENANTS AND COMMITMENTS HEREIN AGREED TO BE KEPT AND PERFORMED BY THE GRANTEE, THE GRANTOR GRANTS TO THE GRANTEE THE RIGHT TO USE THE PREMISES FOR THE PURPOSES AND UNDER THE CONDITIONS AND OBLIGATIONS DESCRIBED IN THE FOLLOWING SECTION OF THIS AGREEMENT.

2.02 SCOPE OF GRANTING CLAUSE: THE GRANTEE'S USE OF THE PREMISES IS SUBJECT TO COMPLIANCE WITH THE FOLLOWING COVENANTS, OBLIGATIONS, AND CONDITIONS:

- (a) Use: The Premises may be used by the Grantee solely for those uses specified under the "Use(s) of Premises" section of **Attachment A** and for no other purpose. Except as otherwise provided in this Agreement, the Premises are to remain in their current topographical and hydrologic condition during the term of the Agreement. The Grantee is specifically prohibited from modifying the Premises in any manner not authorized in this Agreement and from using, or allowing the use by others, of the Premises for any other purpose.
- (b) Trash: The Grantee shall be responsible for the removal and disposal of all trash at the Premises, whether or not such trash is generated by the Grantee or its guests and invitees.
- (c) Improvements:
- (i) The Grantee's right to use the Premises is exclusive as to those alterations, additions, and/or improvements located, or to be located, on the Premises (collectively the "Improvements"), as more specifically described under the "Use(s) of Premises" section of **Attachment A** and further depicted on **Attachment B-1, B-2 and B-3**, and non-exclusive as to the remainder. The location of the Improvements shall become fixed as specified under **Attachment B-1, B-2 and B-3** and shall not be changed except by a written amendment to this Agreement. Improvements existing prior to the execution of this Agreement are and shall remain the property of the Grantor;
- (ii) Except as otherwise allowed in this Agreement, no construction, land modifications or excavation, or permanent property improvements may be allowed or undertaken without the Grantor's prior express written consent. The Grantee may not maintain or allow any nuisances or public hazards on the Premises, and shall be under a duty to abate or remove any activity or property constituting or contributing to a hazard or nuisance. The Grantee may file a criminal complaint or institute civil proceedings to protect his right of possession and leasehold interest in the Premises against trespass or other infringement of the Grantee's rights by third parties. The Grantee is specifically prohibited from using or allowing the use by others of the Premises for any purpose not stated herein, including, but not limited to, mining, hauling, or otherwise removing rock, sand, gravel, aggregate, or other such materials, without the Grantor's prior express written approval;
- (iii) Prior to undertaking construction or installation of Improvements on the Premises, the Grantee shall provide written notice of the terms of this Agreement to each person or entity authorized by the Grantee to perform any such activity on its behalf. If a dispute arises concerning construction or installation of the Improvements, the Grantee shall provide the Grantor with a copy of all applicable notices within ten (10) days of the Grantor's written request;
- (iv) The Grantee, in its sole cost and expense, shall make, and be solely responsible for, any repairs, maintenance, or replacements to the Improvements that the Grantor considers necessary or as required by this Agreement. If the Grantee fails or refuses to honor such a request, or in case of an emergency, the Grantor may make such repairs, maintenance, renewals, or replacements. **THE GRANTEE WAIVES ANY CLAIM FOR DAMAGE CAUSED THEREBY AND IS LIABLE TO THE GRANTOR FOR ANY COSTS INCURRED;**
- (v) Prior to expiration of this Agreement or upon notice of termination, the Grantee shall remove all of the Improvements, remove any resulting debris, and pay Grantor all monies due. The grantee shall take whatever measures are necessary to restore the area involved as nearly as practicable to the same condition that existed prior to placement of any Improvements. If the Grantee fails to comply with this provision, the Grantor shall have the right to perform the work, in which event the Grantee shall be liable to the Grantor for all cost, loss, and damage incurred by the Grantor;
- (vi) Notwithstanding the preceding, pursuant to Title 31 of the Texas Administrative Code, the Grantor may waive the removal/restoration requirements in this Section if, in the Grantor's sole opinion and discretion, such waiver is in the best interest of the State. Any such waiver shall be in writing and may be conditioned upon factors including the nature and sensitivity of the natural resources in the area, potential damage to or destruction of property, beneficial uses of the existing improvement(s), and other factors considered to be in the best interest of the State; and
- (vii) Grantee shall insure that all Improvements constructed, placed, or operated by it on the Premises are visible to operators of marine craft at all times. Grantee shall further take any and all steps necessary to insure that Improvements constructed, placed, or operated by it on the Premises do not constitute a hazard to operators of marine craft. Grantee may not restrict or prevent other persons from access to navigating open, navigable waters.

(d) **Adjacent Property:**

(i) The Premises are located adjacent to property that is owned by the Grantee or in which the Grantee has a possessory interest (the "Adjacent Property") and is further described under the "Adjacent Property" section of **Attachment A**; and

(ii) If the Grantee is divested of its interest in the Adjacent Property, the Grantor may terminate this Agreement upon ten (10) days written notice to the Grantee.

(e) **Special Conditions:** The Grantee shall adhere to the special conditions, if any, listed under the "Special Conditions" section of **Attachment A**.

2.03 AS IS: THE GRANTEE HAS INSPECTED THE PHYSICAL AND TOPOGRAPHIC CONDITION OF THE PREMISES AND ACCEPTS THE SAME "AS IS," IN ITS EXISTING PHYSICAL AND TOPOGRAPHIC CONDITION. THE GRANTEE ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY REPRESENTATION, STATEMENT, OR OTHER ASSERTION OF THE GRANTOR WITH RESPECT TO THE CONDITION OF THE PREMISES, BUT IS RELYING ON THE GRANTEE'S OWN INSPECTION OF THE PREMISES. THE GRANTOR DISCLAIMS ANY AND ALL WARRANTIES OF HABITABILITY, MERCHANTABILITY, SUITABILITY, FITNESS FOR ANY PURPOSE, AND ANY OTHER EXPRESS OR IMPLIED WARRANTY, NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. THE USE OF THE TERM "GRANT" IN NO WAY IMPLIES THAT THIS AGREEMENT IS FREE OF LIENS, ENCUMBRANCES, AND/OR PRIOR RIGHTS. THE GRANTEE IS PUT ON NOTICE THAT OTHER GRANT AND/OR ENCUMBRANCE MAY BE OF RECORD, AND THE GRANTEE IS ADVISED TO EXAMINE THE RECORDS IN THE ARCHIVES AND RECORDS DIVISION OF THE GEO AND RECORDS OF THE COUNTY IN WHICH THE PREMISES ARE LOCATED.

2.04 RESERVATIONS: THE GRANTOR RESERVES THE FULL USE OF THE PREMISES AND ALL RIGHTS WITH RESPECT TO ITS SURFACE AND SUBSURFACE FOR ANY AND ALL PURPOSES EXCEPT FOR THOSE GRANTED TO THE GRANTEE. THE AFOREMENTIONED RESERVED FULL USE OF THE PREMISES BY THE GRANTOR INCLUDES THE RIGHT OF INGRESS, EGRESS, AND USE OF THE PREMISES BY THE GRANTOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, AND OTHER AUTHORIZED USERS FOR ANY AUTHORIZED PURPOSE.

2.05 RIGHT OF ENTRY

(a) In any circumstances where the Grantor is granted a right of entry on the Premises during the term of the Agreement, no such entry shall constitute an eviction or disturbance of the Grantee's use and possession of the Premises, a breach by the Grantor of any of its obligations hereunder, render the Grantor liable for damages for loss of business or otherwise, entitle the Grantee to be relieved from any of its obligations hereunder, grant the Grantee any right of off-set or recoupment, or other remedy.

(b) In exercising any right of entry, the Grantor agrees to exercise its right of entry only at reasonable times (except in an emergency) for purposes of inspection, repair, and as necessary to protect the State's interests, and the Grantor agrees not to unreasonably interfere with the Grantee's authorized use of the Premises. The Grantee shall provide the Grantor with keys or combinations to all locks that may limit access to the Premises.

(c) Further, the Grantee authorizes the State, its officers, agents, representatives, and employees to access the Premises over and across Grantee's Adjacent Property. Grantor agrees to use the Adjacent Property only to the extent and for the length of time necessary to provide access to and from the Premises. The foregoing authorization creates a license only, and does not create an easement over the Adjacent Property.

(d) Grantee acknowledges that Grantor's right of ingress and egress shall remain in effect as long as any improvements placed on the Premises by Grantee remain on the Premises and/or as necessary for Grantor to confirm the removal (in whole or in part) of those improvements.

(e) Any aforementioned right of entry shall survive the termination of this Contract.

2.06 DAMAGE OR DESTRUCTION OF PREMISES AND/OR IMPROVEMENTS: NO DAMAGE TO THE PREMISES, OR DAMAGE TO OR DESTRUCTION OF ANY IMPROVEMENTS, SHALL IN ANY WAY ALTER, AFFECT, OR MODIFY THE GRANTEE'S OBLIGATIONS UNDER THIS AGREEMENT. IN THE EVENT ANY SUCH DAMAGE OR DESTRUCTION EXCEEDS THE COST LISTED UNDER THE "COST OF DAMAGE" SECTION OF ATTACHMENT A PER EVENT TO REPAIR, THE GRANTEE SHALL GIVE WRITTEN NOTICE TO GRANTOR WITHIN SEVEN (7) CALENDAR DAYS OF THE DAMAGE OR DESTRUCTION, INCLUDING A DESCRIPTION OF THE DAMAGE OR DESTRUCTION AND, AS FAR AS KNOWN TO THE GRANTEE, THE CAUSE OF THE DAMAGE OR DESTRUCTION. THE GRANTEE SHALL IMMEDIATELY REMOVE ALL DEBRIS RESULTING FROM SUCH

DAMAGE OR DESTRUCTION AND TAKE SUCH ACTION AS IS NECESSARY TO PLACE THE PREMISES IN A NEAT, SAFE CONDITION. WITHIN 90 DAYS OF THE EVENT CAUSING THE DAMAGE OR DESTRUCTION, THE GRANTEE MUST EITHER REPAIR OR REPLACE THE IMPROVEMENTS, IF PERMITTED BY LAW, OR RETURN THE PREMISES TO THEIR NATURAL CONDITION. THE GRANTOR MAY MAKE REPAIRS OR REPLACEMENTS PURSUANT TO THIS SECTION, WHEREUPON THE GRANTEE SHALL BE LIABLE TO PAY THE GRANTOR, UPON DEMAND, THE COST AND EXPENSE INCURRED IN ACCOMPLISHING SUCH ACTION. ANY FAILURE BY THE GRANTEE TO MAKE SUCH PAYMENT TO THE GRANTOR MAY BE TREATED BY THE GRANTOR AS AN EVENT OF DEFAULT.

ARTICLE III: TERM

The effective date and termination date of this Agreement are specified under the "Effective and Termination Dates" section of **Attachment A**, unless renewed or earlier terminated as provided herein. Unless otherwise specified herein, renewal of this Agreement is at the sole discretion of the Grantor.

ARTICLE IV: CONSIDERATION

THE GRANTEE SHALL PAY, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS SET FORTH IN THIS AGREEMENT, THE PAYMENT(S) AND/OR FEE(S) LISTED UNDER THE "PAYMENT(S) AND/OR FEE(S)" SECTION OF **ATTACHMENT A** ON OR BEFORE THE DUE DATE.

ARTICLE V: EVENTS OF DEFAULT

5.01 EVENTS OF DEFAULT: WITH RESPECT TO THE GRANTEE, IT SHALL BE AN EVENT OF DEFAULT HEREUNDER ("EVENT OF DEFAULT") IF:

- (a) the Grantee fails or refuses to timely pay Consideration or any other payments required by this Agreement after it becomes due;
- (b) the Grantee fails or refuses to comply, timely perform, or observe any of the covenants, duties, obligations, and/or conditions under this Agreement;
- (c) the Grantee abandons or vacates the Improvements, the Premises, or any significant portion thereof;
- (d) there is an entry of a court order requiring the dissolution, winding up, or termination of the Grantee's business affairs; or
- (e) the Grantee fails to materially comply with rules and regulations in the Texas Administrative Code, the Texas Natural Resources Code, or any other rules or regulations promulgated by any state or federal governmental entity with proper jurisdiction over any of the uses permitted under this Agreement, unless such a failure to comply is redressed through an enforcement action by an applicable state agency with proper jurisdiction.

5.02 NOTICE AND CURE: There shall be no consequences for an Event of Default under this Agreement, unless the defaulting party receives written notice of the Event of Default and such Event of Default continues for a period of 30 days after the defaulting party receives the notice. A notice of Event of Default shall specify the event or events constituting the default. This 30 day period shall be extended if the act, event, or condition is one that by its nature or circumstances reasonably requires more than 30 days to cure; provided, however, the defaulting party shall promptly and in good faith initiate and diligently pursue measures that are expected to cure or eliminate the Event of Default in a reasonable period of time. If either party fails to cure an Event of Default, the non-defaulting party shall be entitled to terminate this Agreement by written notice. This notice and cure provision does not apply to an Event of Default under provision 5.01(a) or any emergency situations that affect public health or safety.

5.03 CUMULATIVE RIGHTS AND REMEDIES; NO WAIVER: IF AN EVENT OF DEFAULT OCCURS AND THE GRANTEE FAILS TO CURE WITHIN THE PERIOD PROVIDED ABOVE, THE GRANTOR MAY, AT ITS OPTION, DO ANY ONE OR MORE OF THE FOLLOWING:

- (a) terminate this Agreement by sending written notice of such termination, in which event the Grantee shall immediately surrender possession of the Premises to the Grantor (such termination shall not prejudice the rights of the Grantor for any claim of payments due);

- (b) enter upon and take possession of the Premises and expel or remove the Grantee and any other occupant, with or without having terminated the Agreement; or
- (c) alter locks and other security devices, if any, at the Premises.

The failure of either the Grantee or the Grantor to insist at any time upon the strict observance or performance of any of the provisions of this Agreement or to exercise any right or remedy as provided in this Agreement shall not impair any other right or remedy or be construed as a waiver or relinquishment thereof with respect to subsequent defaults. Every right and remedy given by this Agreement to the Grantee or the Grantor may be exercised from time-to-time and as often as may be deemed expedient by the Grantee or the Grantor, as the case may be. In an Event of Default, the Grantor shall have the option, but not the obligation, to mitigate its damages.

ARTICLE VI: GENERAL TERMS, CONDITIONS, AND EXCEPTIONS

6.01 ASSIGNMENT: THE GRANTEE SHALL NOT ASSIGN OR OTHERWISE DISPOSE OF AN INTEREST IN THIS AGREEMENT OR THE PREMISES WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE GRANTOR; AND ANY ATTEMPT TO ASSIGN OR OTHERWISE DISPOSE WITHOUT CONSENT SHALL BE VOID AND OF NO EFFECT. THIS PROHIBITION AGAINST ASSIGNING OR DISPOSITION SHALL BE CONSTRUED TO INCLUDE A PROHIBITION AGAINST ANY ASSIGNMENT OR DISPOSITION BY OPERATION OF LAW. IF THIS AGREEMENT IS ASSIGNED, OR IF AN INTEREST IN THIS AGREEMENT OR THE PREMISES IS DISPOSED OF, THE GRANTOR MAY NEVERTHELESS COLLECT CONSIDERATION FROM THE ASSIGNEE AND APPLY THE NET AMOUNT COLLECTED TO THE CONSIDERATION PAYABLE HEREUNDER. NO SUCH TRANSACTION OR COLLECTION OF CONSIDERATION SHALL RELEASE THE GRANTEE FROM THE FURTHER PERFORMANCE OF ITS COVENANTS, DUTIES, AND OBLIGATIONS.

6.02 INDEMNITY: EXCEPT FOR DAMAGES DIRECTLY OR PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OF THE GRANTOR, THE GRANTEE SHALL INDEMNIFY AND HOLD HARMLESS THE GRANTOR AND THE GRANTOR'S OFFICERS, REPRESENTATIVES, AGENTS, AND EMPLOYEES FROM ANY LOSSES, CLAIMS, SUITS, ACTIONS, DAMAGES, OR LIABILITY (INCLUDING ALL COSTS AND EXPENSES OF DEFENDING AGAINST ALL OF THE AFOREMENTIONED) ARISING IN CONNECTION WITH:

- **THIS AGREEMENT;**
- **THE USE OR OCCUPANCY OF THE PREMISES;**
- **ANY NEGLIGENCE, ACT, OMISSION, NEGLECT, OR MISCONDUCT OCCURRING IN, ON, OR ABOUT THE PREMISES; OR**
- **ANY CLAIMS OR AMOUNTS ARISING OR RECOVERABLE UNDER FEDERAL OR STATE WORKERS' COMPENSATION LAWS, THE TEXAS TORT CLAIMS ACT, OR ANY OTHER SUCH LAWS.**

THE GRANTEE ASSUMES RESPONSIBILITY FOR THE CONDITION OF THE PREMISES. THE GRANTEE EXPRESSLY AGREES TO USE AND OCCUPY THE PREMISES AND PLACE ANY IMPROVEMENTS ON THE PREMISES AT ITS OWN RISK. THE GRANTEE SHALL BE RESPONSIBLE FOR THE SAFETY AND WELL BEING OF ITS EMPLOYEES, CUSTOMERS, AND INVITEES. THESE REQUIREMENTS SHALL SURVIVE THE TERM OF THIS AGREEMENT UNTIL ALL CLAIMS HAVE BEEN SETTLED OR RESOLVED AND SUITABLE EVIDENCE TO THAT EFFECT HAS BEEN FURNISHED TO THE GRANTOR.

6.03 PROTECTION OF NATURAL AND HISTORICAL RESOURCES

(a) **Unauthorized Discharge:** The Grantee shall use the highest degree of care and all appropriate safeguards to prevent pollution of air, ground, or water in, on, or about the Premises through an unauthorized discharge, and to protect and preserve natural resources and wildlife habitat. In the event of such discharge or damage to natural resources in, on, or about the Premises that is the result of an act or omission of the Grantee, its officers, employees, agents, representatives, contractors, and/or invitees, the Grantee shall immediately notify appropriate agencies of the State of Texas and the Grantor and undertake all required and appropriate action to remedy the same. The Grantee shall be liable for all damages to the Premises, public lands, and waters as a result of such act or omission and for mitigation of any such damages.

(b) **Natural Historical Preservation Act and Antiquities Code of Texas: THE GRANTEE IS EXPRESSLY PLACED ON NOTICE OF THE NATIONAL HISTORICAL PRESERVATION ACT OF 1966 AND THE ANTIQUITIES CODE OF TEXAS. IN**

6.04 COMPLIANCE WITH OTHER LAWS; NUISANCE: THE GRANTEE, AT ITS OWN EXPENSE, WILL COMPLY WITH ALL FEDERAL, STATE, MUNICIPAL, AND OTHER LAWS, CODES, ORDINANCES, RULES, AND REGULATIONS APPLICABLE TO THE PREMISES; AND WILL INSTALL, REMOVE, AND ALTER SUCH EQUIPMENT AND FACILITIES IN, AND MAKE SUCH ALTERATIONS TO, THE PREMISES AS MAY BE NECESSARY TO COMPLY. THE GRANTEE WILL NOT MAKE ANY UNLAWFUL USE OF THE PREMISES OR PERMIT ANY UNLAWFUL USE THEREOF; AND WILL NOT COMMIT, OR PERMIT ANYONE ELSE TO COMMIT, ANY ACT THAT IS A NUISANCE OR ANNOYANCE TO THE GRANTOR OR ADJACENT PROPERTY OWNERS OR TENANTS, OR WHICH MIGHT, IN THE EXCLUSIVE JUDGMENT OF THE GRANTOR, DAMAGE THE GRANTOR'S GOODWILL OR REPUTATION, OR TEND TO INJURE OR DEPRECIATE THE VALUE OF THE PREMISES AND/OR ANY IMPROVEMENTS LOCATED THEREON. THE OBLIGATIONS OF THE GRANTEE UNDER THIS SECTION SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

6.05 NOTICE

(a) The Grantee shall provide written notice to the Grantor of any change in the Grantee's name, address, corporate structure, legal status or any other information relevant to this Agreement. The Grantee shall provide to the Grantor any other information reasonably requested by the Grantor in writing within 30 days following such request.

(b) Any payments and required written notices under this Agreement shall be delivered by hand, facsimile, or United States Registered or Certified Mail, adequate postage prepaid, to the address(es) listed under the "Address(es) for Notification" section of **Attachment A**. A party may change its address by giving notice as provided above. No change of address shall be binding until notice of such change of address is given as required.

6.06 SEVERABILITY: IF ANY PROVISION CONTAINED IN THIS AGREEMENT IS HELD TO BE UNENFORCEABLE BY A COURT OF LAW OR EQUITY, THIS AGREEMENT SHALL BE CONSTRUED AS IF SUCH PROVISION DID NOT EXIST AND THE NON-ENFORCEABILITY OF SUCH PROVISION SHALL NOT BE HELD TO RENDER ANY OTHER PROVISION OR PROVISIONS OF THIS AGREEMENT UNENFORCEABLE.

6.07 ENTIRE AGREEMENT: THIS AGREEMENT AND ITS ATTACHMENTS CONSTITUTE THE ENTIRE AGREEMENT OF THE PARTIES AND SUCH ARE INTENDED AS A COMPLETE AND EXCLUSIVE STATEMENT OF THE PROMISES, REPRESENTATIONS, NEGOTIATIONS, DISCUSSIONS, AND OTHER AGREEMENTS THAT HAVE BEEN MADE IN CONNECTION WITH THE SUBJECT MATTER HEREOF. UNLESS AN ATTACHMENT TO THIS AGREEMENT SPECIFICALLY DISPLAYS A MUTUAL INTENT TO AMEND A PARTICULAR PART OF THIS AGREEMENT, GENERAL CONFLICTS IN LANGUAGE BETWEEN ANY SUCH ATTACHMENT AND THIS AGREEMENT SHALL BE CONSTRUED CONSISTENTLY WITH THE TERMS OF THIS AGREEMENT. UNLESS OTHERWISE EXPRESSLY AUTHORIZED BY THE TERMS OF THIS AGREEMENT, NO MODIFICATION, RENEWAL, EXTENSION, OR AMENDMENT TO THIS AGREEMENT SHALL BE BINDING UPON THE PARTIES UNLESS THE SAME IS IN WRITING AND SIGNED BY THE RESPECTIVE PARTIES HERETO.

6.08 TAXES: THE GRANTEE SHALL, AS FURTHER CONSIDERATION FOR THIS AGREEMENT, PAY AND DISCHARGE ALL "TAXES" (AS HERINAFTER DEFINED) PROPERLY ASSESSED IN ANY CALENDAR YEAR (OR PORTION THEREOF) DURING THE TERM OF THIS AGREEMENT. FOR THE PURPOSES OF THIS AGREEMENT, THE TERM "TAXES" MEANS ALL TAXES, ASSESSMENTS, IMPOSITIONS, LEVIES, CHARGES, EXCISES, FEES, LICENSES, AND OTHER SUMS (WHETHER NOW EXISTING OR HEREAFTER ARISING, WHETHER FORESEEN OR UNFORESEEN, AND WHETHER UNDER THE PRESENT SYSTEM OF TAXATION OR SOME OTHER SYSTEM), THAT DURING THE TERM OF THIS AGREEMENT MAY BE LEVIED, ASSESSED, CHARGED, OR IMPOSED BY ANY GOVERNMENTAL AUTHORITY OR OTHER TAXING AUTHORITY OR ACCRUE ON THE PREMISES AND ANY IMPROVEMENTS OR OTHER PROPERTY THEREON, WHETHER BELONGING TO THE GRANTOR OR THE GRANTEE, OR TO WHICH EITHER OF THEM MAY BECOME LIABLE IN RELATION THERETO. THE TERM "TAXES" SHALL ALSO INCLUDE ALL PENALTIES, INTEREST, AND OTHER CHARGES PAYABLE BY REASON OF ANY DELAY OR FAILURE OR REFUSAL OF THE GRANTEE TO MAKE TIMELY PAYMENTS AS REQUIRED PURSUANT TO THIS PROVISION. **THE GRANTEE AGREES TO AND SHALL INDEMNIFY AND HOLD THE GRANTOR HARMLESS FROM LIABILITY FOR ANY AND ALL**

TAXES, TOGETHER WITH ANY INTEREST, PENALTIES, OR OTHER SUMS IMPOSED, AND FROM ANY SALE OR OTHER PROCEEDING TO ENFORCE PAYMENT THEREOF.

6.09 ENCUMBRANCE OF INTEREST: THE GRANTEE MAY NOT MORTGAGE, HYPOTHECATE, ENCUMBER, OR GRANT ANY DEED OF TRUST OR SECURITY INTEREST THAT ENCUMBERS THE PREMISES. FURTHER, THE GRANTEE MAY NOT COLLATERALLY ASSIGN ANY RENT OR OTHER INCOME GENERATED FROM THE PREMISES. PRIOR TO EXPIRATION OR TERMINATION OF THIS AGREEMENT, THE GRANTEE WILL PROVIDE THE GRANTOR WITH DOCUMENTATION SUFFICIENT TO EVIDENCE THE GRANTOR'S OWNERSHIP OF THE IMPROVEMENTS NOT REQUIRED TO BE REMOVED PER ARTICLE II.

6.10 PROPER AUTHORITY: EACH PARTY HERETO REPRESENTS AND WARRANTS THAT THE PERSON EXECUTING THIS AGREEMENT ON ITS BEHALF HAS FULL POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT.

6.11 RELATIONSHIP OF THE PARTIES: NOTHING CONTAINED IN THIS CONTRACT SHALL BE DEEMED OR CONSTRUED TO CREATE A PARTNERSHIP OR JOINT VENTURE, TO CREATE RELATIONSHIPS OF AN EMPLOYER-EMPLOYEE OR PRINCIPAL-AGENT, OR TO OTHERWISE CREATE FOR THE GRANTOR ANY LIABILITY WHATSOEVER WITH RESPECT TO THE INDEBTEDNESS, LIABILITIES, AND OBLIGATIONS OF THE GRANTEE OR ANY OTHER PARTY.

6.12 GRANTEE'S WAIVER OF CERTAIN RIGHTS AND ASSERTIONS: THE GRANTEE WAIVES AND RELINQUISHES ALL RIGHTS THAT THE GRANTEE MIGHT HAVE TO CLAIM ANY NATURE OF LIEN AGAINST THE GRANTOR AND THE PREMISES, OR WITHHOLD OR DEDUCT FROM OR OFFSET AGAINST ANY CONSIDERATION OR OTHER SUMS PROVIDED HEREUNDER TO BE PAID TO THE GRANTOR BY THE GRANTEE. THE GRANTEE WAIVES AND RELINQUISHES ANY RIGHT, EITHER AS A CLAIM OR AS A DEFENSE, THAT THE GRANTOR IS BOUND TO PERFORM OR IS LIABLE FOR THE NONPERFORMANCE OF ANY IMPLIED COVENANT OR IMPLIED DUTY OF THE GRANTOR NOT EXPRESSLY SET FORTH IN THIS AGREEMENT.

IN TESTIMONY WHEREOF, witness my hand and the Seal of Office.

GRANTOR: THE STATE OF TEXAS

Signature: _____ Date: _____

DAWN BUCKINGHAM, M.D.
Commissioner, General Land Office
Chairwoman, School Land Board

APPROVED:

Contents: *DB* *DLR*

Legal: _____

Deputy Director: _____

Executive: _____

COASTAL LEASE: CL950002

GRANTEE:
Jefferson County



By: _____
(Signature)

Jeff Branick
(Printed Name)

Jefferson County Judge
(Title)

Date: 7/30/2024

ATTEST [Signature]
DATE 7/30/2024

ACKNOWLEDGMENT

STATE OF Texas §

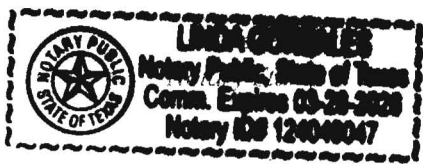
COUNTY OF Jefferson §

This instrument was acknowledged before me on the 30th day of July 2024,
by Jeff Branick for Jefferson County.

[Signature]
(Notary Signature)

Notary Public, State of Texas

My commission expires: 3-28-28



ATTACHMENT A: CONTROL PAGE
COASTAL LEASE CL950002

GRANTEE'S NAME

Jefferson County

PREMISES

A portion of State Tract Number 43, Sabine Lake, Jefferson County, Texas (the "Premises"). The Premises are further described and depicted on **Attachment B-1, B-2 and B-3** attached hereto and incorporated herein by reference.

USE(S) OF PREMISES

Authorized Use(s) of the Premises: A public project consisting of a 10' x 215' walkway, 14' x 16' concrete platform, 10' x 290' walkway, 24' x 26' concrete platform, 4' x 6' stairs, and three (3) 6' x 34' walkways comprising 6,534 square feet; a 1' x 60' breakwater comprising 60 square feet; two (2) 8' x 15' concrete boat ramps, 15' x 40' concrete boat ramp, and 14' x 40' concrete boat ramp comprising 1,400 square feet; two (2) 20' x 95' dredged areas encumbering 3,800 square feet; and 8' x 48' and 8' x 72' bands of riprap comprising 960 square feet, for a total project encumbrance of 12,754 square feet of coastal public land.

ADJACENT PROPERTY

A portion of State Tract 43, Sabine Lake, Jefferson County, as recorded in the real property records of Jefferson County, Texas.

SPECIAL CONDITIONS

1. Grantee is specifically prohibited from using or permitting the use of the Premises for any commercial or illegal purpose. Provided the Grantor does not unreasonably interfere with Grantee's use of the Premises, the Grantor may use or permit the use of the Premises for any purpose consistent with Grantee's use of the Premises.
2. Grantee shall notify the General Land Office, LaPorte Field Office in writing at least sixty (60) days prior to undertaking any maintenance dredging activities occurring during the term of this contract.
3. All maintenance dredging activities are to be confined within the limits of the authorized excavation areas.
4. Depth of the dredged area authorized herein shall not exceed 8 feet below High Water Mark (HWM). Over-dredging for advance maintenance is specifically prohibited.
5. Grantee must notify the General Land Office, in writing, at least thirty (30) days prior to modification, rebuilding, major repair, or removal of any structure authorized in this instrument.
6. All dredged material (spoil) authorized by this instrument shall be placed and contained in authorized disposal areas above the limits of mean high water, and Grantee waives any right to claim ownership of coastal land created by the deposition or run-off of the dredged material.

COST OF DAMAGE

One Thousand and No/100 Dollars (\$1,000) per event.

EFFECTIVE AND TERMINATION DATES

This Agreement is for a total period of ten (10) years, effective on April 1, 2020, and terminating on March 31, 2030.

PAYMENT(S) AND/OR FEE(S)

In consideration of the mutual covenants and conditions set forth herein and the public benefits to be derived therefrom, Grantor and Grantee acknowledge that no rental fees shall be assessed for the described use of the Premises while Grantee is not in default of the terms agreed upon herein.

ADDRESS(ES) FOR NOTIFICATION

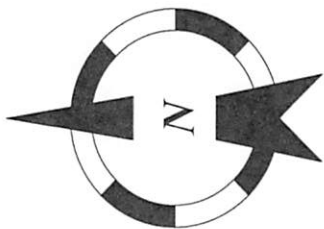
Grantor's Contact Information

Name: Texas General Land Office
Title: Director, Coastal Field Operations
Address: 1700 N. Congress Avenue
Address: Austin, Texas 78701-1495

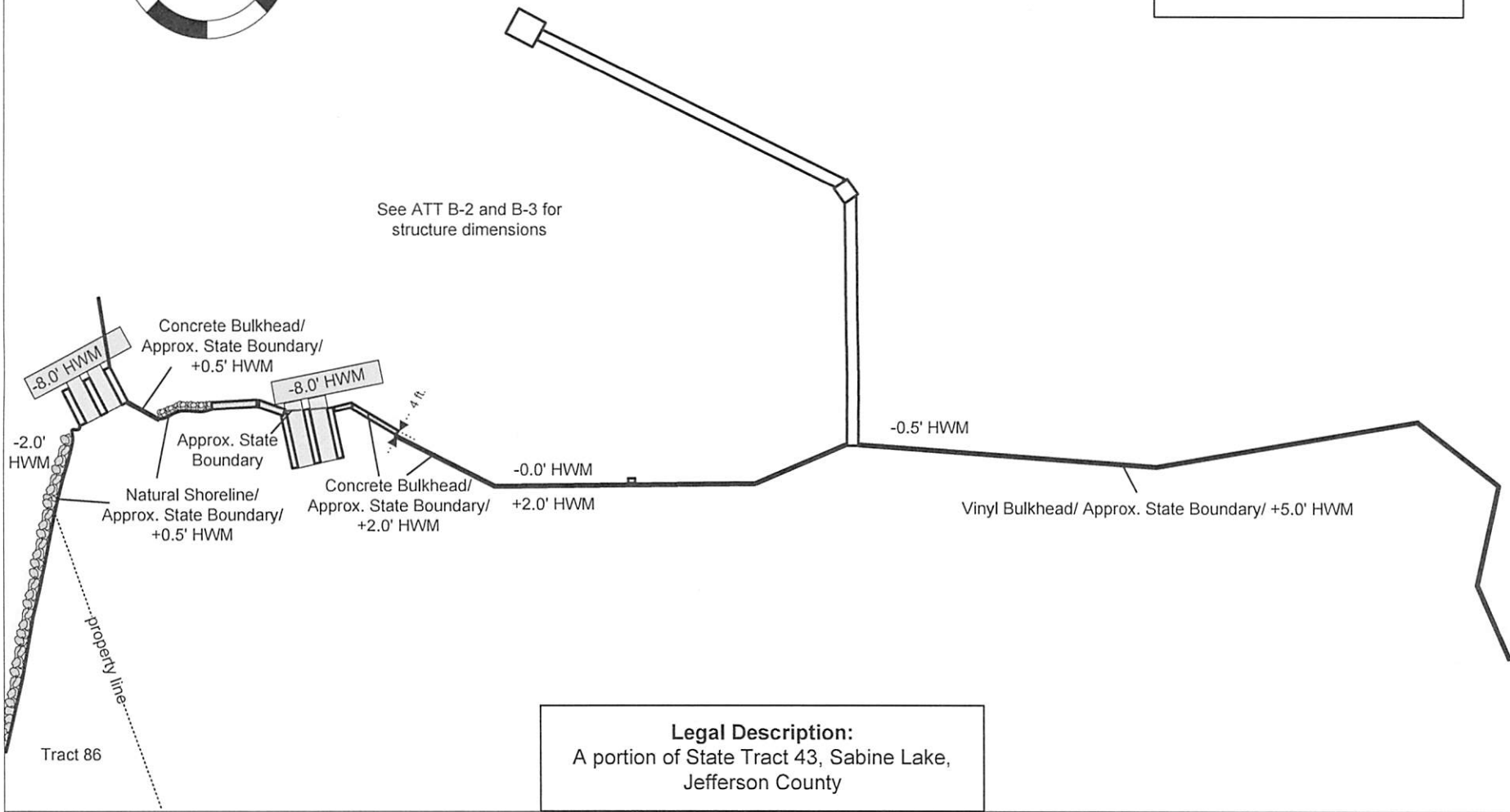
Grantee's Contact Information

Name: Jefferson County
Address: 1149 Pearl St.
Address: Beaumont, TX 77701-3638

ATTACHMENT B-1, B-2 AND B-3:



Sabine Lake
State Tract 43
Jefferson County



Title: CL950002 Jefferson County

Date Of Inspection: 04/25/24

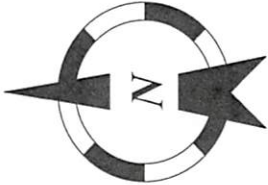
Company: Texas General Land Office

Prepared By: KNaz

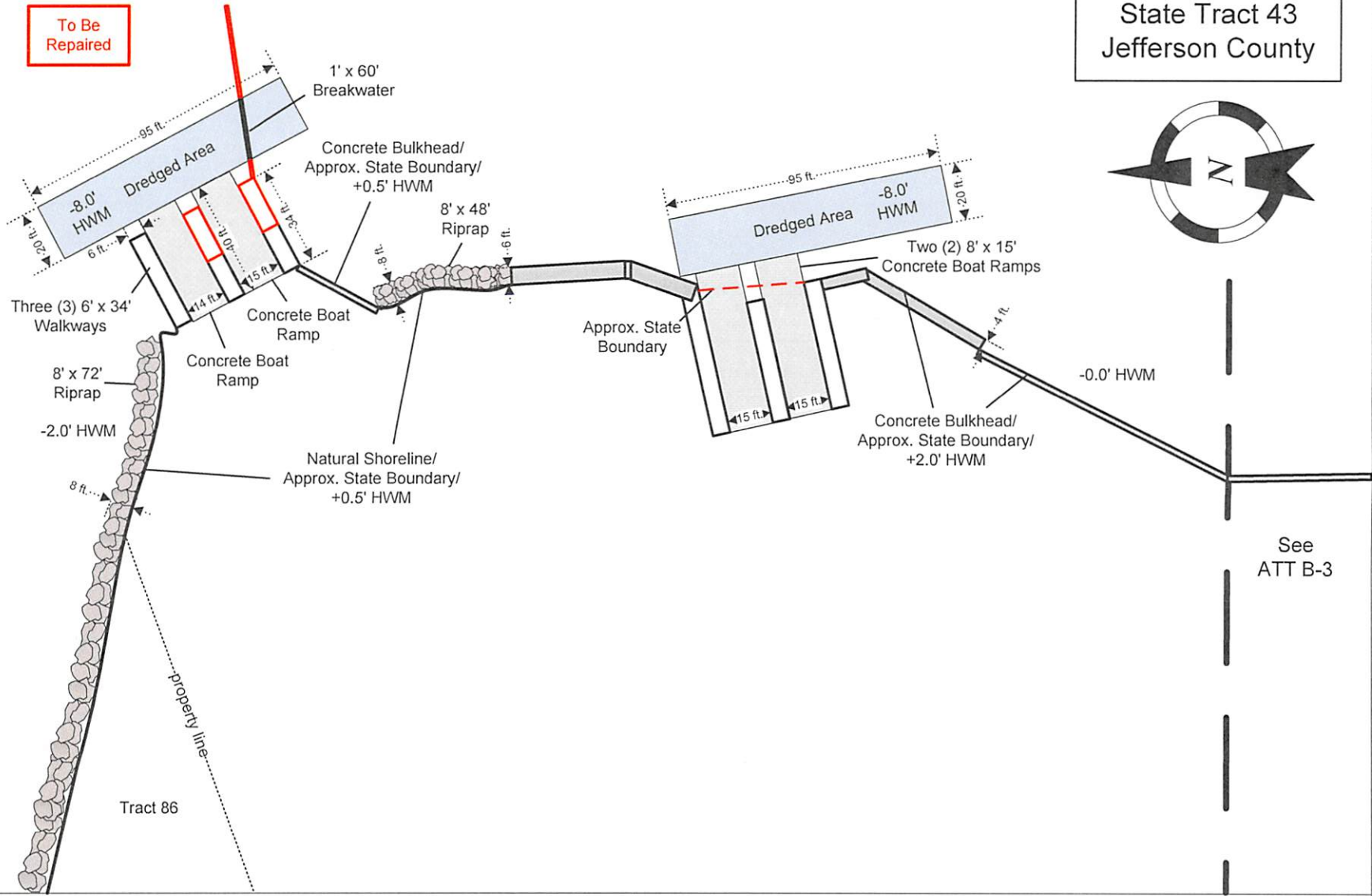
Scale: Not to Scale

Attachment B-1

Sabine Lake
 State Tract 43
 Jefferson County



To Be Repaired



See ATT B-3

Title: CL950002 Jefferson County

Date Of Inspection: 04/25/24

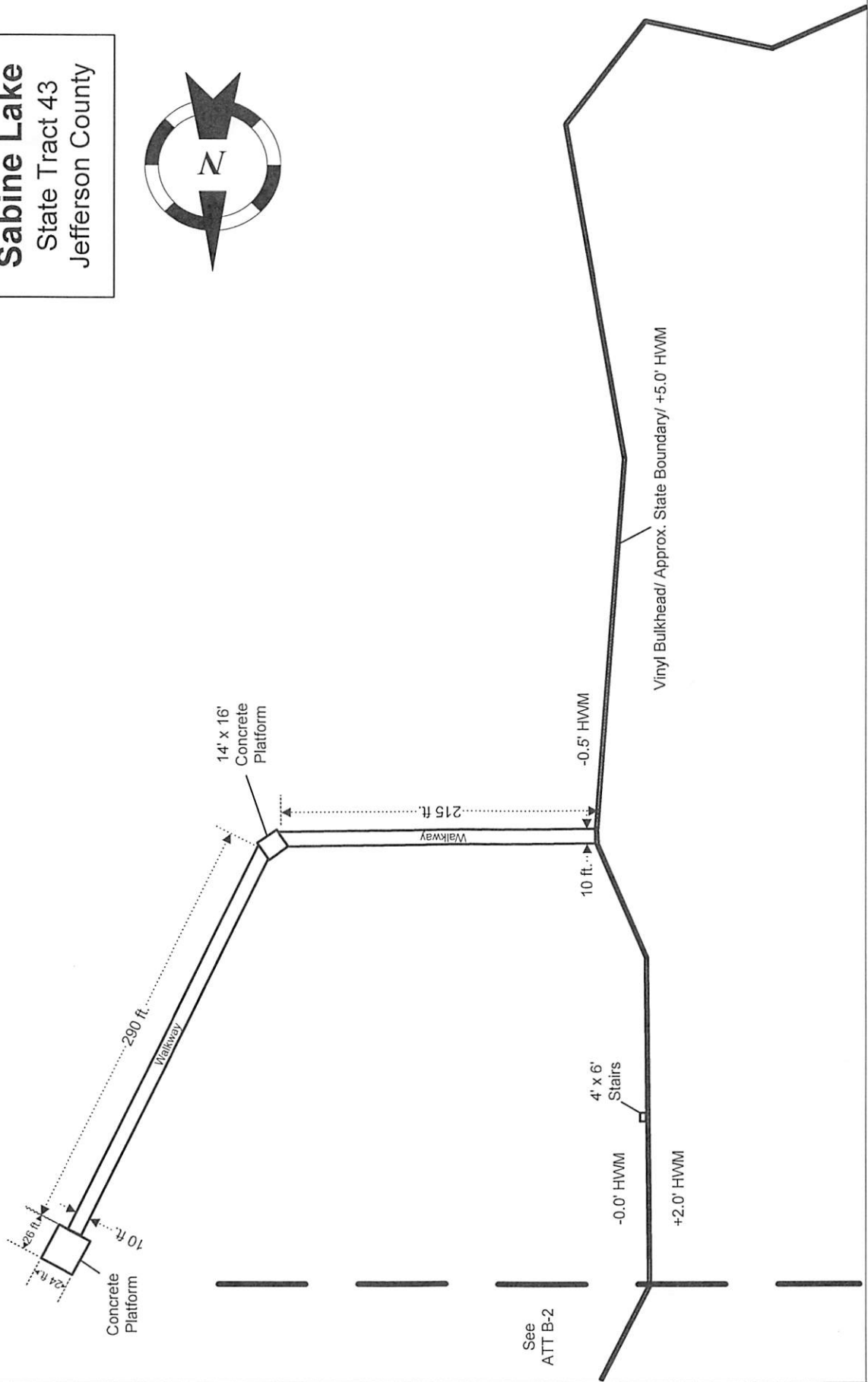
Company: Texas General Land Office

Prepared By: KNaz

Scale: Not to Scale

Attachment B-2

Sabine Lake
 State Tract 43
 Jefferson County



Title: CL950002 Jefferson County
 Date Of Inspection: 04/25/24
 Company: Texas General Land Office
 Prepared By: KNaz
 Attachment B-3
 Scale: Not to Scale

UTILITY AND COMMON CARRIER PIPELINE POLICY

GENERAL REQUIREMENTS

Who Must Apply

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

Application

The 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, 5th Floor, Beaumont, Texas 77701, for approval by Commissioners' Court prior to the start of construction.

Determination

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

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

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

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

Maintenance, Alteration or Removal

Advance notification in writing will be required for all maintenance, alteration or removal operations except in emergency 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

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

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

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

Whenever the relocation of public 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.

Responsibility for Repairs

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

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

SPECIFICATIONS

General

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

Line Crossing, Method of Placement (See Standard Detail)

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

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

A minimum cover of six (6) feet must be provided under road ditches.

Uncased, protected lines must have a minimum cover of eight (8) 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. (See Standard Detail)

Lines may be placed by an open cut of the road shoulder. When excavated material from the cut is piled along the cut, the 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.

Pole, Lines, Location

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

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

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

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

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

Inspection Notice

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

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

Bonds

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

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

Application Fee

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

ROUTE MAP

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

Permit No. _____
Precinct No. _____

NOTICE OF PROPOSED PLACEMENT OF
PUBLIC UTILITY LINE/Common Carrier Pipeline WITHIN
JEFFERSON COUNTY RIGHT-OF-WAY
(2003 REVISION)

Date: _____

HONORABLE COMMISSIONERS' COURT
JEFFERSON COUNTY
BEAUMONT, TEXAS 77701

Gentlemen:

_____, (Company) does hereby made application
to use lands belonging to Jefferson County, for the purpose of constructing, maintaining
or repairing a utility or common carrier pipeline for the distribution of
_____, location of which is fully described as
follows:

_____ pages of drawings attached.

Construction will begin on or after _____ 20____

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

Company _____

By _____

Title _____

Address _____

Telephone _____

Fax No. _____

FOR COMMON CARRIER PIPELINE COMPANY ONLY

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

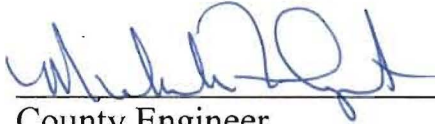
Enclosed, please find the required application fee:

_____ road crossing @ \$100.00 _____ \$ _____
_____ miles parallel @ \$150.00/mile or fraction _____ \$ _____
TOTAL _____ \$ _____

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

ENGINEERING ACTION FORM

The minimum standard bond required is \$ 15,000.00



County Engineer

07/30/24
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 \$ 15,000.00. Special conditions of construction (are/are not) attached hereto.

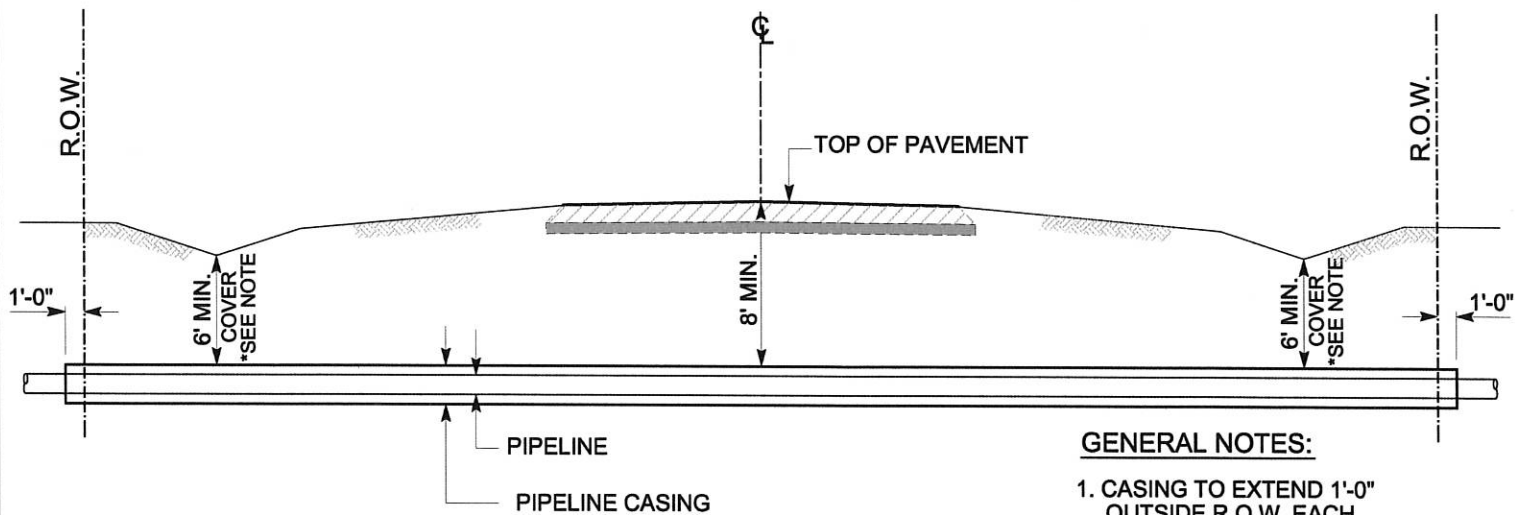
COMMISSIONERS COURT

By 

County Judge



ATTEST 
DATE 7/30/2024

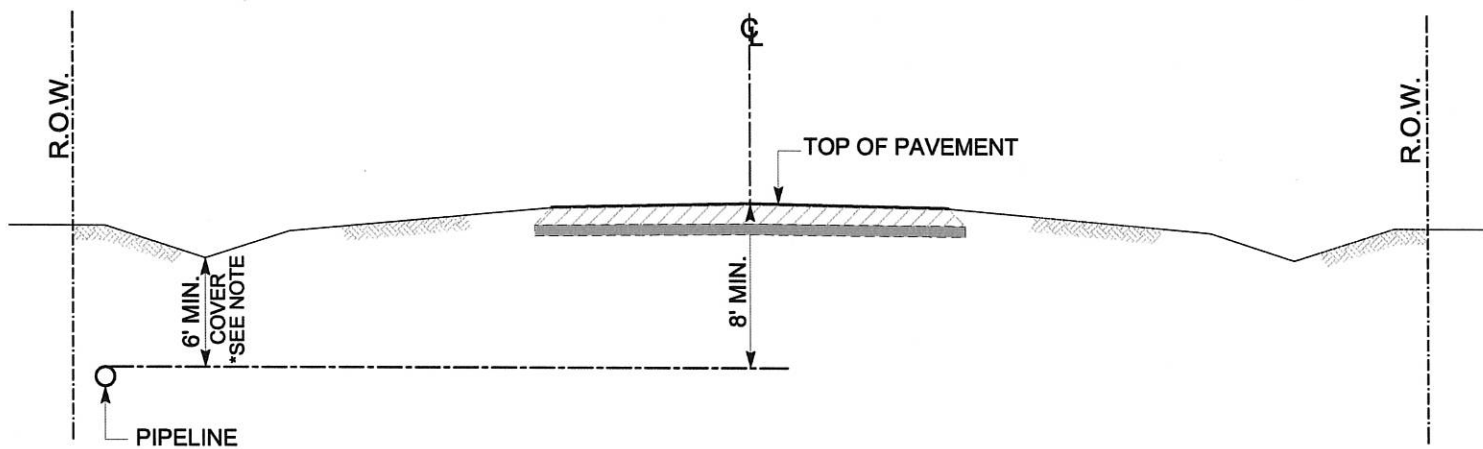


GENERAL NOTES:

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

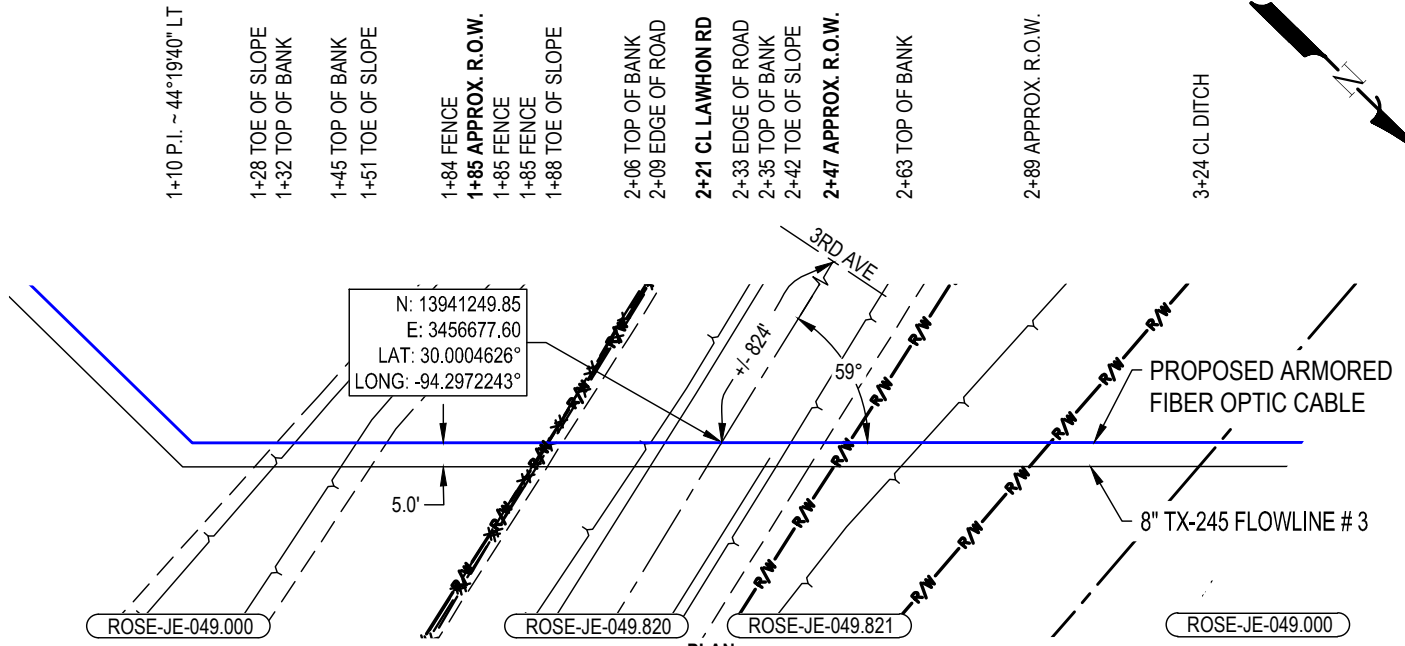


JEFFERSON COUNTY
ENGINEERING DEPARTMENT

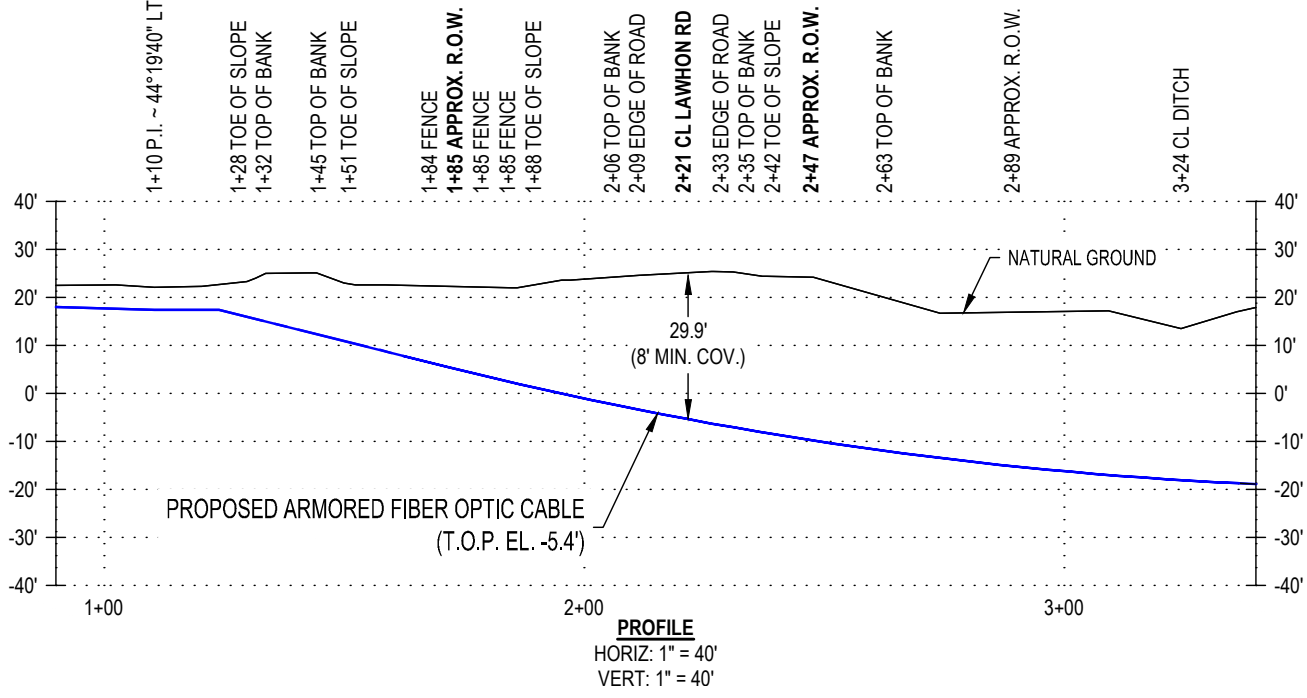
PIPELINE DETAILS (STD)

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

JEFFERSON COUNTY, TEXAS



PLAN
HORIZ: 1" = 40'



PROFILE
HORIZ: 1" = 40'
VERT: 1" = 40'

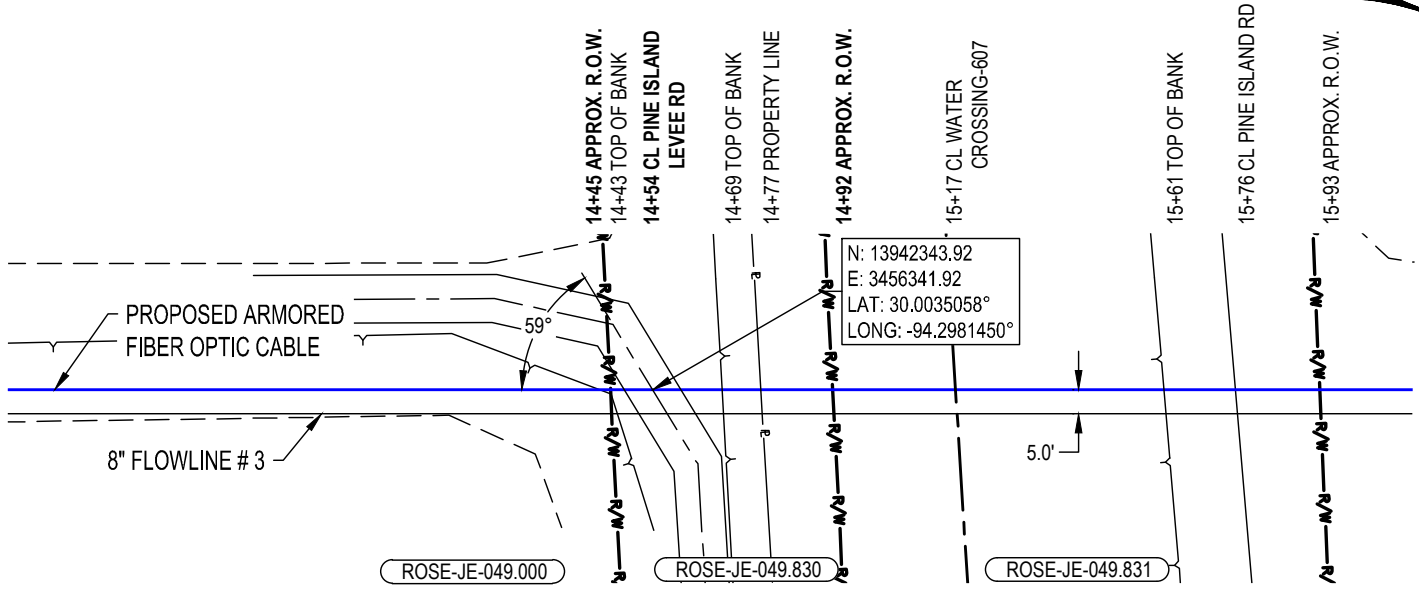
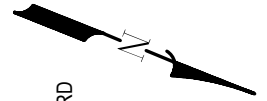
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CHECKED	AS	DATE	06/12/2024
APP'D	MAB	DATE	06/12/2024
SCALE	AS SHOWN	SHEET	1 OF 1
JOB NO.	25920		
0	06/19/2024	ISSUED FOR TENDER	

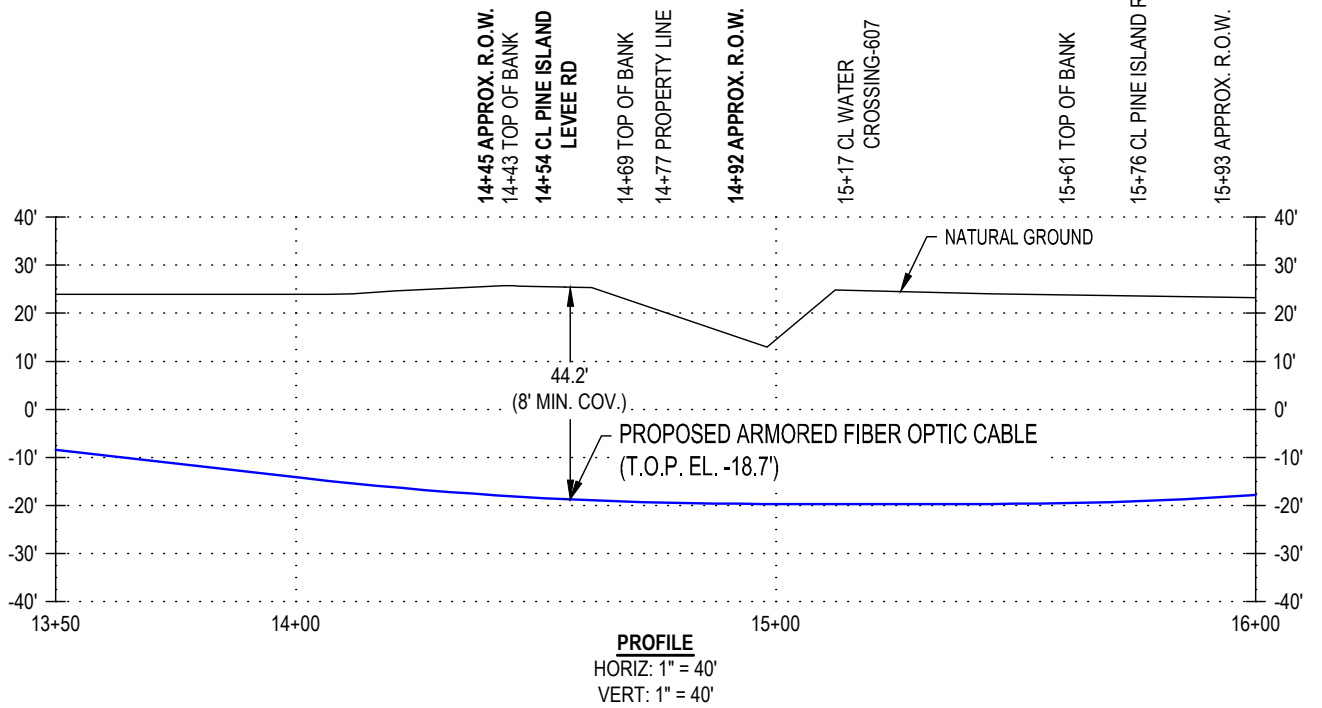
EXXONMOBIL ONSHORE PIPELINE PROJECTS
LOW CARBON LOGISTICS CCS TRANSPORT LLC.
PROPOSED ARMORED FIBER OPTIC CABLE
LAWHON ROAD (JEFFERSON COUNTY)
ROSE-JE-049.820

DRAWING NO.	USRO-TX245-UP-CG-DIA-0254	REV.	0
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JEFFERSON COUNTY, TEXAS



PLAN
HORIZ: 1"=40'



PROFILE
HORIZ: 1" = 40'
VERT: 1" = 40'

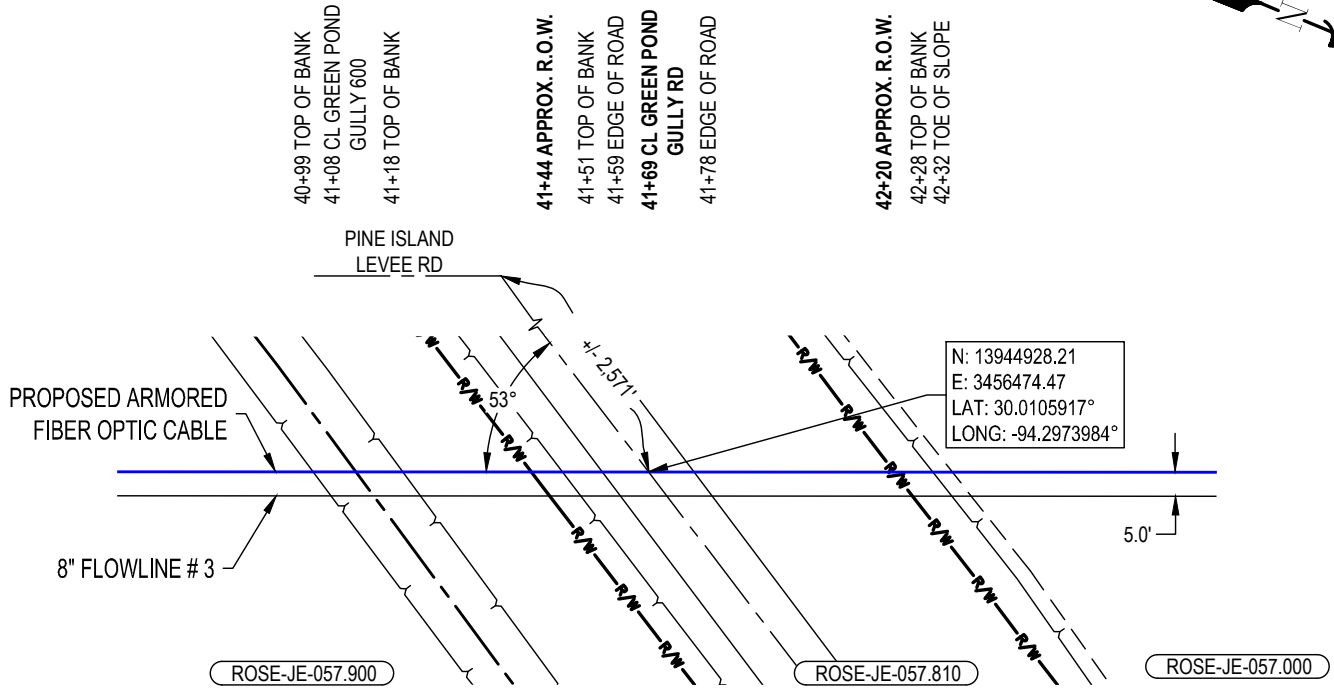
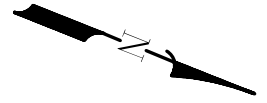
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DRAWN	LBR	DATE	06/12/2024
CHECKED	AS	DATE	06/12/2024
APP'D	MAB	DATE	06/12/2024
SCALE	AS SHOWN	SHEET	1 OF 1
JOB NO.	25920		
0	06/19/2024	ISSUED FOR TENDER	



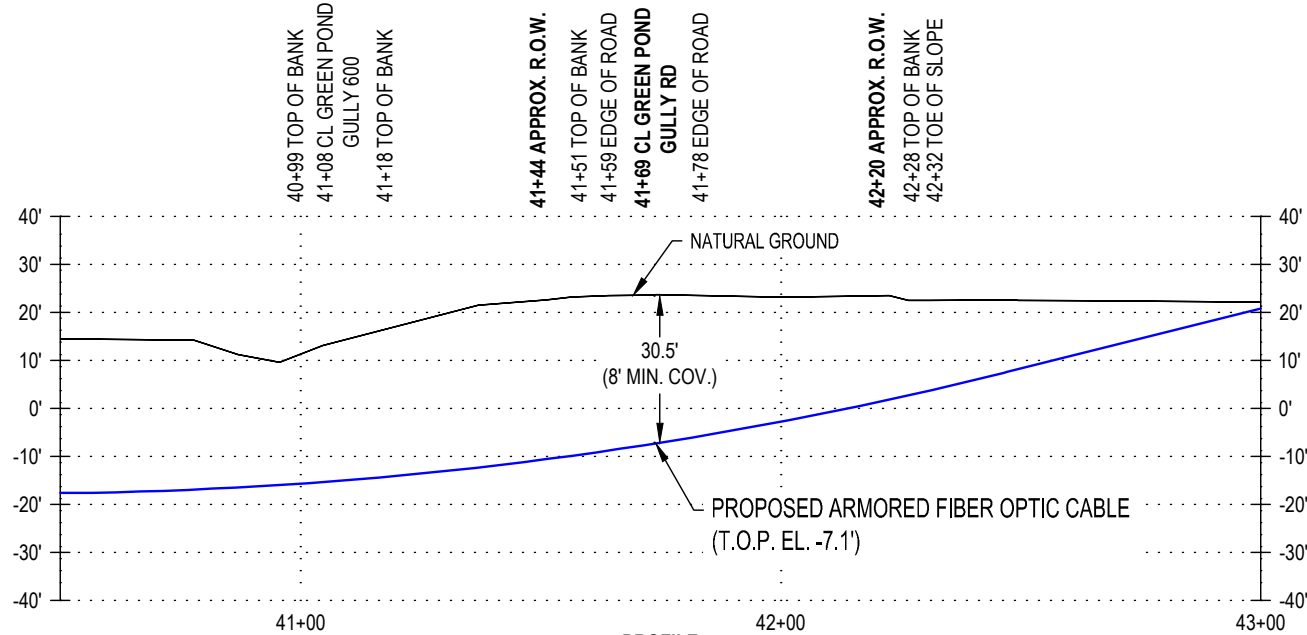
EXXONMOBIL ONSHORE PIPELINE PROJECTS	
LOW CARBON LOGISTICS CCS TRANSPORT LLC.	
PROPOSED ARMORED FIBER OPTIC CABLE	
PINE ISLAND LEVEE RD (JEFFERSON COUNTY)	
ROSE-JE-049.830	
DRAWING NO.	USRO-TX245-UP-CG-DIA-0256
REV.	0

JEFFERSON COUNTY, TEXAS



PLAN

HORIZ: 1"=40'



PROFILE

HORIZ: 1" = 40'
VERT: 1" = 40'

FILE INFO:\HOU\F5\HOU_PROJECTS\25920\26844\400_PMT1415_RGLTRY_PMT1PMW-PRMT_DWG\PIPLUSRO-TX245-UP-CG-DIA-0259.DWG- LAST SAVED BY: LEO.ROJALES ON 2024.06.19

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CHECKED	AS	DATE	06/12/2024
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SCALE	AS SHOWN	SHEET	1 OF 1
JOB NO.	25920		
0	06/19/2024	ISSUED FOR TENDER	

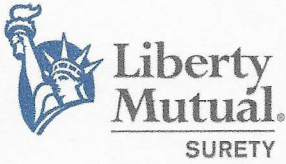



EXXONMOBIL ONSHORE PIPELINE PROJECTS

LOW CARBON LOGISTICS CCS TRANSPORT LLC.
PROPOSED ARMORED FIBER OPTIC CABLE
GREEN POND GULLY ROAD (JEFFERSON COUNTY)

ROSE-JE-057.810

DRAWING NO.	USRO-TX245-UP-CG-DIA-0259	REV.	0
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PERFORMANCE BOND
(Annual Form)

Bond No. 019092803

KNOW ALL MEN BY THESE PRESENTS, that we, LOW CARBON LOGISTICS CCS TRANSPORT LLC
as Principal, and LIBERTY MUTUAL INSURANCE COMPANY, Incorporated in the State of Massachusetts, and
licensed to do business in the State of Texas, as Surety, are held and firmly bound unto
JEFFERSON COUNTY, TEXAS (Obligee), in the penal sum of _____
Fifteen Thousand and No/100
Dollars (\$15,000.00), lawful money of the United States of America, for the payment of which sum, well and
truly to be made, the Principal and Surety do bind themselves, their heirs, executors, administrators, and successors and
assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above bounden Principal has entered into a
certain written Contract with the above named Obligee, effective the _____ day of _____,
and terminating the _____ day of _____, for TX-245 Rose - Construction of Fiber
Lines Across Three (3) Jefferson County Roads, near Beaumont, Jefferson County, Texas
and more fully described in said Contract, a copy of which is attached, which Agreement is made a part hereof and
incorporated herein by reference, except that nothing said therein shall alter, enlarge, expand or otherwise modify the term of
the bond as set out below.

NOW THEREFORE, if Principal, its executors, administrators, successors and assigns shall promptly and faithfully perform
the Contract, according to the terms, stipulations or conditions thereof, then this obligation shall become null and void,
otherwise to remain in full force and effect. This bond is executed by the Surety and accepted by the Obligee subject to the
following express condition:

Notwithstanding the provisions of the Contract, the term of this bond shall apply from July 18, 2024
until July 18, 2025, and may be extended by the Surety by Continuation Certificate. However, neither nonrenewal,
by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event of nonrenewal, shall itself
constitute a loss to the Obligee recoverable under this bond or any renewal or continuation thereof. The liability of the Surety
under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event
exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as
supplements thereto.

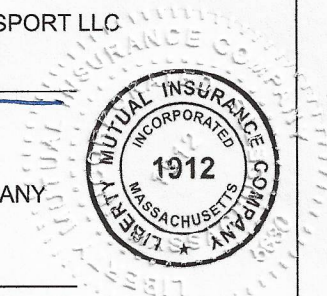
Sealed with our seals and dated this 18th day of July, 2024.

[Signature]
Witness

LOW CARBON LOGISTICS CCS TRANSPORT LLC
[Signature]
Principal

Cindy Walsh
Witness, Cindy Walsh

LIBERTY MUTUAL INSURANCE COMPANY
[Signature]
Attorney-in-Fact, Melissa J. Hinde



Agreed and acknowledged this _____ day of _____, _____.

By: _____
Obligee



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: 8209978-019008

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, Christine M. Hrusovsky; David A. Johnson; David C. Rosenberg; Denise M. Bruno; Elizabeth B. Pendleton; Elizabeth P. Cervini; Harry C. Rosenberg; James M. DiSciullo; John E. Rosenberg; Jonathan F. Black; Julia R. Burnet; Matthew J. Rosenberg; Melissa J. Hinde; Stephanie S. Helmig

all of the city of Wayne state of PA 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 19th day of April, 2023.



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

By: [Signature of David M. Carey]

David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 19th day of April, 2023 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 Plymouth Meeting, 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: [Signature of 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, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the 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 18th day of July, 2024.



By: [Signature of 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.



LIBERTY MUTUAL INSURANCE COMPANY
FINANCIAL STATEMENT – DECEMBER 31, 2023

Assets	Liabilities
Cash and Bank Deposits..... \$1,850,245,073.00	Unearned Premiums..... \$10,298,963,305.00
*Bonds – U.S Government..... \$3,859,565,383.00	Reserve for Claims and Claims Expense..... \$28,848,537,243.00
*Other Bonds..... \$21,048,805,773.00	Funds Held Under Reinsurance Treaties..... \$360,714,151.00
*Stocks..... \$19,937,271,802.00	Reserve for Dividends to Policyholders..... \$1,310,198.00
Real Estate..... \$122,228,711.00	Additional Statutory Reserve..... \$296,126,000.00
Agents' Balances or Uncollected Premiums... \$8,208,660,427.00	Reserve for Commissions, Taxes and Other Liabilities..... \$7,622,413,466.63
Accrued Interest and Rents..... \$186,906,667.00	Total..... \$47,428,064,363.63
Other Admitted Assets..... \$15,677,869,683.63	Special Surplus Funds..... \$209,508,757.00
Total Admitted Assets..... \$70,891,553,519.63	Capital Stock..... \$10,000,075.00
	Paid in Surplus..... \$13,834,867,488.00
	Unassigned Surplus..... \$9,409,112,836.00
	Surplus to Policyholders..... \$23,463,489,156.00
	Total Liabilities and Surplus..... \$70,891,553,519.63

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2023, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March, 2024.



Timothy A. Mikolajewski

Timothy A. Mikolajewski, Assistant Secretary

THIS CHECK IS VOID IF BLUE COLORED BACKGROUND IS ABSENT

PAYABLE THROUGH CITIBANK, ONE PENN'S WAY, NEW CASTLE, DE 19720

62-20/311

ExxonMobil
Pipeline Company LLC 22777 SPRINGWOODS VILLAGE PKWY
SPRING, TEXAS 77389-1425

FILE # **ROSE-JE** **R.O.W. NO** **002806**
049, 820, 049.830, 057.810

PAYEE'S TAX ID OR SS NUMBER **74-6000291** DATE **July 15, 2024**

PAY TO **Jefferson County Texas, 1149 Pearl Street 7th Floor, Beaumont, TX 77701** \$ **300.00**

Three Hundred & 10/100
FOR **409-835-8584**
Full compensation for permit fee for fiber optic lines crossing county roads in
Jefferson County Texas

VOID AFTER 90 DAYS

DOLLARS

G/L ACCT OR A/R CUST #	AMOUNT	TX CD	COST CENTER	WBS ELEMENT	NEW CO CODE
4420 7000	\$300.00			8013 9148 0610	5521

⑈002806⑈ ⑆0311002091⑆ 38737761⑈

David W. Sinclair
David W. Sinclair

SIGNATURE

TEMPORARY WORKSPACE AGREEMENT

This Temporary Workspace Agreement ("Agreement") entered into by and between the County of Jefferson, whose address is 1149 Pearl Street, Beaumont, Texas 77701, hereinafter referred to as "Grantor", whether one or more, and Entergy Texas, Inc., whose address is 350 Pine Street, Beaumont, Texas 77701, hereinafter referred to as "Grantee", for and in consideration of One Dollar, in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant unto Grantee, its successors, assigns or sub-contractors a temporary right to use of the following described property to assemble a temporary workspace approximately 60' x 60' in preparation to bore under the existing TxDOT Right-of-Way, for the installation of underground facilities:

(See Exhibit A attached hereto and made a part hereof) (hereinafter the "Temporary Workspace Area")

This Agreement shall be effective August 1, 2024, through October 1, 2024.

Grantee, its invitees, tenants, permittees, agents, employees and any and all others having Grantee's consent, shall have the right to use the Temporary Workspace Area for any and all purposes connected with the premises being used by Grantee as a construction lay down site. Permitted uses include but are not limited to storing, erecting, or the "lay-down" of line equipment and fixtures, including poles, wire, crossarms, insulators, conduit, hardware, switches, anchors and other equipment or appurtenances useful or desired in connection with Grantee's construction or maintenance activities during the term of this Agreement.

Grantee will install a 6' chain link security fence and a locking gate surrounding the Temporary Workspace Area.

Any improvement made to the Temporary Workspace Area by Grantee shall, at the termination of the Agreement, become and remain the property of Grantor, without cost to Grantor.

Grantor covenants with Grantee that it has good title and the right to enter this Agreement for the Temporary Workspace Area for the purposes herein stated, and warrants and agrees to defend the title thereto.

Grantor acknowledges that, irrespective of the rights granted herein to access the Temporary Workspace Area, Grantee's right of ingress and egress to the right of way area for which this Temporary Workspace Area is associated.

Grantee agrees to promptly repair any damages to the Temporary Workspace Area caused by Grantee and to restore such to as near to its condition prior to such damage as is practicable, reasonable wear and tear excepted. Grantee further agrees to hold Grantor harmless for any damages to equipment or any injury that might occur to any person authorized by Grantee, except to the extent caused by or attributable to the negligence or other fault of Grantor, its agents, employees, contractors or others for whom Grantor is responsible.

Grantee has the intention to access the Temporary Workspace Area from the TxDOT Right-of-Way. This agreement does not authorize access to the TxDOT Right-of-Way.

This Agreement entered into on this _____ day of _____, 2024.

GRANTOR: County of Jefferson

GRANTEE: Entergy Texas, Inc.

Signature

Signature

Jeff Branick
Printed Name

Printed Name

County Judge
Title

Title

ATTEST _____

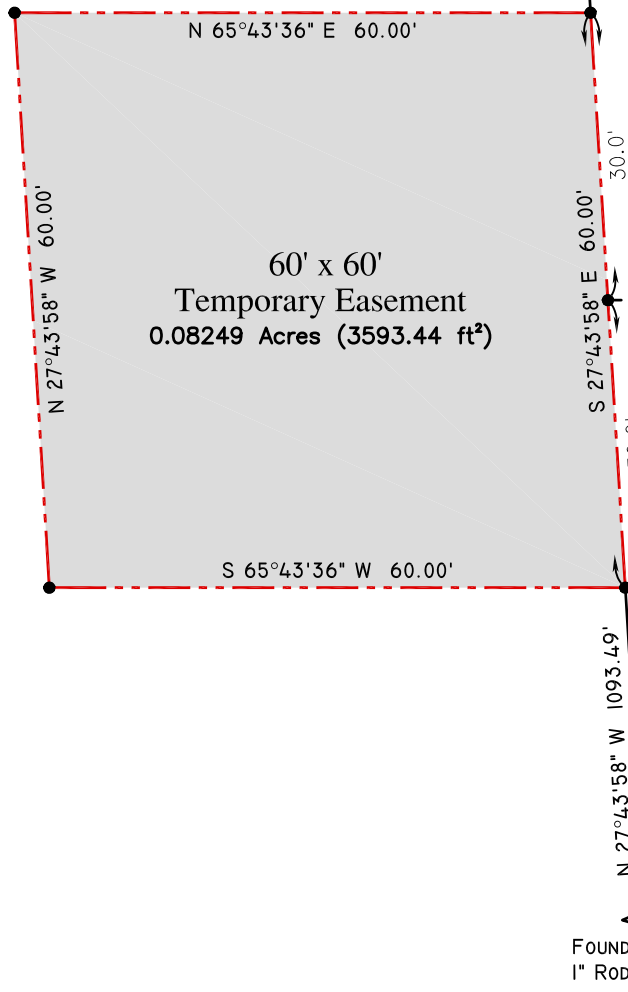
DATE 7/30/2024



Plat Showing
A Temporary Easement
across Jefferson County's tract of land
described in CF No. 102-98-2065 of the
Official Public Records of Jefferson County, TX,
lying in the
Pelham Humphries Survey, Abstract 32
Jefferson County, Texas



JEFFERSON COUNTY
REMAINDER OF TRACT II-A
(45.46 Ac.)
102-98-2065, RPRJCT



U.S. Hwy No.
69, 96, 287
(R.O.W. VARIES)

SURVEYOR'S NOTES:

- (1) THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND NOT ALL EASEMENTS, WHETHER OF RECORD OR NOT, WERE RESEARCHED AT THE TIME OF THIS SURVEY. NO IMPROVEMENTS OR UTILITIES, IF ANY, ARE SHOWN.
- (2) ALL BEARINGS, DISTANCES, AND AREAS ARE GRID, BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), SOUTH CENTRAL ZONE.
- (3) ● = POINT FOR CORNER.
- (4) ACCESS TO THE TEMPORARY EASEMENT SHOWN HEREON WILL BE FROM TxDOT RIGHT-OF-WAY.



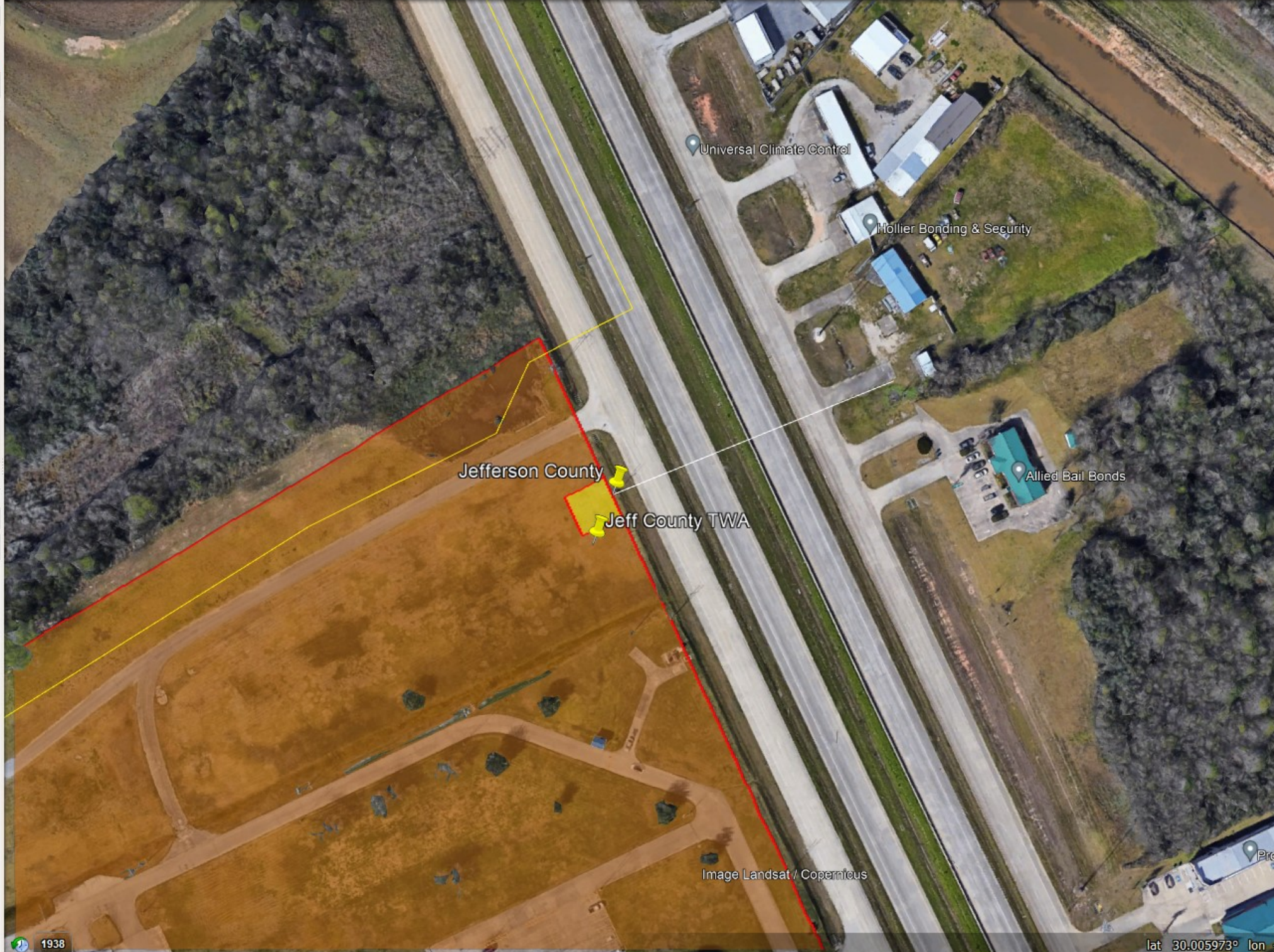
Commercial - Industrial - Residential
11025 Old Voth Road - Beaumont, Texas 77713
Telephone (409) 838-6322 Facsimile 838-6122
WWW.ACCESS-SURVEYORS.COM \$ RPLS5163@AOL.COM





Search

History



Jefferson County

Jeff County TWA

Universal Climate Control

Holler Bonding & Security

Allied Bail Bonds

Image Landsat / Copernicus

1938

lat 30.005973° lon



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 _____, 2024, on motion made by _____, Commissioner of Precinct No. _____, and seconded by _____, Commissioner of Precinct No. _____, the following RESOLUTION was adopted:

WHEREAS, Marian Burt, has devoted 10 years and 11 months of her life serving the people of Jefferson County with pride and professionalism; and

WHEREAS, Marian Burt, has dedicated her talents and valuable services as Office Specialist for the Environmental Control department; and

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

WHEREAS, having made a significant contribution to the Jefferson County Environmental Control Department Marian, 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 **Marian Burt** for her dedicated service as an employee of Jefferson County and wishes her well in her retirement.

SIGNED this ____ day of _____, 2024.

JEFF R. BRANICK
County Judge

EDDIE ARNOLD
Commissioner, Precinct No. 1

MICHEAL S. SINEGAL
Commissioner, Precinct No. 3

CARY ERICKSON
Commissioner, Precinct No. 2

EVERETTE D. ALFRED
Commissioner, 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 30 day of July, 2024, on motion made by Everette Bo Alfred, Commissioner of Precinct No. 4, and seconded by Eddie Arnold, Commissioner of Precinct No. 1, the following RESOLUTION was adopted:

WHEREAS, Marian Burt, has devoted 10 years and 11 months of her life serving the people of Jefferson County with pride and professionalism; and

WHEREAS, Marian Burt, has dedicated her talents and valuable services as Office Specialist for the Environmental Control department; and

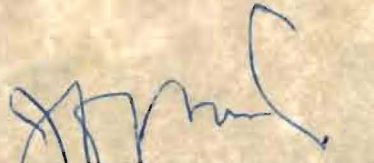
WHEREAS, Marian Burt, known for her high standards of professionalism and personal integrity, Marian won the respect of her colleagues, elected officials and other county employees; and

WHEREAS, having made a significant contribution to the Jefferson County Environmental Control Department Marian, 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 **Marian Burt** for her dedicated service as an employee of Jefferson County and wishes her well in her retirement.

SIGNED this 30th day of July, 2024.






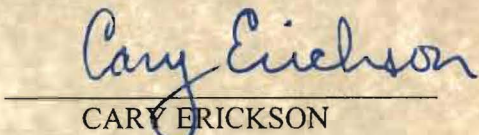
 JEFF R. BRANICK
 County Judge



 EDDIE ARNOLD
 Commissioner, Precinct No. 1



 MICHEAL S. SINEGAL
 Commissioner, Precinct No. 3



 CARY ERICKSON
 Commissioner, Precinct No. 2



 EVERETTE D. ALFRED
 Commissioner, Precinct No. 4



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 30 day of July, 2024, on motion made by Everette Bo Alfred, Commissioner of Precinct No. 4, and seconded by Michael S. Sinegal, Commissioner of Precinct No. 3, the following Proclamation was adopted:

PIONEERING WOMEN

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

WHEREAS, the Pioneering Women celebrate the ratification of the 19th Amendment to the U.S. Constitution, which guarantees women the right to vote. Achieving this milestone required a lengthy and difficult struggle, and the victory took decades of agitation and protest; and

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

WHEREAS, the "Voices from The Universe" Honoree Luncheon will celebrate seven (7) extraordinary women for their dedication and contributions to their professions and our communities including: Michele Malonson, Janci Kimball, Judy Bettis, Gigi Mazzola, Fabiana Baum, Tania Castelan and Maegan Collins during a Luncheon to be held at 11:30 a.m. on Aug. 1, 2024, at the Holiday Inn Plaza at Walden Road in Beaumont; and

WHEREAS, Pioneering Women financially supports many nonprofit organizations in the community, provides textbooks to students of higher learning, pays for GED testing for second-chance students seeking high school equivalency and supports Women in Crisis and senior homebound patients;

THEREFORE, NOW BE IT RESOLVED by the Commissioners Court of Jefferson County, Texas, that in honor and recognition of the 2024 Pioneering Women Honorees, do hereby declare Aug. 1, 2024, as Pioneering Women "Voices from The Universe" Day.

Signed this 30th day of July, 2024.

JUDGE JEFF R. BRANICK
County Judge

Signature of Eddie Arnold
COMMISSIONER EDDIE ARNOLD
Precinct No. 1

Signature of Michael S. Sinegal
COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

Signature of Cary Erickson
COMMISSIONER CARY ERICKSON
Precinct No. 2

Signature of Everette D. Alfred
COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4