## Special, 10/29/2024 10:30:00 AM

BE IT REMEMBERED that on October 29, 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

Honorable Roxanne Acosta-Hellberg, County Clerk

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

-

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 October 29, 2024

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **29th** day of **October 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:

8:30 a.m. – Workshop to receive information regarding use of Texas A&M Forest Service Community Wildfire Defense Grant (CWDG) team. Service regarding our grant progress and packet for the TX CDBG grant.

9:15 a.m. – Workshop to discuss Doggett Ford Park, Mardi Gras, and other Events.

9:45 a.m. – Workshop to discuss damages and repairs to Annex Building parking lot.

10:05 a.m. - Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.0725 to deliberate business and financial issues relating to contracts being negotiated, that deliberation in

Notice of Meeting and Agenda October 29, 2024

open meeting, would have a detrimental effect on the position of the Commissioners Court in negotiations with a third person.

11:00 a.m. – Workshop to hear a presentation from LaSalle Corrections pertaining to the Downtown Jail.

11:30 a.m. – Workshop to receive information and consider projects to submit for the Disaster Recovery Reallocation Program (DRRP).

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 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 24-065/MR) Jefferson County Doggett Park Midway Rehabilitation.

SEE ATTACHMENTS ON PAGES 14 - 136

Motion by: Erickson Second by: Alfred

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

**Action: APPROVED** 

(b).Execute, receive and file contract for Invitation for Bid (IFB 24-058/MR) Jefferson County 2024 Concrete Road Repair Project with SETEX Construction Corporation in the amount of \$175,100.00. Funded by 2020 County Transportation Infrastructure Fund Grant.

SEE ATTACHMENTS ON PAGES 137 - 349

Motion by: Erickson Second by: Alfred

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

**Action: APPROVED** 

(c). Consider and approve renewal for (IFB 23-048/MR), Term Contract for Road Building Materials for Jefferson County for a first (1) one-year renewal with Modern Concrete & Materials, LLC, Texas Materials, a CRH company, Waller County Asphalt, Inc., Vulcan Construction Materials, LLC, and Martin Marietta Materials, LLC, from November 13, 2024 to November 12, 2025.

NO ATTACHMENTS

Motion by: Erickson Second by: Alfred

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

**Action: APPROVED** 

(d). Consider and approve, execute, receive and file an Agreement (Agreement 24-066/DC) with Spectrum and Jefferson County for Public Circuit Installation located at 820 Neches Street, Beaumont, TX 77701; for a total monthly cost of \$84.98 and a one-time change equipment replacement installation fee of \$99.00.

SEE ATTACHMENTS ON PAGES 350 - 353

## Notice of Meeting and Agenda October 29, 2024

Motion by: Erickson Second by: Alfred

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

**Action: APPROVED** 

## **COUNTY AUDITOR:**

(a).Consider and approve FY 2025 budget amendment – District Clerk – additional cost for office relocation.

## SEE ATTACHMENTS ON PAGES 354 - 360

120-2031-414-6022	FURNITURE & FIXTURES	\$12,500.00	
120-9999-415-9999	CONTINGENCY APPROPRIATION		\$12,500.00

Motion by: Alfred Second by: Sinegal

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

**Action: APPROVED** 

(b).Consider and approve FY 2025 budget amendment – Road & Bridge Pct. 1 – additional cost for Fuel Island and authorize expenditures in accordance with order pursuant to section 130.908 of the Texas Local Government Code.

## SEE ATTACHMENTS ON PAGES 361 - 374

111-0108-431-6014	BUILDINGS AND STRUCTURES	\$5,854.00	
111-0102-431-1028	LABORERS		\$5,854.00

Motion by: Alfred Second by: Sinegal

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

**Action: APPROVED** 

(c). Consider and approve wire transfer for \$138,321.12 for home buyout purchase through Texas GLO CDBG – Hurricane Harvey Home Buyout Grant for the 570 Bass Road property.

## SEE ATTACHMENTS ON PAGES 375 - 376

Motion by: Alfred Second by: Sinegal

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

**Action: APPROVED** 

(d). Consider and authorize County Judge to execute sales contract for the purchase of the property located at 10015 Jason Court, Beaumont, TX 77705, as part of Jefferson County's Home Buyout program with Hurricane Harvey grant funds through the Texas General Land Office contract 20-066-036-C242. Consider and authorize the County or the County Auditor to execute all other necessary documents for the closing of this property.

SEE ATTACHMENTS ON PAGES 377 - 389

Motion by: Alfred Second by: Sinegal

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

**Action: APPROVED** 

(e).Receive and file Financial & Operating Statements – County Funds Only for the Month Ending September 30, 2024 (Unadjusted).

SEE ATTACHMENTS ON PAGES 390 - 406

Motion by: Alfred Second by: Sinegal

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

**Action: APPROVED** 

(f).Regular County Bills -check #522515 through check #522738.

SEE ATTACHMENTS ON PAGES 407 - 415

Motion by: Alfred Second by: Sinegal

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

**Action: APPROVED** 

(g). Consider and approve FY 2024 budget transfers for payroll accruals.

SEE ATTACHMENTS ON PAGES 416 - 416

## Notice of Meeting and Agenda October 29, 2024

110-2027-412-1002	ASSISTANTS & CLERKS	\$256.00	
110-2027-412-1007	COURT REPORTER	\$402.00	
110-2027-412-3078	OFFICE SUPPLIES		\$658.00
120-2034-412-1002	ASSISTANTS & CLERKS	\$256.00	
120-2034-412-1007	COURT REPORTER	\$402.00	
120-2034-412-1042	BAILIFF	\$201.00	
120-2034-412-2003	EMPLOYEES' INSURANCE		\$859.00
120-2035-412-1002	ASSISTANTS & CLERKS	\$256.00	
120-2035-412-1007	COURT REPORTER	\$402.00	
120-2035-412-2003	EMPLOYEES' INSURANCE		\$859.00
120-2036-412-1001	DEPARTMENT HEAD	\$70.00	
120-2036-412-1002	ASSISTANTS & CLERKS	\$256.00	
120-2036-412-1007	COURT REPORTER	\$402.00	
120-2036-412-1042	BAILIFF	\$201.00	
120-2036-412-2002	EMPLOYEES' RETIREMENT	\$201.00	
120-2036-412-3084	MINOR EQUIPMENT		\$245.00
120-2036-412-5077	CONTRACTUAL SERVICE		\$885.00
120-3062-423-2001	F.I.C.A. EXPENSE	\$5,891.00	
120-3062-423-2001	F.I.C.A. EXPENSE		\$5,891.00
120-8095-417-3037	GASOLINE	\$15,000.00	
120-3059-421-2001	F.I.C.A. EXPENSE		\$150,000.00
120-2035-412-1042	BAILIFF	\$201.00	

## Notice of Meeting and Agenda October 29, 2024

Motion by: Alfred Second by: Sinegal

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

**Action: APPROVED** 

(h). Consider and approve FY 2024 budget amendment - additional funding for Capital Projects.

## SEE ATTACHMENTS ON PAGES 417 - 417

120-0000-491-8006	CAPITAL PROJECTS FND #311	\$2,500,000.00
120-0000-491-8001	AIRPORT OPERATING	\$366,274.00
120-1011-415-1002	ASSISTANTS & CLERKS	\$399,262.00
120-3064-424-1002	ASSISTANTS & CLERKS	\$213,715.00
120-1014-414-1002	ASSISTANTS & CLERKS	\$199,038.00
120-3063-424-1002	ASSISTANTS & CLERKS	\$196,621.00
120-3060-421-1002	ASSISTANTS & CLERKS	\$166,466.00
120-2030-412-1024	ATTORNEY	\$155,621.00
120-3059-421-1043	DEPUTIES	\$120,422.00
120-1015-413-1002	ASSISTANTS & CLERKS	\$118,346.00
120-3059-421-1002	ASSISTANTS & CLERKS	\$110,877.00
120-1025-415-1002	ASSISTANTS & CLERKS	\$109,793.00
120-2049-412-1001	DEPARTMENT HEAD	\$106,869.00
120-9999-415-9999	CONTINGENCY APPROPRIATION	\$236,696.00

Motion by: Alfred Second by: Sinegal

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

**Action: APPROVED** 

## **COUNTY AIRPORT:**

(a). Consider and possibly approve and authorize the County Judge to execute a Lease Agreement between Jefferson County and Kerr Tractor for hangar and office space in Hangar 7 at the Jack Brooks Regional Airport. The lease is for 1 year with a 1-year option term.

SEE ATTACHMENTS ON PAGES 418 - 425

Motion by: Erickson Second by: Alfred

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

**Action: APPROVED** 

(b). Consider and possibly approve and authorize the County Judge to execute a Lease Agreement between Jefferson County and KUSA Aviation for hangar and office space in Hangar 7 at the Jack Brooks Regional Airport. The lease is for 1 year with a 1-year option term.

SEE ATTACHMENTS ON PAGES 426 - 433

Motion by: Erickson Second by: Alfred

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

**Action: APPROVED** 

(c). Consider and possibly approve FY 2025 TxDOT Routine Airport Maintenance Program (RAMP) Grant for the Jack Brooks Regional Airport. This grant will be used to help offset the costs for maintenance and improvement of airport pavements, signage, fencing, herbicides, hangars, airport buildings, and airfield lighting system. This grant is a 90%/10% match up to \$100,000.

SEE ATTACHMENTS ON PAGES 434 - 446

Motion by: Erickson Second by: Alfred

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

**Action: APPROVED** 

## **COUNTY COMMISSIONERS:**

(a). Consider, possibly approve and authorize the County Judge to execute a Southeast Texas Theft Task Force Interlocal Agreement between Jefferson County, the City of Beaumont, the City of Port Arthur and the Counties of Orange, Hardin and Jasper to participate in a combined task force pursuant to the Motor Crime Prevention Authority of the State of Texas and Senate Bill 224 for FY2024. (No matching funds required.)

## SEE ATTACHMENTS ON PAGES 447 - 490

Motion by: Arnold Second by: Sinegal

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

**Action: APPROVED** 

(b). Consider, possibly approve and authorize the County Judge to execute a Southeast Texas Theft Task Force Interlocal Agreement between Jefferson County, the City of Beaumont, the City of Port Arthur and the Counties of Orange, Hardin and Jasper to participate in a combined task force pursuant to the Motor Crime Prevention Authority of the State of Texas and Senate Bill 224 for FY2025. (No matching funds required.)

SEE ATTACHMENTS ON PAGES 491 - 529

Motion by: Arnold Second by: Sinegal

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

**Action: APPROVED** 

## **COUNTY TREASURER:**

(a).Receive and File Investment Schedule for September, 2024, including the year to date total earnings on County funds.

SEE ATTACHMENTS ON PAGES 530 - 532

Motion by: Sinegal Second by: Arnold

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

**Action: APPROVED** 

(b). Consider and approve Quarterly Report/wire for State Pooled Fees in the amount of \$350,987.39

NO ATTACHMENTS

Motion by: Sinegal Second by: Arnold

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

**Action: APPROVED** 

## **ENGINEERING DEPARTMENT:**

(a). Consider and possibly approve a Replat of Lot 29 Green Acres North into Lots 29A and 29B Green Acres North, Volume 12 Page 10 Map Records, out of the John C. Lawton Survey, Abstract No. 35, Jefferson County, Texas. This Replat is located off of Red Oak Lane in Precinct #4. This Replat has met all of Jefferson County platting requirements.

SEE ATTACHMENTS ON PAGES 533 - 533

Motion by: Alfred Second by: Sinegal

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

**Action: APPROVED** 

## JUSTICE OF THE PEACE PCT 8:

(a). Consider the possibly approve appointment of Kalan Gardner, Sr. as Justice of the Peace, Precinct 8 to fulfill the remaining term of Judge Gillam, retired, pursuant to Local Government Code Sec. 87.041.

NO ATTACHMENTS

Motion by: Sinegal Second by: Alfred

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

**Action: APPROVED** 

## **SHERIFF'S DEPARTMENT:**

(a). Please consider and possibly approve a resolution for Lasonya Broussard-Lewis a Corrections Officer for 26 years of service and wishing her well in her retirement.

SEE ATTACHMENTS ON PAGES 534 - 535

Motion by: Erickson Second by: Alfred

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

**Action: APPROVED** 

## **OTHER BUSINESS:**

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

Notice of Meeting and Agenda October 29, 2024

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

Jeff R. Branick County Judge

# Special, October 29, 2024

There being no further business to come before the Court at this time, same is now here adjourned on this date, October 29, 2024.

# LEGAL NOTICE Advertisement for Invitation for Bids

October 29, 2024

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid (IFB 24-065/MR) Jefferson County Doggett Park Midway Rehabilitation. Specifications for this project may be obtained from the Jefferson County website, <a href="https://www.co.jefferson.tx.us/Purchasing/">https://www.co.jefferson.tx.us/Purchasing/</a> 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 two (2) copies of their bid to the address shown below. Jefferson County <u>does not</u> 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: Jefferson County Doggett Park Midway Rehabilitation

BID NUMBER: IFB 24-065/MR

DUE BY TIME/DATE: 11:00 AM CT, Wednesday, November 20, 2024

MAIL OR DELIVER TO: Jefferson County Purchasing Department

1149 Pearl Street, 1st Floor Beaumont, Texas 77701

There will be a **Pre-Bid Conference and Walk-Through** at **2:00** PM **CT on Thursday**, **November 7, 2024**, at Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701.

The County shall require the Bidder to furnish a Bid Security in the amount of five percent (5%) of the total contract cost. The bid bond must be executed with a surety company authorized to do business in the State of Texas.

Within ten (10) days after the date of contract execution and prior to the issuance of Notice to Proceed and/or Purchase Order, the Bidder shall furnish the following bonds: Performance Bond to the County for the full amount of the contract if the contract exceeds one hundred thousand dollars (\$100,000). Payment Bond to the County for the full amount of the contract if the contract exceeds twenty-five thousand dollars (\$25,000.00).

Any questions relating to these bid requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: <a href="mistey.reeves@jeffcotx.us">mistey.reeves@jeffcotx.us</a>. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: <a href="mailto:deb.clark@jeffcotx.us">deb.clark@jeffcotx.us</a>.

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.

PUBLISH:

The Examiner:

October 31, 2024 & November 7, 2024

Deborah L. Clark, Purchasing Agent Jefferson County, Texas

Deboran Clark

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#### **BID SUBMISSIONS:**

One (1) Original and two (2) Bid Copies; with all copies to include a Completed Copy of this specifications packet (including technical specifications), 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. <a href="https://www.co.jefferson.tx.us/Purchasing/">https://www.co.jefferson.tx.us/Purchasing/</a>

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

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 <u>must</u> 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-DETERIMINATION.

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 <u>90</u> 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 a 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 <a href="https://www.co.jefferson.tx.us/Purchasing/">https://www.co.jefferson.tx.us/Purchasing/</a> 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 (<u>in writing on the included Bid Form</u>), 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. SMALL, MINORITY & WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of Jefferson County to increase the participation of Small, Minority (MBE) and women-owned (WBE) businesses 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.

Minority owned business may be eligible for contract procurement assistance with public and private sector entities from MBDA Centers

#### **Dallas Fort Worth MBDA Business Center**

8828 N. Stemmons Freeway, Ste. 550 B Dallas, TX 75247 214-920-2436

Website: <a href="https://www.mbdadfw.com">https://www.mbdadfw.com</a>
Email: <a href="mailto:admin1@mbdadallas.com">admin1@mbdadallas.com</a>

#### **El Paso MBDA Business Center**

2401 East Missouri Avenue El Paso, TX 79903 915-351-6232

Website: https://www.mbda.gov/business-center/el-paso-mbda-business-center

Email: treed@ephcc.org

#### **Houston MBDA Business Center**

3100 Main Street, Ste. 701 Houston, TX 77002 713-718-8974

Website: https://www.mbda.gov/business-center/houston-mbda-business-center

Email: mbda@hccs.edu

#### San Antonio MBDA Business Center

501 W. Cesar E. Chavez Blvd., Ste. 3.324 B San Antonio, TX 78207

210-458-2480

Website: <a href="https://www.mbda.gov/business-center/san-antonio-mbda-business-center">https://www.mbda.gov/business-center/san-antonio-mbda-business-center</a>

Email: <u>Jacqueline.jackson@utsa.edu</u>

Small and woman-owned business may be eligible for assistance from U.S. Small Business Administration (SBA):

Website: https://www.sba.gov/local-assistance

#### **Dallas/Fort Worth District Office**

150 West Parkway, Ste. 130 Euless, TX 76040

817-684-5500

Website: <a href="https://www.sba.gov/district/dallas-fort-worth">https://www.sba.gov/district/dallas-fort-worth</a>

Email: <u>dfwdo.email@sba.gov</u>

#### **El Paso District Office**

211 N. Florence St, Ste. 201

El Paso, TX 79901 915-834-4600

Website: https://www.sba.gov/district/el-paso

Email: Suzanne.aguirre@sba.gov

#### **Houston District Office**

8701 S. Gessner Dr, Ste. 1200 Houston, TX 77074

713-773-6500

Website: <a href="https://www.sba.gov/district/houston">https://www.sba.gov/district/houston</a>

Email: houston@sba.gov

#### **Lower Rio Grande Valley District Office**

2422 E. Tyler Ave, Suite E Harlingen, TX 78550 956-427-8533

Website: https://www.sba.gov/district/lower-rio-grande-valley

Email: lrgvdo.email@sba.gov

#### San Antonio District Office

615 E. Houston St, Ste 298 San Antonio, TX 78205

210-403-5900

Website: https://www.sba.gov/district/san-antonio

Email: <a href="mail@sba.gov">sado.email@sba.gov</a>

#### **West Texas District Office**

1205 Texas Ave, Room 408 Lubbock, TX 79401

806-472-7462

Website: <a href="https://www.sba.gov/district/west-texas">https://www.sba.gov/district/west-texas</a>

Email: <u>lubdo@sba.gov</u>

HUB certification information can be found at:

#### **Statewide Procurement Division HUB Program**

P.O. Box 13528 Austin, TX 78711

512-463-5872 or 888-863-5881

Website: <a href="https://comptroller.texas.gov/purchasing/vendor/hub">https://comptroller.texas.gov/purchasing/vendor/hub</a>

Email: <a href="mailto:statewidehubprogram@cpa.texas.gov">statewidehubprogram@cpa.texas.gov</a>

PROPOSER: INSERT HUB, SBE, MBE or WBE Certification behind this page.

# 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
>\$250,000 (Simplified Acquisition Threshold)	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.	2 CFR 200 APPENDIX II (A)
>\$10,000	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.	2 CFR 200 APPENDIX II (B)
None	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 60-1.4(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."  41 CFR 60-1.4 Equal opportunity clause.  (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:  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, the following equal opportunity clause:  During the performance of this contract, the Contractor agrees as follows:  (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:	2 CFR 200 APPENDIX II I and 41 CFR §60-1.4(b)

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

- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in

- Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

The [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.

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.

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.

>\$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)

		31
	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	
>\$100,000	reported violations to the Federal awarding agency.  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	2 CFR 200 APPENDIX II (E)
None	intelligence.  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. 7401-7671q.) 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. 7401-7671q) 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)

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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)
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) 2 CFR 200
See 2 CFR §200.216.	APPENDIX II (K)
See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
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
\$135.38 Section 3 clause All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):  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.  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.	
	award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAMI), 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.  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, 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.  See 2 CFR §200.323.  See 2 CFR §200.323.  See 2 CFR §200.322.  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 recov

- 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.
- 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.
- 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.
- 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.
- 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).

None

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:

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (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

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	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).  (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).  (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.  (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.  (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.  (c) See Public Law 115-232, section 889 for additional information.	
	(d) See also <u>§ 200.471</u> .	
	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:	2 CFR
None	(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.	200.322(a)(b)(1) (2)
	(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.	
None	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.	2 CFR 200.112

None	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.	2 CFR 200.336
None	Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.  (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.  (b) Affirmative steps must include:  (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;  (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;  (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;  (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;  (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  (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.	2 CFR 200.321
None	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 entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:  (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.  (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.  (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.	2 CFR 200.334

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	(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.  (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.  (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).  (1) If submitted for negotiation. 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.  (2) If not submitted for negotiation. 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,	36
None	or other computation.  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.	Texas Government Code 2252.152
>\$100,000	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:  (a) This section applies only to a contract that:  (1) is between a governmental entity and a company with 10 or more full-time employees; and  (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.  (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:	Texas Government Code 2271.002

	(1) does not boycott Israel; and	
Option Contract		
Language for contracts	The contract award is contingent upon the receipt of federal funds. If no such	Optional
awarded prior to Grant	r to Grant funds are awarded, the contract shall terminate.	
Award		
	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,	Section 504 of the
	solely by reason of his/her disability, be denied the benefits of, or be subjected	Rehabilitation Act
	to discrimination, including discrimination in employment, under any program	of 1973, as
	or activity receiving federal financial assistance.	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.

-	certifies or affirms the truthfulness and accuracy of each fany. In addition, the Contractor understands and agrees that the Remedies for False Claims and Statements, apply to this certification
Signature of Contractor's Authorized Official	
Name and Title of Contractor's Authorized Officia	al
Date	<u> </u>

**REQUIRED FORM** 

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

## **DEBARMENT/SUSPENSION CERTIFICATION**

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

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

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

The Contractor	certifies or affirms by your signature that neither you no		
from participation in this transaction by any federal de	osed for debarment, declared ineligible, or voluntarily excluded partment or agency.		
Signature of Contractor's Authorized Official			
Name and Title of Contractor's Authorized Official			
Date			

**REQUIRED FORM** 

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

## 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.

ignature of Contractor's Authorized	d Official
Name and Title of Contractor's Auth	norized Official
Date	

**REQUIRED FORM** 

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

The following requirements and instructions <u>supersede</u> General Requirements where applicable.

#### 1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

One (1) Original and two (2) Bid Copies; with all copies to include a Completed Copy of this Specifications Packet (including technical specifications), 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, 1<sup>st</sup> Floor Beaumont, TX 77701

<u>BID PACKAGING</u>: Bidder shall submit response in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope of 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, November 20, 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.

<u>COURTHOUSE SECURITY</u>: 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):**

(Monday)	Martin Luther King, Jr. Day
(Friday)	Good Friday
(Monday)	Memorial Day
(Wednesday)	Juneteenth
(Thursday)	Independence Day
(Monday)	Labor Day
(Monday)	Veteran's Day
(Thursday & Friday)	Thanksgiving
(Wednesday & Thursday)	Christmas
(Wednesday)	New Year's
	(Friday) (Monday) (Wednesday) (Thursday) (Monday) (Monday) (Thursday & Friday) (Wednesday & Thursday)

## <u>Submissions During Time of Inclement Weather, Disaster, or Emergency:</u>

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.

There will be a Pre-Bid Meeting and Walk-Through on Thursday, November 7, 2024, at 2:00 PM CT, at Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701

## 3. QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to **Mistey Reeves, Assistant Purchasing Agent** at: <a href="mistey.reeves@jeffcotx.us">mistey.reeves@jeffcotx.us</a>. If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at: <a href="mistey.reeves@jeffcotx.us">deb.clark@jeffcotx.us</a>. The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, Wednesday, November 13, 2024.

#### VENDOR REGISTRATION (System for Award Management).

Vendors doing business with Jefferson County are <u>required</u> 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: <a href="https://www.sam.gov">https://www.sam.gov</a>

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 <u>initially</u> 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) <u>prior</u> 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) SUBMISSSION 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** <u>hard copy</u> (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department <u>with bid submission.</u>

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 32**.

### 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?

<u>Answer</u>: 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 <u>not</u> 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** OFFICE USE ONLY 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. 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 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. **JEFFERSON COUNTY, TEXAS** Provide the identification number used by the governmental entity or state agency to track or identify and provide a description of the services, goods, or other property to be provided upon the contract. identify the contract, VENDOR: ENTER BID/PROPOSAL/CONTRACT/AGREEMENT REF# AND TITLE HER Nature of Interest (check applicable) City, State, Country Name of Interested Party (place of business) Controlling Intermediary St www ex VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIE VENDOR: WORKERS (OR NON-OWNERS) X COMPANY ARE INTERMEDIARY PARTIES **CHECK BELOW IF APPLICABLE** Check only if there Ointerested Party. VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION. and my date of birth is (street) (city) (zip code) (country) penalty of perjury that the foregoing is true and correct. County, State of \_ (month) (vear) 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.** 

#### 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, 7<sup>th</sup> 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\$1,000,000Excess Liability\$1,000,000

## <u>Property Insurance (policy below that is applicable to this project):</u>

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 <a href="11.1.">11.1.</a>, with the certificates of coverage to be provided to the person for whom they are providing services.
- 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 24-065/MR) Jefferson Count	ty Doggett Park Midway Rehabilitation
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):	<u> </u>
Fax Number (with area code):	
Email Address:	
Mailing Address (Please provide a <u>physical address for</u>	bid bond return, if applicable):
Address	
City State 7in Code	<del></del>

**REQUIRED FORM** 

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

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 Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: <a href="mistey.reeves@jeffcotx.us">mistey.reeves@jeffcotx.us</a>. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: <a href="mailto:deb.clark@jeffcotx.us">deb.clark@jeffcotx.us</a>. Please reference Bid Number: IFB 24-065/MR. To schedule a site visit, contact Michelle Falgout, County Engineer at 409-835-8584.

## DIVISION I SCOPE OF WORK

#### **PROJECT OVERVIEW**

It is the intent of the Contract Documents to provide the requirements and specification for the construction associated with Jefferson County **Doggett Park Midway Rehabilitation Project** which includes all labor, material and work required for Excavation of 2.25 inches of the existing surface materials, reworking existing base, cement treating the base in-place, grading, priming and placement of 2 inches of HMA, and all other work related to rehabilitation as called out in the plans and specifications for this project.

The project requires that the construction be completed and ready for use by the Owner in the time specified in this document. CONTRACTOR TO PERFORM ALL WORK AS INDICATED. This contract shall provide for the necessary labor, overhead, supervision, equipment, tools, materials, and all other related construction items necessary for the proposed project, all in strict accordance with the construction plans and specifications. Contractor is responsible for all damages caused by the contractor. This includes labor, materials and work required to repair damages. The Geotechnical Investigations begin on page 71 of these specifications and the Project Plans begin on page 113 of these specifications.

#### **GENERAL SCOPE OF WORK:**

The general scope of the Midway Rehabilitation work includes all labor, material and work to perform the following:

- Excavating the top 2.25 inches of the existing surface to the limits shown on the plans. Surface varies, but includes chip seal, asphalt patches, grass areas, and base.
- Reworking 8 inches of the remaining base and subgrade materials
- Mixing 8% cement, by weight, into the 8 inch reworked surface
- Compacting, watering, grading to the required grades and micro cracking the surface
- Application of AEP primer to the surface
- Installing 2 inches of HMA with PG70-22 binder
- Performing hand work as necessary around areas in the parking lot that include concrete pads for water connections/sewer clean outs, light poles, electrical boxes, fire hydrants, bollards, etc.
- Placing temporary safety fencing at the location shown on the drawings and placing barricades areas between finished asphalt areas and areas still under construction, if needed, to provide access to the Arena doors near the north east corner of the Midway.
- Install, maintain, and remove erosion, sedimentation, and environmental control measures to prevent or reduce the discharge of pollutants to the existing storm sewer system and to areas around the Midway Project Area.

#### **AREA CONDITIONS:**

- There are various utilities in the Midway Project Area. Those include, but may not be limited to: stormwater pipes, water lines, sewer lines, electrical service or other possible lines. The approximate locations of the known services have been shown on the plans. The location and protection of these utilities is the sole responsibility of the Contractor. Any damage to these utilities is the responsibility of the Contractor.
- 2. Contractor shall exercise caution to avoid damage to any service lines and shall be responsible for their repair, if damaged. In the event that those utilities are damaged, the Contractor shall be responsible for repair and restoration without delay at no additional cost to the owner.
- 3. Contractor is required to notify and request locates from the Texas One Call System prior to beginning any work and to coordinate with the Owner or service line owners for location of various utility lines and other infrastructure. Where the owner is unable to locate those utilities, the Contractor shall take great care not to damage them in his operations.
- 4. All utility adjustments shall be the responsibility of the Owners of the utilities and if in the opinion of the Engineer adjustment is required, the Contractor will be responsible for notifying the respective owner.
- 5. The Contractor shall restore all pavements adjacent to the project that have been damaged by the Contractor, to their original condition or better, in the opinion of the Owner. This shall include any base repairs or surface repairs to pavements. There shall be no additional payment for adjacent pavement replacement or repairs.
- 6. All excess materials shall be disposed of on a regular basis or whenever, in the opinion of the Engineer, they constitute a hazard or nuisance. Disposal of excess soils shall be in accordance with all local, state, and federal laws and shall be solely at the Contractor's expense.
- 7. Bidders should visit the proposed project site to acquaint themselves with the site conditions and access limitations prior to bidding on the project. Bidding on the project shall be considered the Contractor's assurance that he is familiar with the site conditions and that his bid provides for reasonable unanticipated conditions.

#### **WORK SEQUENCE/SCHEDULING:**

It shall be the responsibility of the Contractor to coordinate all work with the County and any other party affected by this project.

Work may be performed at anytime, provided the project is completed in the specified time frame.

The contractor will work with the County and the Doggett Park management company to phase work as necessary to provide access to the Arena doors that face the Midway area, if needed, for specific events.

Contractor will begin work within 5 days of the notice to proceed and will be required to be finished with the project by February 28, 2025

#### **SPECIAL CONSIDERATIONS:**

Traffic flow through and around the construction area(s) shall be in accordance with the approved traffic control plan developed by the Contractor and shall be maintained with as little disruption as possible to the operations of Doggett Park. Barricades, lights, signs and other traffic control devices shall be installed, on a timely basis, and be maintained in accordance with the Texas MUTCD and provisions of these Contract Documents as approved by the Engineer.

The Contractor shall work closely with the various utility owners and assure prompt access to their equipment for service or adjustment. The Contractor shall be solely responsible for the coordination of work with any utility owner which may be affected by the work. Additionally, forces of Jefferson County, in order to secure the safety, welfare and convenience of the citizens of Jefferson County, must provide services on both emergency and normal, continuing basis. Provisions of these services may require County forces to work within or around the construction area prescribed by this project. While it is anticipated that the construction schedule impact induced by the work of and utility crews will be minimal, the Contractor, by affixing proper signature to these Contract Documents, agrees to indemnify and hold harmless Jefferson County from any and all claims of damage or delay, incurred or alleged to have incurred, in connection with the work of said crews.

## **SUBMITTALS:**

Contractor shall submit the following submittals for review within 10 days of receiving the notice to proceed:

- 1 Proposed HMA Design;
- 2 Schedule showing estimated work times and sequencing of project work; and
- 3 Truck routes

## **1 YEAR WARRANTY**

Contractor will provide an Affidavit of Warranty at the end of the project. A copy of the Warranty document is attached to this Scope of work. A copy of the Warranty document is attached on page 50 of these specifications.

**END OF DIVISION I SCOPE OF WORK** 

## DIVISION II GENERAL NOTES AND BID ITEM NOTES

#### **General Notes**

- 1. The Texas Standard Specifications 2014 will govern all specifications not directly addressed in this document.
- 2. Direct attention to comply with all ordinances and regulations of Jefferson County. A permit for this project will be required from the Jefferson County Environmental Control Department. A permit or permission for construction in the City of Beaumont drainage easement will also be required.
- 3. Temporary erosion, sediment and water control measures shall be required. Erosion control logs are to be utilized at every inlet or discharge point within the affected areas of construction and should remain in place throughout the duration of construction. Contractor will be responsible for removing dirt from the site roads daily to prevent tracking. Any concrete truck washout will be disposed of at the plant.
- 4. Procure all the necessary County permits and licenses before the start of this project. This will not be paid for directly but shall be considered subsidiary to various bid items of the contract.
- 5. Contractor is required to notify and request locates from the Texas One Call System prior to beginning any work. In Texas Call 811 or see the 811 website for information. Additional reference numbers are provided below

AT&T Communications	Entergy Distribution	CenterPoint Energy/ Entex
Beaumont, Texas 77701 (409) 839-7030 Randall Jennings	North 11 <sup>th</sup> Street Beaumont, Texas 77701 (409) 785-2136 Brian Cross	6090 College Street Beaumont, Texas 77707 (409) 860-7113 Tara Hunter
Spectrum 602 N. Hwy 69 Nederland, Texas 77627 (409) 720-5513 Michael Ward	Jefferson County Engineering Dept (409) 835-8584 Michelle Falgout	Doggett Ford Park Oak View Group (409)-291-0157 Lance Rosenberg
Jefferson County Precinct #4 (409)-273-3438 Milton Zachary	City of Beaumont City Engineer 409-880-3725 Molly Villareal	Doggett Ford Park Oak View Group Destin Deleon (409-499-8832

This action does not relieve the Contractor of the responsibilities under the terms of the contract or the plans and specifications. Damage caused by the Contractor's operations shall be repaired and restored to service in a timely manner at no expense to Jefferson County.

6. The approximate location of the known underground utility installations is as shown on the plans. Confirm the location of these utility lines and the exact location of any others which may exist. Assume full responsibility for notifying the utility involved in case of conflict or damage and he/she shall be responsible for damage that occurs due to his/her negligence. Remove and dispose of abandoned lines encountered that interfere with the construction of this project. Consider this work to be subsidiary to the various bid items of the contract.

- 7. Allow County forces to enter this project to accomplish such work as shown in the plans and as may be deemed necessary by the Engineer.
- 8. Maintain for the duration of this project, those sections of existing and proposed Midway areas, driveways, walkways, pavements and appurtenances which are to be constructed, reconstructed, modified, or remain in place under this project. Any portion of Midway areas, driveways, walkways, pavements and appurtenances damaged by the contractor's forces shall be repaired by the contractor at his/her expense. This shall include but is not limited to driveways, parking lots, fencing, gates, storm pipes, MH tops, area lighting poles, electrical boxes, water valves/hose bibs, underground electrical, sewer lines and cleanout, fire hydrants, bollards, misc. concrete pads, buildings etc. No payment will be made for this work. County forces will maintain the existing section of streets and its appurtenances not a part of this project except those sections damaged by the Contractor's forces shall be repaired by the Contractor at his entire expense
- 9. Place all equipment and vehicles not in operation behind barriers/fencing when not in use.
- 10. All truck traffic transporting materials to and from the project are to access and depart from the project site utilizing routes approved by the Engineer. Millings, sand, or other approved materials may be used on adjacent surfaces to absorb and therefore minimize tracking of the materials applied during the course of construction. Materials used for absorption shall be maintained for the duration of the project. Upon completion of material applications, clean and dispose of absorption material in accordance with federal, state, and local regulations. This will not be paid for directly but shall be considered subsidiary to various bid items of the contract.
- 11. Assume ownership for all designated waste material and dispose of properly according to all State and Federal rules and regulations.
- 12. Control the dust and tracking caused by construction operations.
- 13. Quality Control for this project will be provided by **Raba Kistner**. The contractor will contract with Raba Kistner to sample and field test base and asphalt materials in accordance with the test methods provided for, under the appropriate standard specifications for the various items. It is the responsibility of the Contractor to schedule testing with the lab at least 48 hours in advance. If the Contractor schedules quality testing and cancels services, the contractor will be responsible for any charges that occur for cancellation. The payment for the Quality Services will be paid for based on submitted invoices. Invoices submitted to the County for Payment will not be allowed to have any markup.
- 14. If overhead or underground power lines need to be de-energized, contact the electrical service provider to perform this work. Costs associated with de-energizing the power lines or other protective measures required are at no expense to the County. If working near power lines, comply with the appropriate sections of Texas State Law and Federal Regulations relating to the type of work involved.
- 15. Material on hand will not be paid for.
- 16. Anything deemed by the Contractor to be temporarily moved for the work will be done at the approval of the County and will not be paid for directly but will be considered subsidiary to various bid items.
- 17. Maintain adequate drainage throughout the limits of the project during all construction phases. Any dewatering will be responsibility of the Contractor and will be subsidiary to various bid items.
- 18. Construct paving to the grades shown on the plans. Mark all proposed grades at the edges of the asphalt and at grades breaks. Any discrepancies or issues shall be brought to the attention of the County.

- 19. Verify material quantities and dimensions prior to ordering materials.
- 20. Computation for bid quantities will be available upon contractor's request.
- 21. The Contractor will establish the project control point, points, or tangency, PI's (points of intersection), point of curvature (PC, PI, and PT) and bench marks at the beginning and end of the project on the plan view only. Contractor shall establish and maintain these points throughout construction. There will be no separate payment for this work, but it shall be considered subsidiary to various bid items.
- 22. Schedule work so as to prevent undue delay caused by wet weather.
- 23. When design details are not shown in the plans, provide barricades and temporary fencing conforming to the latest "Standard Highway Sign Designs for Texas" manual.
- 24. All materials, labor and incidentals required for the contractor to provide for traffic across site for temporary ingress and egress shall be furnished by the contractor at no additional cost to the County and shall be considered as incidental to the various bid items.
- 25. The Contractor will notify the Engineer 48 hours in advance of expected completion of the cement stabilized base work. The Engineer will inspect the base, receive quality testing and approve of the base prior to the placement of asphalt.
- 26. Contractor shall perform any handwork necessary around bollards, fire hydrants, utility islands, light pole foundations, flush utility pads, electrical box pads, existing concrete sidewalks/driveways, building foundations, etc. to attain the design section. The hand work necessary will not be paid for directly but will be subsidiary to all of the applicable bid items.

#### **Bid Item Notes:**

#### **ITEM 5: CONTROL OF WORK**

1. Station/mark the project and verify locations of work and area slopes with Engineer prior to the commencing of work. Mark ground elevations as noted on the plans. Maintain grades/slopes throughout the duration of the project. Consider this work to be subsidiary to the various bid items of the contract. Provide all surveying for the control of work.

#### **ITEM 7: LEGAL RELATIONS AND RESPONSIBILITIES**

- 1. Furnish all materials, labor and incidentals required to provide for traffic across the street and for temporary ingress and egress to private property in accordance with article 7.7 of the standard specifications at no additional cost to the County. Consider this work to be subsidiary to the various bid items of the contract.
- If needed, maintain the roadway slope stability. Temporary retaining structures or shoring may be required.
  Before installing any proposed temporary retaining structures or shoring, secure written approval. Submit
  design calculations, working drawings and a plan of operations including sequencing. Maintaining slope
  stability is subsidiary to the various bid items.

#### **ITEM 8: PROSECUTION AND PROGRESS**

- 1. Compute and charge working days in accordance with Article 8.3.1.5., "Calendar Day".
- 2. Gather information and direct attention to the aspects of adjoining projects that may be in the progress during the construction of a portion of this project. Plan and prosecute the sequence of construction and the traffic control plan with adjacent construction projects so as not to interfere with or hinder the completion of the work in progress on the adjoining projects. Coordinate projects to ensure an uninterrupted flow of traffic.

#### **ITEM 9: MEASUREMENT AND PAYMENT**

- 1. All items will be measured per TXDOT Specifications unless otherwise noted.
- 2. The Contractor shall submit all tickets, As-Built drawings and an updated schedule with each pay request.
- 3. The County will withhold a 10% retainage from each pay request.

#### **ITEM 110 – EXCAVATION**

- 1. Material generated from excavation activities, free from contaminants, shall be hauled and stockpiled on site at a County designated location. Excavation shall be performed according the TXDOT Item 110.
- 2. Quantity of this Item shown in the plans, only includes the quantity of material for this bid item. Excavation for this item is a plan quantity. Any other excavation (hand or machine) quantities will be subsidiary to other applicable bid items.
- 3. Hauling and stockpiling of all excavated materials will be subsidiary to this or other bid items.
- 4. After excavation, proof roll the surfaces to be cement stabilized. Proof rolling will not be paid for directly but shall be considered subsidiary to various bid items of the contract.

#### ITEM 251: REWORK BASE COURSES -

After excavation of the surface materials, scarify existing Midway Area remaining surface and existing base
materials to the depth shown on the plans and specifications and according to TXDOT Item 251. Scarify and
perform any grading, watering, etc. of the surface necessary for prep for Cement Stabilization of base.
Materials may include limestone, asphalt and clay materials. See Geotech Report included as an attachment
to this document.

## **ITEM 275: CEMENT TREATMENT (ROAD-MIXED)**

- This item shall be performed according to TXDOT item 275 and will include all necessary work for cement application, including but not limited to mixing of the cement into the existing material at the rate shown on the plans, compacting, watering to maintain moisture, grading and microcracking. Cement applied shall be in slurry form
- 2. Geotech shall test and approve of the Cement treated base prior to placement of prime.

#### **BID ITEM 300 – AEP PRIME**

- 1. Prime shall not be applied until the base prep has been reviewed and approved by the Geotechnical Engineer and the County Engineer.
- 2. Prime Coat shall be AEP. Distribute Prime smoothly and evenly at an estimated rate of 0.25 gallons per square yard. Actual amount used will be adjusted as necessary in the field according to conditions and in consultation with the County Engineer. Prime will be paid for by the gallon applied and paid by ticket.

#### ITEM 340 - DENSE-GRADED HOT-MIX ASPHALT (SMALL QUANTITY)

- 1. Type "C" Dense Graded Hot Mix Asphalt shall be placed according to the plans and specifications according to TXDOT Item 340. The use of RAP materials in the mix design will be allowed at a max of 20%. Asphalt binder shall be PG 70-22.
- 2. Contractor shall provide and place tack where new asphalt is placed against on sides of concrete slabs, foundations, sidewalks, driveway, other concrete structures, or asphalt driveways and any other location required by good practices. This shall not be paid for directly but will be subsidiary to this bid item.
- 3. Contractor shall protect existing concrete surface from oil and staining from the new prime and asphalt placement. This shall not be paid for directly but will be subsidiary to this bid item.

## ITEM 351: SOFT SPOT SUBGRADE REPAIR (ONLY AS DIRECTED BY ENGINEER)

1. Repair soft subgrade areas only as directed by the Engineer. Identified soft spots shall be excavated a minimum 9 inches and backfilled and compacted in lifts with TXDOT limestone base. This item may or may not be used.

## **ITEM 500: MOBILIZATION**

- 1. Establish and remove offices, plants, and facilities. Move personnel, equipment, and supplies to and from the project or the vicinity of the project site to begin work or complete work on Contract Items. Bonds and insurance are required for performing mobilization.
- 2. Mobilization shall not exceed three (3) percent of the total construction items amount prior to the cost of mobilization being added.

#### ITEM 502: BARRICADES AND TRAFFIC/PEDESTRIAN HANDLING

- 1. Furnish and maintain safety fencing to the limits shown on the plans during the entire duration of work. Secure safety fencing to existing fencing and hand rail as shown on the plans.
- 2. Contractor to place and maintain barricades to the limits shown on the plans from December 10 to December 14<sup>th</sup> for Doggett Ford Park Function. Barricades will be provided by Doggett Ford Park and the County.
- 3. Furnish and maintain the barricades and warning signs, including the necessary temporary and portable traffic control devices, during the various phases of construction. Place and construct these barricades and warning signs in accordance with the latest "Texas Manual on Uniform Traffic Control Devices for Streets and Highways" for typical construction layouts.
- 4. Furnish additional barricades and signs to maintain traffic and motorists' safety when directed by the

Engineer. Consider payment for these additional signs and barricades subsidiary to Item 502.

- 5. Cover work zone signs when work related to the signs is not in progress, or when any hazard related to the signs no longer exists.
- 6. Keep the delineation devices, signs, and pavement markings clean. This work is subsidiary to the Item, "Barricades, Signs, and Traffic Handling".
- 7. Do not mount signs on drums or barricades, except those listed in the latest Barricades and Construction standard sheets.
- 8. Use traffic cones for daytime work only. Replace the cones with plastic drums during nighttime hours.
- 9. Construct all work zone signs, sign supports, and barricades from material other than wood unless approved by the engineer.
- 10. Galvanize steel supports if used. Aluminum posts, if used, shall meet the following minimum thickness requirements:

  Square Feet

  Minimum Thickness

requirements: Square Feet Minimum Thi
Less Than 1.5 0.080 Inches

1.5 To 7.5 0.100 Inches

Greater Than 7.5 0.125 Inches

- 11. Any changes to the traffic control plan must be approved in writing by the Engineer. Submit the revised plan for approval to the Engineer.
- 12. The Contractor shall include a schedule of street closure dates in the Traffic Control Plan. Contact the Engineer and Doggett Ford Park 72 hours in advance of closures and detours.
- 13. It is the responsibility of the Contractor to notify the Engineers Office and Doggett Ford Park of work to be performed 48 hours in advance.
- 14. The approval by the engineer of the method and procedure the contractor plans to use to handle or detour traffic will not relieve the contractor of his responsibility for the protection of the traveling public.
- 15. Use drums or vertical panels instead of cones as traffic control devices.
- 16. The Contractor shall submit to the County, prior to start of any construction work, a hauling truck and construction vehicles route plan. This route plan shall show streets to be taken for trucks and vehicles either empty or hauling materials going in or out the construction areas scope of work. The Streets that are to be used as truck and vehicle routes shall be truck loads roadway bearing pavements. Upon approval of the Engineer, this truck routing plan will be strictly implemented. Any changes that is required as construction phases progresses will be reviewed and approved by the Engineer. This work will not be measured or paid for separately but will be considered subsidiary to this pay item.
- 17. Provide flaggers at each side-road intersection and ensure they have communication with the flaggers controlling the movement of traffic on the highway.

## ITEM 506: TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS

- 1. This item will not be paid for directly but considered subsidiary to various bid items.
- 2. Temporary erosion, sediment and water control measures shall be required.
  - a. Erosion control logs are to be utilized at every inlet or discharge point within the affected areas of construction and should remain in place throughout the duration of construction.
  - b. Contractor will be responsible for removing dirt from the roads daily to prevent tracking.
  - c. Contractor shall police the construction area at the end of each day and remove and containerize all trash
  - d. Pumped stormwater shall be channeled through a rock berm, erosion control log or other method to help prevent excessive discharge of silt.

END OF DIVISION II
GENERAL NOTES AND BID ITEM NOTES

## DIVISION III GOVERNING CONSTRUCTION SPECIFICATIONS

The governing construction specifications applicable to this work are the Texas Department of Transportation (TXDOT) 2014 Standard Specifications for Construction of Highways, Streets and Bridges as adopted by the State of Texas.

These items which are listed below and which are contained in the TX DOT 2014 Standard Specifications are hereby adopted and made part of the Contract Documents to the same extent as if they were herein reproduced in full subject to such modifications, revisions or supplements as may appear in the section entitled Special Provisions in these Contract Documents to follow:

### **STANDARD SPECIFICATIONS:**

Adopted by the Texas Department of Transportations, November 1, 2014, Standard Specifications and any other related or referenced TXDOT Specifications in the listed specifications are incorporated into the Contract by reference.

Items 1–9	General Requirements and Covenants
Item 110	Excavation
Item 150	Blading
Item 152	Road Grader Work
Item 204	Sprinkling
Item 210	Rolling
Item 251	Reworking Base Courses
Item 275	Cement Treatment (Road Mixed)
Item 300	AEP Prime
Item 340	Dense Graded Hot-Mix Asphalt (Small Quantity)
Item 351	Subgrade Repair
Item 500	Mobilization
Item 502	Barricades, Signs and Traffic Handling
Item 506	Temporary Erosion, Sedimentation, and Environmental Controls

## **SPECIAL SPECIFICATIONS:**

Special Specifications will supplement specifications applicable to the individual project, not covered by the Standard Specifications, if needed.

END OF DIVISION III
GOVERNING CONSTRUCTION SPECIFICATIONS

## **AFFIDAVIT OF WARRANTY**

CONTR	ACTOR:			
PROJEC	T:	Jefferson County Doggett Pa	ark Midway Rehabilitation	_
LOCATI	ON:	·		_
WORK	PERFORMED <u>:</u>			
FINAL C	CONTRACT AMOU	JNT: <u>\$</u>		
CONTR	ACT DATE:			
Docum			ER and that all Work is in accordance with the Contract warranty and guarantee hereunder excludes defects of	
1)			ce or operation by persons other than the CONTRACTO alor entity for whom the CONTRACTOR is responsible;	
2)	Normal wear a	nd tear under normal usage.		
Require the Cor resultir CONTR	ements (Plans an ntract between _ ng from faulty Wo through	d Specifications), all Labor and AN orkmanship and/or Materials f Upon receipt o edy the defects and replace ar	oes hereby Guarantee and Warranty in accordance wit d Materials on the said Project, and all work performed ND JEFFERSON COUNTY and/or assign to be free from of for the Guarantee Period extending from of written notice from the OWNER or JEFFERSON COURNY property damaged therefrom occurring within the variety of the same o	d under defects  NTY, the
SIGNIN	G OFFICER:		DATE:	
PRINTE	D NAME:	TI	ITLE	
Acknov	vledged by		, Notary Public.	
Printed	Name			
My Cor	nmission expires	:		

# 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.

	For clarification of this offer, contact:
Company Name	
Address	Name & Title
City State Zip	Phone Fax
Signature of Person Authorized to Sign	E-mail
Printed Name	

**REQUIRED FORM** 

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

## **ACCEPTANCE OF OFFER**

The Offer is hereby accepted for the following items: Jefferson County Doggett Park Midway Rehabilitation

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 24-065/MR), Jefferson County Doggett Park Midway Rehabilitation. 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		
ATTEST:			
Roxanne Acosta Hellberg, County Clerk	Date		

BIDDER: INSERT ALL ADDENDA BEHIND THIS PAGE.

PLEASE BE SURE TO COMPLETE, SIGN, ATTEST, AND DATE EACH ADDENDUM.

**BIDDER: INSERT BID SECURITY BEHIND THIS PAGE.** 

## **BID FORM**

Bid Item	TXDOT Item	Bid Item Description	Unit	Estimated Quantity	Unit Price	Extended Amount (Total for Line Item)
1	500	Mobilization (Max 3%)	LS	1	\$	\$
2	110	Excavation: Excavate existing surface and base – (2.25" Depth) Stockpile on Site	CY	2494	\$	\$
3	251	Reworking Base Course (8" Depth)	SY	39900	\$	\$
4	275	Cement Treated Subgrade (Site Mixed 8" Deep) 8% (SY)	SY	39900	\$	\$
5	300	AEP Prime (0.25 Gallons/SY)	GAL	9975	\$	\$
6	340	Dense Graded Hot- Mix Asphalt: 2 inches thick, PG 70- 22 (20% RAP Allowed)	TON	4608	\$	\$
7	351	Flexible Pavement Subgrade Repair	SY	400	\$	\$
8	502	Barricades and Traffic/Pedestrian Handling	LS	1	\$	\$
					TOTAL BID AMOUNT	\$

## REQUIRED FORM

**<u>Bidder</u>**: 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:	

of

## **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 en same terms and conditions?	tities to piggyback off this contract, if awarded, under theYes No
This bid shall remain in effect for ninety (90) days from bi and local sales tax (exempt).	d opening and shall be exclusive of federal excise and state
	any and all items upon which prices are offered, at the price ation for Bid, Conditions of Bidding, Terms of Contract, and pted contract.
partnership or individual has not prepared this bid in col bid as to prices, terms or conditions of said bid have not be or agent to any other Bidder or to any other person(s) eng this bid. And further, that neither the Bidder nor their er	execute the contract, that this company, corporation, firm, lusion with any other Bidder, and that the contents of this een communicated by the undersigned nor by any employee gaged in this type of business prior to the official opening of mployees nor agents have been for the past six (6) months nt or combination to control the price of goods or services on.
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 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** 

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

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity	FORM CIQ					
This questionnaire reflects changes made to the law by H.B. 23, 84th Leq., Regular Session.	OFFICE USE ONLY					
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).	Date Received					
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.						
Name of vendor who has a business relationship with local governmental entity.						
2 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 applater than the 7th business day after the date on which you became aware that the origincomplete or inaccurate.)	, ,					
Name of local government officer about whom the information in this section is being disc	osed.					
November of Officers						
Name of Officer						
This section (item 3 including subparts A, B, C, & D) must be completed for each officer wemployment or other business relationship as defined by Section 176.001(1-a), Local Govern pages to this Form CIQ as necessary.						
A. Is the local government officer named in this section receiving or likely to receive taxable income, from the vendor?	ncome, other than investment					
Yes No						
B. Is the vendor receiving or likely to receive taxable income, other than investment income, froi government officer named in this section AND the taxable income is not received from the local contents.						
Yes 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?						
Yes 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					

Adopted 8/7/2015

REQUIRED FORM

# LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

	LOCAL GOVERNMENT OFFICER	FORM CIS
9	CONFLICTS DISCLOSURE STATEMENT	
ŀ		
	nis questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY
g	his is the notice to the appropriate local governmental entity that the following local overnment officer has become aware of facts that require the officer to file this statement accordance with Chapter 176, Local Government Code.	Date Received
1	Name of Local Government Officer	1
	OUT. WILL	
	Office Held	
3	Name of vendor described by Sections 176.001(7) and 176.003(a), Local Governmen	t Code
Г		
L		
4	Description of the nature and extent of employment or other business relationship v	vith vendor named in item 3
_		
5	List gifts accepted by the local government officer and any family member, if aggre from vendor named in item 3 exceeds \$100 during the 12-month period described by	
	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 that the disclosure applies to each family member (as de	N
	Government Code) of this local government officer. I als covers the 12-month period described by Section 176.003	i ex
		(4)(2)(2); 2004 3000 0000
	Signature of Loca	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 in Yes	tends to ut	ilize S	Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).			
opportun Contracto <b>minimum</b> exceed th	nities, the or/Consultant or	followant, and she at s	determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting wing checklist and supporting documentation shall be completed by the Prime and returned with the Prime Contractor/ Consultant's bid. This list contains the ould be put forth by the Prime Contractor/Consultant when attempting to achieve or Subcontractor participation. The Prime Contractor/Consultant may extend his/her subcontractor participation beyond what is listed below.			
		Dic	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.	<b>Notify</b> in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?			
□ Yes	□ No	3.	<b>Provide</b> HUBs that were genuinely interested in bidding on a Subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?			
☐ Yes	□ No	4.	<b>Negotiate</b> in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive Bidders?			
☐ Yes	□ No	5.	<b>Document</b> 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.			
ŀ			cted, please explain and include any pertinent documentation with your bid. essary, please use a separate sheet to answer the above questions.			
Printe	ed Name of <i>i</i>	Autho	prized Representative Signature			
		Titl	e Date			
1	RED FORM : Please co		ete this form			

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

Bidder intends to utilize Subcontractors/S Yes No Instructions for Prime Contractor/Consult below may be submitted after contract a Please submit one form for each HUB S conditions of your contract.	tant: Bidder sha ward, but prior	all submit this fo to beginning pe	orm with the	bid; however, the information on the contract.
Contractor Name:				HUB: Yes No
Address:				
Street	City	State	Zip	
Phone (with area code):		Fax (with a	area code):	
Project Title & No.:				
Prime Contract Amount: \$				
HUB Subcontractor Name:				
HUB Status (Gender & Ethnicity):				
Certifying Agency:   Tx. Bldg & Procureme	nt Comm. 🗆 Je	fferson County	Tx Unified Ce	ertification Prog.
Address:				
Street	City	State	Zip	
Phone (with area code):		Fax (with a	area code):	
Proposed Subcontract Amount: \$		Percent	age of Prime (	Contract:
Description of Subcontract Work to be Perform	ed:			
Printed Name of Contractor Representative	Signa	ature of Representativ	ve	Date
Printed Name of HUR	Cian	ature of Representativ		

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**

# HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUCONTRACTING PARTICIPATION DECLARATION FORM

	PAG	E 1 OF 4				
Bidder intends to utilize Subcontra  Yes No	actors/Subconsultants	in the fulfillment	of this contract	(if awarded).		
Prime Contractor:				HUB: Yes No		
HUB Status (Gender & Ethnicity):						
Address:	C'1	Challa	<b></b>			
Street	City	State	Zip			
Project Title & No.:						
Total Contract: \$		Total HUB Subo	contract(s): \$			
Construction HUB Goals: 12.8% MBE::	:	<u>%</u> 1	2.6% 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 revie	wed and verified HUB Sub inf	ormation Da	te:	Initials:	_	
PART I. HUB SUBCONTRACTOR DIS	CLOSURE					
HUB Subcontractor Name:						
HUB Status (Gender & Ethnicity):						
Certifying Agency: Texas Bldg	& Procurement Comm. [	Texas Unified Cer	tification Prog.			
Address:						
Street	City	State	Zip			
Contact person:		Title: _				
Phone (with area code):		Fax (with a	area code):			
Proposed Subcontract Amount:	\$	Percent	age of Prime Conti	ract:	%	
Description of Subcontract Work to be	Performed:					

#### **REQUIRED FORM**

# 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 8	& Procurement Comn		Tx Unified Certification Prog.	
Address:					
	Street	Cit	y State	Zip	
Contact person:			Title:		
Phone (with area co	ode):		Fax (wit	n area code):	
Proposed Subcontra	act Amount:	\$	Perce	ntage of Prime Contract:	%
Description of Subco	ontract Work to	be Performed:			
HUB Subcontractor	Name:	-			
	Name: · & Ethnicity):				
HUB Subcontractor	Name: · & Ethnicity):				
HUB Subcontractor	Name:  * & Ethnicity):  * Tx. Bldg &	& Procurement Comn	n.	☐ Tx Unified Certification Prog.	
HUB Subcontractor HUB Status (Gender Certifying Agency:	Name: · & Ethnicity):		n.		
HUB Subcontractor HUB Status (Gender Certifying Agency:	Name:  * & Ethnicity):  Tx. Bldg &  Street	& Procurement Comn	n.	☐ Tx Unified Certification Prog.	
HUB Subcontractor HUB Status (Gender Certifying Agency: Address:	Name:  & Ethnicity):  Tx. Bldg &	• Procurement Comm	n.	Tx Unified Certification Prog.	
HUB Subcontractor HUB Status (Gender Certifying Agency: Address: Contact person:	Name:  * & Ethnicity):  Tx. Bldg &  Street  dde):	& Procurement Comm Cit	n.	Tx Unified Certification Prog.	

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

**REQUIRED FORM** 

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

PAGE 3 OF 4

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: Yes Was the Jefferson County HUB Office contacted for assistance in locating HUBs? 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 State Title: Contact person: Fax (with area code): \_\_\_\_\_ Phone (with area code): Percentage of Prime Contract: \$ Proposed Subcontract Amount: Description of Subcontract Work to be Performed: Subcontractor Name: Address: City Street State Contact person: Fax (with area code): \_\_\_\_\_ Phone (with area code): \$ Percentage of Prime Contract: Proposed Subcontract Amount:

**REQUIRED FORM** 

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

Description of Subcontract Work to be Performed:

# HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DECLARATION FORM

	PAGE	4 of 4		
Subcontractor Name:				
Address:				
Street	City	State	Zip	
Contact person:		Title:		
Phone (with area code):		Fax (with are	ea code):	
Proposed Subcontract Amount: \$		Percentag	ge of Prime Contract:	%_
Description of Subcontract Work to be Performed:				
Subcontractor Name:				<u> </u>
Address:				
Street	City	State	Zip	
Contact person:		Title:		
Phone (with area code):		Fax (with are	ea code):	,
Proposed Subcontract Amount: \$		Percentag	ge of Prime Contract:	%_
Description of Subcontract Work to be Performed:				
I hereby certify that I have read the <i>HUB Progra</i> this form, and <b>attached any necessary support</b> information on this document may result in my	documentati	on as required. If	fully understand that intention	onally falsifying
Name (print or type):				
Title:				
Signature:				
Date:				
E-mail address:				
Contact person that will be in charge of invoicing	ng for this proj	ect:		
Name (print or type):				
Title:			REQUIRED FORM	
Date:			Bidder: Please com	
E-mail address:			and include with bi	d 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-resid	lent Bidder" re	fers to a p	erson who is not a resident.
	(4)				on whose principal place of business is in this state, including a company or majority owner has its principal place of business in
			de §2252.001.		_ [company name] is a Resident Bidder of Texas as defined in
	Gove		de §2252.001 a		[company name] is a Nonresident Bidder as defined in incipal place of business is
Tax	payer I	dentification	Number (T.I.N.):		
Cor	npany	Name submit	ting bid/proposa	nl:	
Ma	iling ad	dress:			
If yo	ou are a	an individual,	list the names a	nd address	es of any partnership of which you are a general partner:
Prop	erty:	List all taxab	ole property ow	ned by yo	ou or above partnerships in Jefferson County.
Jeff	erson (	County Tax Ac	cct. 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**

#### **HOUSE BILL 89 VERIFICATION**

l,	, the	undersigned	representative	e of (cor	mpany or business
name)					(heretofore
referred to as company) being undersigned notary, do hereb provisions of Subtitle F, Title 10	y depose and	verify under	oath that the co	-	•
1. Does not boycott Israel curr	ently; and				
2. Will not boycott Israel durin	g the term of t	he contract.			
Pursuant to Section 2270.002,	Texas Govern	ment Code:			
<ol> <li>"Boycott Israel" means refunction that is intended to penal or with a person or entity doir action made ordinary business</li> </ol>	ize, inflict econ ng business in l	omic harm on, Israel or in an I	or limit commerc	ial relations	specifically with Israel,
2. "Company" means a for-proventure, limited partnership, lowned subsidiary, majority-orassociation that exist to make a	imited liability wned subsidia	partnership, c	r an limited liab	ility compa	nny, including a wholly
Signature of Company Represe	ntative				
Date					
On this day of	, 20	), persona	ally appeared		
		, the	above-named	person, wh	ho after by me being
duly sworn, did swear and co	onfirm that th	ne above is tru	e and correct.		
Notary Seal					
	Notary Sign	ature			
	Data				
	Date				

**REQUIRED FORM** 

#### **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.

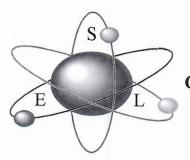
Company Name
IFB/RFP/RFQ number
Certification check performed by:
Purchasing Representative
Date

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			
foregoing on behalf of the said	e of firm)			
(name	of firm)			
the Bidder is not now, nor has been for t agreement or combination, to control the persons to bid or not to bid thereon."	isiness prior to the official opening of this bid. Further, I certify that the past six (6) months, directly or indirectly concerned in any pool of e price of services/commodities bid on, or to influence any person o			
Fax:	Telephone#			
by:	Title:			
(print name)				
Signature:				
SUBSCRIBED AND SWORN to before me b	by the above-named			
this the day of				
REQUIRED FORM	Note in Dublic in and for			
Bidder: Please complete this form  Notary Public in and for				
and include with bid submission.	the State of			



## GEOTECHNICAL, ENVIRONMENTAL, MATERIALS TESTING

#### GEOTECHNICAL INVESTIGATION

FOR

EVALUATION OF EXISTING PAVING ON FORD PARK PARKING LOT

IN

BEAUMONT, TEXAS

**REPORT NUMBER: 19216** 

REPORTED TO:

JEFFERSON COUNTY ENGINEERING C/O SETEX CONSTRUCTION 1660 S. 23<sup>RD</sup> STREET BEAUMONT, TEXAS 77707

**SEPTEMBER 2019** 

PREPARED BY: SCIENCE ENGINEERING, LTD.

P.O. Box 2048 / Nederland, Texas 77627 / Tel.: (409) 982-0686 or (409) 727-2218 Fax: (409) 982-0619 / e-mail: yousef@science-engineer.com

#### GEOTECHNICAL INVESTIGATION Evaluation of Existing Paving Beaumont, Texas

#### INTRODUCTION

The study reported herein is an investigation of subsurface conditions for the evaluation of existing paving at Ford Park Parking Lot in Beaumont, Texas.

#### **AUTHORIZATION**

This investigation was authorized by Mr. Rocky Smith by telephone on August 19, 2019.

#### SUBSURFACE EXPLORATION

The subsurface exploration at the site was accomplished by means of twenty (20) undisturbed sample core borings drilled to depths of approximately two (2) feet below existing ground surface. Approximate locations of the borings were flagged by Setex Construction, as shown on attached boring plan.

#### **SUBSURFACE INVESTIGATION**

The subsurface investigation consisted of drilling three-inch nominal diameter core borings. Undisturbed samples of the cohesive soils were obtained from the borings by means of thin-wall, seamless steel Shelby tube samplers, in accordance with the ASTM D–1587 method.

All undisturbed samples were extracted mechanically from the core barrels in the field, classified, wrapped in aluminum foil, and sealed in airtight plastic bags to prevent moisture loss and disturbance. The samples were transported to our laboratory for testing and further study.

#### **LABORATORY INVESTIGATIONS**

All samples from borings were examined and classified in the laboratory by a soil engineer, according to procedures outlined in ASTM D-2488. Laboratory tests were performed on selected soil samples in order to evaluate the engineering properties of the soil in accordance with the indicated standard procedures.

#### LABORATORY TESTS

Atterberg Limits (L.L., P. L., P.I.) Soils Classification

#### STANDARD TESTS

ASTM D-4318 ASTM D-2487

Atterberg limits tests were performed on appropriate cohesive samples. The results of these tests are shown on the attached boring logs.

#### **SUBSURFACE CONDITIONS**

Specific types and depths of subsurface strata encountered on the site are shown on the attached boring logs. Review of the boring logs indicates that generalized stratography is approximately as follows:

Stratum No.	Average Depth, feet	Description of Strata
I	0.10	Asphalt
II	0.60	Limestone Base
III	0.32	Lime Stabilized Subgrade

The near surface soils are "CH" type soils when classified by the unified soils classification system. This type soil normally exhibits high swell potential during seasonal moisture variations.

Hydrostatic water was not encountered at the time of drilling.

#### **FINDINGS**

- 1. Asphaltic concrete pavement thickness varies from 1.0 to 3.0 inches (weighted average is 1.20 inches).
- 2. Limestone Base thickness varies from 3.0 to 18.0 inches (weighted average is 7.2 inches).
- 3. Lime Stabilized Subgrade thickness varies from 0 to 11.0 inches (weighted average is 3.84 inches).
- 4. Soil Boring terminated on Dark Gray CLAY (CH).

#### RECOMMENDATIONS FOR REPAIR

The failing paving in the parking lot can be repaired as follows:

	Vehicle
Type Pavement	Traffic
Asphaltic Concrete	1.5"
Limestone Base	8.0"
Lime Stabilized Subgrade	6.0"

Subgrade preparation should consist of removing all existing asphalt and base. Then scarify the subgrade to a depth of six (6) inches and stabilize with six to eight (6-8) percent of hydrated lime. The soil-lime mixture should be compacted to a minimum of 95% of Standard Proctor Density (ASTM D-698). Lime stabilization should conform to Texas Highway Department 2014 Standard Specification Item 260, which describes material and construction methods for treatment of materials in place.

The base material should be compacted to 95% of the maximum dry unit weight as obtained in the laboratory by means of the ASTM D-1557 Procedure. The compacted limestone base should then be primed with 0.20 gallons per square yard of MC-1 cut back asphalt.

Hot mix asphalt concrete should be placed in accordance with the Texas Highway Department Item 340 Type D Modified, which describes materials, gradation and construction methods for Hot Mix Asphaltic Pavement.

Note: Existing base can be re-used provided that it be stabilized with 4% cement by weight, and re-compacted to 95% by modified proctor ASTM-1557.

#### **LIMITATIONS**

The conclusions and recommendations given in this report are based on the analysis of the data collected for this project. Additive conclusions or recommendations made from this data by others are their responsibility.

Our study is based on the data obtained from soil borings made at the locations shown on borings plan. The nature and extent of variations between borings may become evident during construction. We should be requested to observe exposed conditions. After making these observations, and noting the engineering significance of variations, we will advise you of any changes in recommendations believed appropriate.

We appreciate this opportunity to provide our services to this project. Please let us know if you require additional information. Thank you.

Respectfully submitted for the firm, TBPE Registration No. 4060



Yousef Rahmani, P.E. President

Encl.:

Boring Plan

Boring Logs 1 – 20

Geotechnical Chart/Symbols

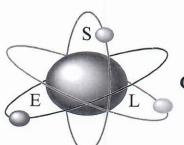
Copies:

2 - Client

1- Jefferson County Engineering

1 - SEL File 19216

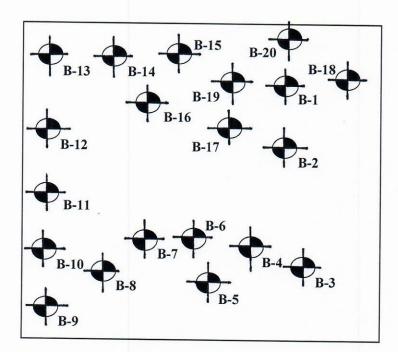
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## SCIENCE ENGINEERING, LTD.<sup>90</sup>

## GEOTECHNICAL, ENVIRONMENTAL, MATERIALS TESTING

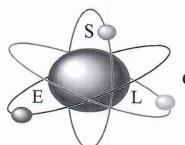
Report Number 19216



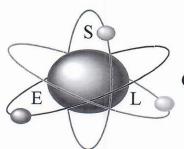
EVALUATION OF EXISTING PARKING LOT AT FORD PARK BEAUMONT, TEXAS

BORING PLAN
SEPTEMBER 2019
NOT TO SCALE

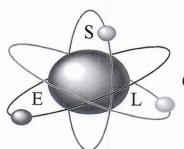
P.O. Box 2048 / Nederland, Texas 77627 / Tel.: (409) 982-0686 or (409) 727-2218 Fax: (409) 982-0619 / e-mail: yousef@science-engineer.com



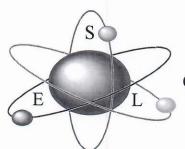
							LOG OF	BORI	NG									
Proje	ct:	Eva	aluatio	n of Exist	ing Park	ing Lot at I	Ford Park											
Borir	10 N1			nt, Texa		B-1		ъ.	Proje	ct No:	1921	6 (2010						
Locat	ion:	41111	CI.	Flagge		etex Cons	truction	Dat	e of R	eport:	09/0	9/2019 8/2019			_			_
Dry A		r:		0	to		Feet	Au	thoriz	ation:	Mr. F	Randy S	mith	_				_
														15	SHE	ARS	TRE	NGTH
Бертн, ееет	SYMBOL	SAMPLE	BLOWS PER FOOT				CRIPTION	WATER CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX (PI)	PERCENT PASSING	SIEVE		FENETROMETER (TSF)		COMPRESSIVE STRENGTH (TSF)
	0.0				Asphal	t												<b>J</b>
	10			4" ]	Base													
 				Da	rk Gray	y CLAY												
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														1				
- 2 <del>-</del>						·	CI	I						_				
					Во	ottom at 2	? feet											
  				1.		r was not g drilling	encountered											
					aurm	g arming	•							+				
				2.		nole dry i	apon											
					comp	letion.								+				-
														+	_			_
														-				
														-				
														+				



							LOG OF B	ORI	NG										
Proje Bori	ng Nu	Be	aumo	nt, Texas	B-2	2		Date	Proje e of R	ct No: eport:	1921	6	9						
Loca Dry		r:		Flagge 0	d by Setex to	Cons 2	truction Feet	Date	e of B	oring: ation:	08/2	8/201	9	h					8
													T		SH	EAR	STRE	NG	ТН
<b>DEPTH, FEET</b>	SYMBOL	SAMPLE	BLOWS PER FOOT	ST	RATUM	I DES	CRIPTION	WATER CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	PERCENT PASSING	NO. 200 SIEVE	POCKET	PENETROMETER TTSE	UNCONFINED	COMPRESSIVE	STRENGTH (TSF)
	N.O.			1" /	Asphalt											1 0	1	0	S
	00000000000000000000000000000000000000	THE RESERVE		18"	Base														
				Daı	rk Gray C	LAY	СН												4
- 2	Bottom at 2 feet  1. Water was not encountered during drilling.  2. Bore hole dry upon completion.																		
																			7



				LOG OF BO	ORI	NG						-	
Proje	ct:	Eva	aluatio	on of Existing Parking Lot at Ford Park ont, Texas		ъ.		1001					
Borin Locat Dry A	ion:	ıml		B-3 Flagged by Setex Construction 0 to 2 Feet	Date Date	e of Re	oring:	09/0	5 9/2019 8/2019 Randy Si	mith			=
											SHEAR S	STREN	- IGTH
DEPTH, FEET	SYMBOL	SAMPLE	BLOWS PER FOOT	STRATUM DESCRIPTION	WATER CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX (PI)	PERCENT PASSING NO. 200 SIEVE	POCKET PENETROMETER TEST	UNCONFINED	COMPRESSIVE STRENGTH (TSF)
	20			1" Asphalt					1 0	1 2		1	2 8
	0000			7" Base									
 - <sub>1</sub> -				Dark Gray CLAY									
 	/						90	30	60				
	/			СН									
				Bottom at 2 feet									
				Water was not encountered during drilling.									
				Bore hole dry upon completion.									



							LOG OI	FBC	ORI	NG			-			-					
Proje	ect:	Eva	aluatio	n of Exist	ing Parki	ng Lot at	Ford Park														٦
Borir	ng Nu			nt, Texa		3-4			Data	Proje	ct No: eport:	1921	6 /20	10		_					
Locat	tion:			Flagge			truction				oring:				_	_					
Dry A	Auge	r:		0	_ to _		Feet		Aut	thoriz	ation:	Mr. I	Rand	y Sı	mitł	ı					
									(%)								SH	EAR S	TRE	NGT	Н
DEPTH, FEET	SYMBOL	SAMPLE	BLOWS PER FOOT	ST	RATU	M DES	CRIPTION		WATER CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	(PI)	PERCENT PASSING	NO. 200 SIEVE	POCKET	PENETROMETER (TSF)	UNCONFINED	COMPRESSIVE	STRENGTH (TSF)
	0:0			3" .	Asphalt									٥	I		Ь	<u>a</u> 0	12	O E	2
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 - <sub>1</sub> -				Da	rk Gray	CLAY															
											86	27	59	)							
<u> </u>	/																				=
 - 2 -	/							СН													
					Во	ttom at 2	2 feet	ļ													1
  				1.		was not g drilling	encountered														
				2.	Bore h	ole dry	upon	-													
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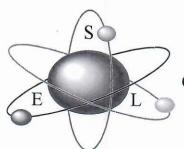
# E L C

# SCIENCE ENGINEERING, LTD. 95

## GEOTECHNICAL, ENVIRONMENTAL, MATERIALS TESTING

LOG OF BORING	
Project: Evaluation of Existing Parking Lot at Ford Park	
Beaumont, Texas Project No: 19216 Boring Number: B-5 Date of Report: 09/09/2019	
Location: Flagged by Setex Construction Date of Boring: 08/28/2019	
Dry Auger: 0 to 2 Feet Authorization: Mr. Randy Smith	
	HEAR STRENGTH
DEPTH, FEET SAMPLE BLOWS PER FOOT BLOWS PER FOOT AND CONTENT (%) DRY DENSITY (PCF) LIQUID LIMIT PLASTICITY INDEX (PI) PERCENT PASSING NO. 200 SIEVE POCKET	PENETROMETER (TSF) UNCONFINED COMPRESSIVE STRENGTH (TSF)
2" Asphalt	
8" Base	
10" Lime Stabilized Subgrade	
Dark Gray CLAY	
Bottom at 2 feet  1. Water was not encountered during drilling.  2. Bore hole dry upon completion.	

P.O. Box 2048 / Nederland, Texas 77627 / Tel.: (409) 982-0686 or (409) 727-2218 Fax: (409) 982-0619 / e-mail: yousef@science-engineer.com

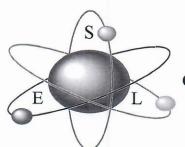


## GEOTECHNICAL, ENVIRONMENTAL, MATERIALS TESTING

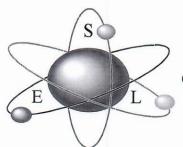
						LOG OF B	ORI	NG										
Proje	ect:	Eva Bea	aluatic aumo	on of Exist ont, Texa	ing Parking Lot at l	Ford Park			ct No:	1021	6							
Boria		ıml	er:		B-6		Dat		eport:			019						_
Loca				Flagge	ed by Setex Cons		Dat	e of B	oring:	08/2	8/20	)19						
Dry .	Auge	r:		0	to2	Feet	Au	thoriz	ation:	Mr. I	Rand	ly S	mitl	า				
															SHI	EAR S	TRE	NGTH
DEPTH, FEET	SYMBOL	SAMPLE	BLOWS PER FOOT	ST	FRATUM DES	CRIPTION	WATER CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	(PI)	PERCENT PASSING	NO. 200 SIEVE	POCKET	PENETROMETER (TSF)	UNCONFINED	COMPRESSIVE STRENGTH (TSF)
	O.D.			2".	Asphalt		>		1	<u> </u>	4	1)	Ь	Z	2		5	<u>S</u>
	90				' Base							-					_	
	05000																	
- 1 -	/			Da	rk Gray CLAY													
					•													
									86	26	61	0						
_														- 2				
- 2 -						CH												
					Bottom at 2	foot												
					Dottom at 2	. reet						_						
  				1.	Water was not	encountered						_		_				
				1.	during drilling													
					0						_	$\dashv$						
				2.	Bore hole dry 1	apon						$\dashv$						
_					completion.													
-												_						
														-				
														-				
_																		
												-		1				
											-		-					

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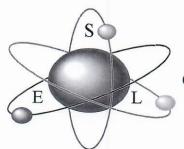
						LOG OF E	ORI	NG											
Proje	ct:			on of Exist ont, Texa	ing Parking Lot at F	ord Park													
Borin Locat Dry A	ion:	ımł		100	B-7 ed by Setex Cons	truction Feet	Date	Proje e of R e of B thoriz	eport:	09/0	9/20	)19 )19 ly Si	mitl	ı					_
							(0)								SH	EAR	STI	REN	GTH
<b>DEPTH, FEET</b>	SYMBOL	SAMPLE	BLOWS PER FOOT	ST	TRATUM DES	CRIPTION	WATER CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	(PI)	PERCENT PASSING	NO. 200 SIEVE	POCKET	PENETROMETER	(LSF)	COMPRESSIVE	STRENGTH (TSF)
	00			1"	Asphalt							_		_		1		, ,	On .
-	000			6"	Base														
 	0.00			6"	Lime Stabilized S	Subgrade													
	//			Da	ark Gray CLAY														
	/					СН											+		
-					Bottom at 2	feet													
				1.	Water was not during drilling														
				2.	Bore hole dry to completion.	ıpon													
																	I		



## GEOTECHNICAL, ENVIRONMENTAL, MATERIALS TESTING

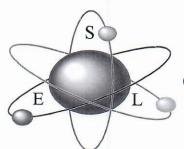
							LOG OF B	ORI	NG									
Proje Borin Locat Dry A	ng Nu	Beamh	aumo	n of Existi nt, Texas Flagge	s B	-8 ex Cons	truction Feet	Date	e of Re	ct No: eport: oring: ation:	09/0 08/2	9/201 8/201	9	th				-
<b>DEPTH, FEET</b>	SYMBOL	SAMPLE	BLOWS PER FOOT			M DES	CRIPTION	WATER CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMIT	PLASTIC LIMIT	STICITY INDEX	PERCENT PASSING		POCKET	TROMETER	UNCONFINED	STRENGTH (TSF)
 	000	THE REAL PROPERTY.			Asphalt Base													
  - 1 -	30000			7" I	Lime Sta	bilized S	Subgrade											
				Dar	rk Gray	CLAY	CIV											
- 2				1.	Water	drilling ole dry 1	encountered 5.											

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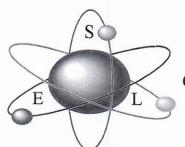


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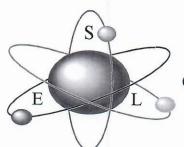
							L	OG O	F B	ORI	NG												
Proje	ect:			on of Exist ont, Texa		king Lot a	t Ford	Park						П									
Borir Locat Dry A	ion:	ımł				B-9 etex Co	nstruc Feet			Dat	Proje e of R e of B thoriz	eport: oring:	09/0	9/2 8/2	019	mitl	h						
																		SH	(EA)	R ST	ΓRE	NG	TH
<b>DEPTH, FEET</b>	SYMBOL	SAMPLE	BLOWS PER FOOT	SI	ΓRAT	UM DI	ESCR	IPTION		WATER CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	(PI)	PERCENT PASSING	NO. 200 SIEVE	POCKET	PENETROMETER	(TSF)	UNCONFINED	COMPRESSIVE	STRENGTH (TSF)
	5.0			1"	Aspha	lt											_	-	-	٢		0	S
	9000			7"	Base											1.							
 -1-	0000			6"	Lime S	tabilize	d Sub	grade															
				Da	rk Gra	y CLAY	(																
												90	27	6	3								
<b>- 2 -</b>									СН														
=					В	ottom a	t 2 fee	t															
				1.		er was n ng drilli		ountered	1														
 				2.		hole dr letion.	y upoi	n															



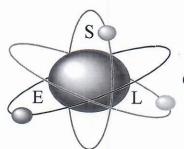
							LOG	OF B	ORI	NG		-	-		_	_			-
Proje	ct:	Eva	luatio	n of Exist	ing Parking	Lot at Fo	ord Park												_
Borin Locat Dry A	ion:	umb		1/2 1/2 PV CM 201427 1/2	B-1 ed by Setex	x Const	ruction		Dat Dat Au	Proje e of R e of B thoriz	ct No: eport: oring: ation:	09/0	9/20	019 019 ly Si	mith	n			
<b>DEPTH, FEET</b>	SYMBOL	SAMPLE	BLOWS PER FOOT		TRATUM	I DESC	CRIPTIC	ON	WATER CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	(P1)	PERCENT PASSING	NO. 200 SIEVE	TROMETER	UNCONFINED	STRENGTH (TSF)
	DO				Asphalt														 9,
  	00000			10"	Base														
    - 2 -				Da	rk Gray C	LAY		СН											
				1.		om at 2	feet encounter	red											
					during c														
				2.	Bore hol completi		pon												



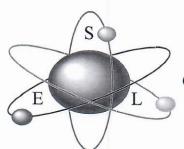
							LOG OF I	BOR	ING			_						
Proje	ct:	Eva	luatio	n of Exist	ing Parki	ng Lot at	Ford Park											
Borin				nt, Texa	E	3-11		Dat	e of R	ct No:	09/0	9/201	9					-
Locat Dry A		r:		Flagge 0	to	tex Cons	struction Feet	Dat Au	e of B thoriz	oring:	08/2 Mr. I	8/201 Randy	9 Sm	ith				=
													T	-	SH	EAR S	TREN	
DEPTH, FEET	SYMBOL	SAMPLE	BLOWS PER FOOT				SCRIPTION	WATER CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	PERCENT PASSING	NO. 200 SIEVE	POCKET	PENETROMETER (TSF)	UNCONFINED	COMPRESSIVE STRENGTH (TSF)
	00				Asphalt	t										4 <u> </u>	_	2 8
 	0000			8"	Base													
- 1 - - 1 - 				Da	rk Gray	CLAY				88	28	60						
_										88	28	60	t					
 - 2 -						· · ·	CH	I										
					Во	ttom at	2 feet											
				1.		was not g drilling	t encountered g.											
				2.	Bore h	ole dry etion.	upon											



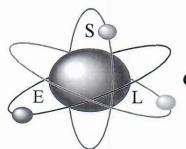
							LO	G OF	BC	ORI	NG												
Proje Borin	Beaumont, Texas  oring Number: B-12										Project No: <u>19216</u> Date of Report: <u>09/09/2019</u>												
Locat Dry 2		r:		Flagge 0	ed by Se	etex Con 2	structio Feet	on		Date	e of B	oring:	08/2	8/20	019	mith	1					_	
										(%)	(6							SH	EAR	ST	REI	VG.	ГН
DEPTH, FEET	SYMBOL	SAMPLE	BLOWS PER FOOT	S	TRATU	JM DE	SCRIP	TION		WATER CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	(PI)	PERCENT PASSING	NO. 200 SIEVE	POCKET	PENETROMETER	(TSF)	UNCONFINED	COMPRESSIVE	STRENGTH (TSF)
	00			1"	Asphal	t									_			-	-			0	S
 	00000				Base																		
- 1 -    - 2 - 				Di	ark Gray	ottom at	2 foot		CH														
  				1.	Wate durin	r was no g drillin nole dry letion.	ot encou g.	intered															
					comp																		



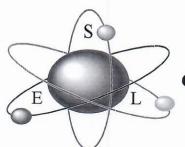
				LOG	OF BOR	ING			_								
Proje	ct:	Eva	luatio	n of Existing Parking Lot at Ford Park				Manager A"									
Borir Locat Dry A	ion:	umb		B-13 Flagged by Setex Construction 0 to 2 Feet	Da	Project No: 19216  Date of Report: 09/09/2019  Date of Boring: 08/28/2019  Authorization: Mr. Randy Smith											
<b>DEPTH, FEET</b>	SYMBOL	SAMPLE	BLOWS PER FOOT	STRATUM DESCRIPTIO	Z Z WATER CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX (P!)	PERCENT PASSING NO. 200 SIEVE	ER	UNCONFINED TA COMPRESSIVE D STRENGTH (TSF)					
	74			1" Asphalt													
  	GA			6" Base  Dark Gray CLAY													
  		A STATE OF THE STA					85	26	59								
- 2 - 				Potters at 2 Cont	СН												
				Bottom at 2 feet  1. Water was not encounte during drilling.	red												
				Bore hole dry upon completion.													



LOG OF BORING																		
Proje	ct:	Eva	luatio	n of Exist nt, Texa	ing Parking Lot at Ford Park													
Borir	g Ni			nt, Texa	B-14	Project No: <u>19216</u> Date of Report: <u>09/09/2019</u>												
Locat			CI.	Flagge	ed by Setex Construction	Dat	e of R	eport: oring:	08/2	9/2019 8/2019	)					_		
Dry A	Auge	r:		0	_ to _ 2 Feet	Au	thoriz	ation:	Mr. F	Randy	Smit	h			_	_		
											T		SH	EAR S	TRE	NGTH		
<b>DEPTH, FEET</b>	SYMBOL	SAMPLE	BLOWS PER FOOT	ST	TRATUM DESCRIPTION	WATER CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	PERCENT PASSING	NO. 200 SIEVE		PENETROMETER (TSF)		COMPRESSIVE STRENGTH (TSF)		
	O.A.			1".	Asphalt						+-			<u> </u>		S		
	50 00 00				Base													
- 1 - - 1 - 	0000000			11"	Lime Stabilized Subgrade													
 				Da	rk Gray CLAY													
 					Bottom at 2 feet													
				1.	Water was not encountered during drilling.													
				2.	Bore hole dry upon completion.													
				William Control														



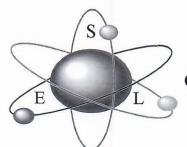
					LOG OF I	BORI	NG											
Proje	ect:				ing Parking Lot at Ford Park													
Borir Locat Dry A	ion:	umb		Flagge	B-15 ed by Setex Construction to 2 Feet	Dat	Project of R of B of thoriz	eport: oring:	09/0	9/201 8/201	19	nith						-
											T			SH	EAR S	STRI	ENG	TH
DEPTH, FEET	SYMBOL	SAMPLE	BLOWS PER FOOT	ST	TRATUM DESCRIPTION	WATER CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	(PI)	PERCENT PASSING	NO. 200 SIEVE	POCKET	PENETROMETER (TSF)	UNCONFINED	COMPRESSIVE	STRENGTH (TSF)
	P.D.			1".	Asphalt				-		_	<u> </u>		П	P	10	O	S
	00 00 00			6"	Base													
 	A (0.00)			7" ]	Lime Stabilized Subgrade													
				Da	rk Gray CLAY													
					СН													
					Bottom at 2 feet													
				1.	Water was not encountered during drilling.													
				2.	Bore hole dry upon completion.													



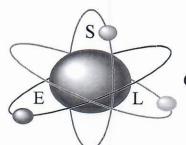
## GEOTECHNICAL, ENVIRONMENTAL, MATERIALS TESTING

Project: Evaluation of Existing Parking Lot at Ford Park Beaumont, Texas  Boring Number: B-16  Location: Flagged by Setex Construction Dry Auger: O to 2 Feet  STRATUM DESCRIPTION  1.5" Asphalt 6" Base  Project No: 19216 Date of Report: 09/09 Date of Boring: 08/28 Authorization: Mr. R    O	9/2019 8/2019	POCKET PENETROMETER PENETROMETER (TSF) COMPRESSIVE COMPRESSIVE STRENGTH (TSF) H
Boring Number: Location: Dry Auger:  B-16 Flagged by Setex Construction Date of Report: 09/09 Date of Boring: 08/28 Authorization: Mr. R  STRATUM DESCRIPTION  STRATUM DESCRIPTION  1.5" Asphalt	9/2019 8/2019 Randy Smith	
Location: Dry Auger:    Flagged by Setex Construction   Date of Boring:   08/28	8/2019 Randy Smith	
Dry Auger:0 to2Feet Authorization: Mr. R  STRATUM DESCRIPTION  MY. BELL  Authorization: Mr. R  STRATUM DESCRIPTION  Authorization: Mr. R  LIMIT DOWN DESCRIPTION  Authorization: Mr. R  1.5" Asphalt	Randy Smith	
1.5" Asphalt	PLASTICITY INDEX (P1) PERCENT PASSING NO. 200 SIEVE	
1.5" Asphalt	PLASTICITY INDEX (P1) PERCENT PASSING NO. 200 SIEVE	POCKET PENETROMETER (TSF) UNCONFINED COMPRESSIVE STRENGTH (TSF)
1.5" Asphalt		
6" Base		
6" Lime Stabilized Subgrade		
Dark Gray CLAY		
CH CH		
Bottom at 2 feet		
1. Water was not encountered during drilling.  2. Bore hole dry upon completion		
2. Bore hole dry upon completion.		

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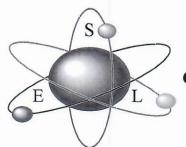


							]	LOG	OF	BO	RI	NG						_		_				
Proje	ct:			n of Exist nt, Texa		ing Lot	at For	d Park	a .				et No:	1921	6									
Borir Locat Dry	ion:		er:	Flagge 0	ed by Se	3-17 etex Co 2	nstru Fe	iction et		Date of Report: 09/09/2019 Date of Boring: 08/28/2019 Authorization: Mr. Randy Smith														
											(%)								SH	EAI	R ST	TREN	NG"	ГН
<b>DEPTH, FEET</b>	SYMBOL	SAMPLE	BLOWS PER FOOT	ST	ΓRATU	JM Di	ESCI	RIPTI	ON		WATER CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	(PI)	PERCENT PASSING	NO. 200 SIEVE	POCKET	PENETROMETER	(TSF)	UNCONFINED	COMPRESSIVE	STRENGTH (TSF)
	Ø!0			1"	Asphal	t									T						۲	_	<u> </u>	S
	0000			7"	Base																			
 - 1 -	8000			6"	Lime S	tabilize	ed Su	bgrade	e															
 				Da	rk Gra	y CLA	Y						87	26		1								
  - 2 -	/					· · · · ·		<b></b> .	C	:H			87	26	6	)1								
					Во	ottom a	at 2 fe	eet																
				1.		r was r ig drill:		ncount	ered															
- - -				2.		hole di letion.	y up	on																
_																								
				-																				



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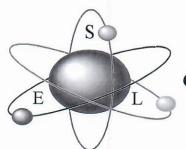
							LOG OF	BOI	RIN	VG			+							_		
Proje Borir		Bea	aumo	n of Exist ont, Texa	ing Parl IS	Project No: <u>19216</u> Date of Report: <u>09/09/2019</u>																
Locat	ion:			Flagge		B-18 etex Cons	struction	D	ate	of Bo	oring:	08/2	8/20	019								
Dry A	Auge	r:		0	_ to	2	Feet	A	uth	noriz	ation:	Mr. I	Ranc	ly S	mith	1	_		_			
DEPTH, FEET	SYMBOL	SAMPLE	BLOWS PER FOOT	ST	ΓRAT	UM DES	SCRIPTION	WATER CONTENT (%)		DRY DENSITY (PCF)	LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	(PI)	PERCENT PASSING	NO. 200 SIEVE		PENETROMETER				STRENGTH (TSF)
	Q.O.				Aspha	lt												_		_		0)
_	D.D.			5"	Base																	
  - 1 -	00000			8"	Lime S	tabilized	Subgrade															
  				Da	rk Gra	y CLAY		СН														
 					В	ottom at	2 feet															
 				1.		er was no ng drillin	t encountered g.															
 				2.		hole dry pletion.	upon															
									_												_	-



### SCIENCE ENGINEERING, LTD.109

GEOTECHNICAL, ENVIRONMENTAL, MATERIALS TESTING

							LOC	G OF B	ORI	NG					_						
Proje	ct:					rking Lot at	Ford Park														
Borir	g Nı			nt, Texa	S	B-19			Dat	Proje e of R	ct No:	1921	6 /201	0		_	_				_
Locat		41112	,	Flagge	d by	Setex Con	struction		Date	e of B	eport: oring:	08/2	9/201 8/201	9			_	_	_	_	_
Dry A		r:		0	to		Feet		Au	thoriz	ation:	Mr. I	Randy	Sr	nith	1	_	_	_		-
													T	T			SH	EAI	2 67	PEN	- IGTH
			OT						NT (%)	PCF)		Hess	DEX		ING			ZP SASKLA		KLI	
DEPTH, FEET	SYMBOL	SAMPLE	BLOWS PER FOOT	ST	'RA'	TUM DE	SCRIPT	ION	WATER CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	(FI)	PERCENT PASSING	NO. 200 SIEVE	POCKET	PENETROMETER	(TSF)	UNCONFINED	STRENGTH (TSF)
	00			1"	Asph	alt	-				1	4		=	Ч	Z	a a	Ы	<u> </u>	<u> </u>	2 8
	/					ay CLAY								+				-			
													(0)								
	/										90	28	62								
 - 2 -								СН						1							
_					18	Bottom at	2 feet														
				1.		ter was no ing drillir		itered										_			
_				2.	Bor	e hole dry	upon							-							
					con	pletion.								-							
_														-					1		=
														1							
	-													+							
														+		$\dashv$			+		

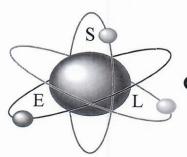


# SCIENCE ENGINEERING, LTD. 110

### GEOTECHNICAL, ENVIRONMENTAL, MATERIALS TESTING

						LOG OF B	ORI	NG			_		a Harris (m						
Proje	ct:				ing Parking Lot at F	ord Park					Т								
Borin	g Ni			nt, Texa	B-20			Proje				10						_	
Locat				Flagge	d by Setex Const	ruction	Dat	e of R	eport: oring:	08/2	8/20	19						_	
Dry A	Auge	r:		0		eet	Au	thoriz	ation:	Mr. F	Rand	y Sı	mith	1				_	
															SHI	EAR S	TRE	NG"	ГН
			ы	-			(%)	E			×		(5					10.	
<b>DEPTH, FEET</b>	TOI	LE	BLOWS PER FOOT	ST	TRATUM DESC	CRIPTION	WATER CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX		PERCENT PASSING	NO. 200 SIEVE	Т	PENETROMETER (TSF)	UNCONFINED	COMPRESSIVE	STRENGTH (TSF)
DEPT	SYMBOL	SAMPLE	BLOW				WATE	DRY D	IIQUI	PLAST	PLAST	(PI)	PERCE	NO. 20	POCKET	PENET (TSF)	INCOL	OMP	TREN
	00.			1" 2	Asphalt										<u>-</u>	<u>a</u> :	2	0	S
	0.0			6" I	Base														
	0.0																		
<u> </u>	aP.			11"	Lime Stabilized	Subgrade												_	-
 - <sub>1</sub> -	00					8													$\dashv$
	D.D																		
_	0.0																		
	0											-	_		-				-
				Dai	rk Gray CLAY							1							$\forall$
- 2 -				<u> </u>		CH													٦
					Bottom at 2	Cont													
					bottom at 2	reet						+							-
				1.	Water was not	encountered						1			-				+
					during drilling.														
				2.	Bore hole dry u	non						_							
				2.	completion.	pon						+	_	+	_				+
					•							1							$\dashv$
											_	+		-	_				4
												1							+
												+		-					-
- 7																			+
											-			+					-
																			+

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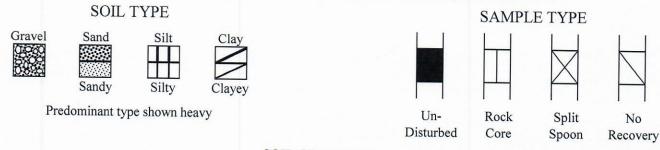


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### SCIENCE ENGINEERING, LTD.

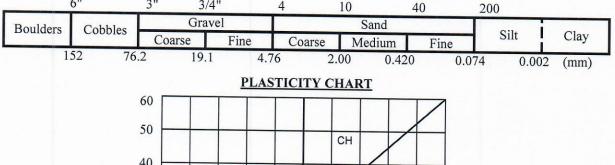
GEOTECHNICAL, ENVIRONMENTAL, MATERIALS TESTING

### KEY TO SOIL CLASSIFICATION AND SYMBOLS



### SOIL GRAIN SIZE

U.S. Standard Sieve



40 Plasticity 30 Index OH & MH "A" ine 20 CL CL-ML 10 ML & OL 0

3/4"

	0	10	20	30	40		60	70	80	90	100	
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1 enetration					Penetration	
Resistance,		Cohesion	Plasticity	Degree of	Resistance,	Relative
blows per foot	Consistency	TSF	<u>Index</u>	Plasticity	blows per foot	Density
0 - 2	Very Soft	0 - 0.125	0 - 5	None	0 - 4	Very Loose
2 - 4	Soft	0.125 - 0.25	5 - 10	Low	4 - 10	Loose
4 - 8	Firm	0.25 - 0.5	10 - 20	Moderate	10 - 30	Medium Dense
8 - 15	Stiff	0.5 - 1.0	20 - 40	Plastic	30 - 50	Dense
15 -30	Very Stiff	1.0 - 2.0	> 40	Highly Plastic	> 50	Very Dense
> 30	Hard	> 20				. or j Belise

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### **GEOTECHNICAL INVESTIGATION**

FOR

FORD PARK PAVING REHABILITATION

IN

**BEAUMONT, TEXAS** 

**REPORT NUMBER: 24102** 

**REPORTED TO:** 

JEFFERSON COUNTY COURTHOUSE 1149 PEARL STREET, 5<sup>TH</sup> FLOOR BEAUMONT, TEXAS 77701

**FEBRUARY 2024** 

PREPARED BY: SCIENCE ENGINEERING, LTD.

P.O. Box 2048 Nederland, Texas 77627 Ph: (409) 982-0686 Fax: (409) 982-0619 Email: yousef@science-engineer.com

### GEOTECHNICAL INVESTIGATION Evaluation of Existing Paving Beaumont, Texas

### INTRODUCTION

The study reported herein is an investigation of subsurface conditions for the evaluation of existing paving at Ford Park Parking Lot in Beaumont, Texas.

### **AUTHORIZATION**

This investigation was authorized by Ms. Michelle Falgout, P.E. by e-mail on January 10, 2024.

### SUBSURFACE EXPLORATION

The subsurface exploration at the site was accomplished by means of nine (9) undisturbed sample core borings drilled to depths of approximately three (3) feet below the existing ground surface. The approximate locations of the borings are shown on the attached boring plan.

Note: Borings B-2 and B-5 were moved due to underground utilities, as shown on the boring plan.

### SUBSURFACE INVESTIGATION

The subsurface investigation consisted of drilling three-inch nominal diameter core borings. Undisturbed samples of the cohesive soils were obtained from the borings by means of thin-wall, seamless steel Shelby tube samplers, in accordance with the ASTM D-1587 method.

All undisturbed samples were extracted mechanically from the core barrels in the field, classified, wrapped in aluminum foil, and sealed in airtight plastic bags to prevent moisture loss and disturbance. The samples were transported to our laboratory for testing and further study.

### LABORATORY INVESTIGATIONS

All samples from borings were examined and classified in the laboratory by a soil engineer, according to procedures outlined in ASTM D-2488. Laboratory tests were performed on selected soil samples in order to evaluate the engineering properties of the soil in accordance with the indicated standard procedures.

Laboratory Test	ASTM Standard
Atterberg Limits [Liquid Limit (LL), Plastic Limit (PL), Plasticity Index (PI)]	D-4318
Soil Moisture Content	D-2216
Unconfined Compressive Strength	D-2166
Soils Classification	D-2487

Undrained shear strength of selective cohesive soils was determined by unconfined compression tests. Water content and dry unit weight of the foundation soils were determined as routine parts of the unconfined compression tests. Atterberg limits tests were performed on appropriate cohesive samples. The results of these tests are shown on the attached boring logs.

### SUBSURFACE CONDITIONS

Specific types and depths of subsurface strata encountered on the site are shown on the attached boring logs. A review of the boring logs indicates that generalized stratography is approximately as follows:

Stratum No.	Average Depth, feet	Soil Description
l	0.00 - 0.02	Asphalt
11	0.02 - 0.35	Limestone Base
Ш	0.35 - 3.00	Dark Gray CLAY (CH)

The near-surface soils are "CH" type soils when classified by the unified soils classification system. This type of soil normally exhibits high swell potential during seasonal moisture variations.

Hydrostatic water was not encountered at the time of drilling.

### **FINDINGS**

- 1. Asphaltic concrete pavement thickness varies from 0.0 to 0.50 inches (weighted average is 0.24 inches).
- Limestone Base thickness varies from 2.5 to 5.0 inches (weighted average is 3.96 inches).
- 3. Soil Boring terminated on Dark Gray CLAY (CH).

### RECOMMENDATIONS FOR REPAIR

Due to our findings, which indicate paving is extremely weak, we recommend the entire parking lot be removed and replaced as follows:

Type Pavement	Vehicle Traffic
Asphaltic Concrete	1.5"
Limestone Base	8.0"
Engineering Fabric Tensar	BX 1200
Lime Stabilized Subgrade	6.0"

Subgrade preparation should consist of removing all existing asphalt and base. Then scarify the subgrade to a depth of six (6) inches and stabilize with eight to ten (8-10) percent of hydrated lime. The soil-lime mixture should be compacted to a minimum of 95% of Standard Proctor Density (ASTM D-698). Lime stabilization should conform to Texas Highway Department 2014 Standard Specification Item 260, which describes material and construction methods for the treatment of materials in place.

The base material should be compacted to 95% of the maximum dry unit weight as obtained in the laboratory by means of the ASTM D-1557 Procedure. The compacted limestone base should then be primed with 0.20 gallons per square yard of MC-1 cutback asphalt.

Hot mix asphalt concrete should be placed in accordance with the Texas Highway Department Item 340 Type D Modified, which describes materials, gradation, and construction methods for Hot Mix Asphaltic Pavement.

Note: Existing base can be re-used provided that it be stabilized with 4% cement by weight and re-compacted to 95% by modified proctor ASTM-1557.

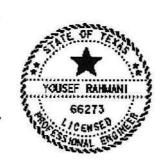
### **LIMITATIONS**

The conclusions and recommendations given in this report are based on the analysis of the data collected for this project. Additive conclusions or recommendations made from this data by others are their responsibility.

Our study is based on the data obtained from soil borings made at the locations shown on borings plan. The nature and extent of variations between borings may become evident during construction. We should be requested to observe exposed conditions. After making these observations, and noting the engineering significance of variations, we will advise you of any changes in recommendations believed appropriate.

We appreciate this opportunity to provide our services to this project. Please let us know if you require additional information. Thank you.

Respectfully submitted for the firm, TBPE Registration No. 4060



### Yousef Rahmani, P.E. President

Encl.: Boring Plan

Boring Logs 1-9

Geotechnical Chart/Symbols

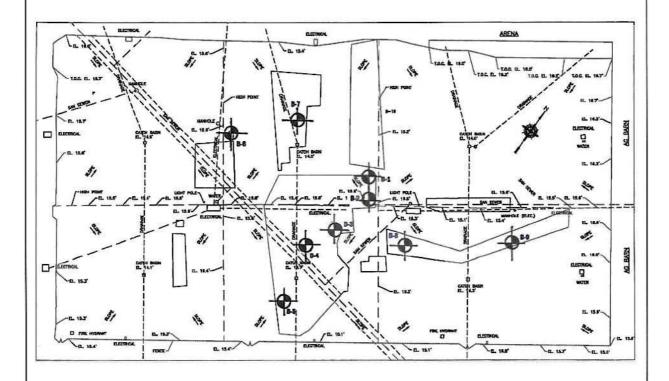
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### Report Number 24102



# FORD PARK PAVING REHABILITATION BEAUMONT, TEXAS

**BORING PLAN** 

**FEBRUARY 2023** 

**NOT TO SCALE** 



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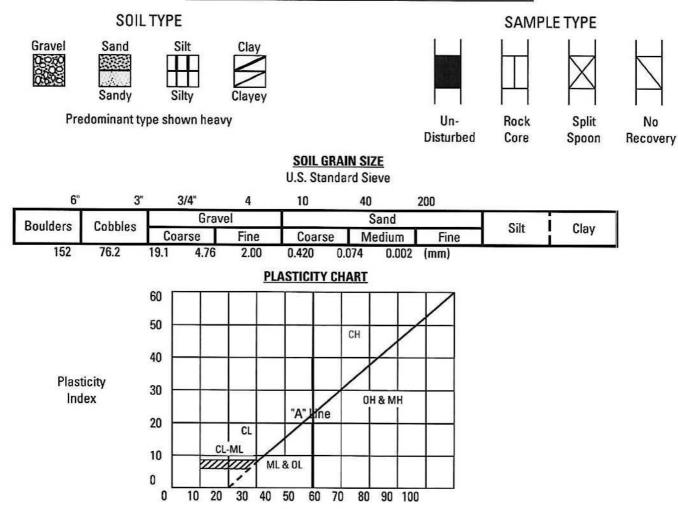
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### **KEY TO SOIL CLASSIFICATION AND SYMBOLS**



<u>c</u>	ONSISTENCY OF	COHESIVE SO	<u>DILS</u>			E DENSITY Onless soils
Penetration Resistance,		Cohesion	Plasticity	Degree of	Penetration Resistance,	Relative
blows per foot	Consistency	<b>TSF</b>	Index	Plasticity	blows per foot	Density
0 - 2	Very Soft	0 - 0.125	0 - 5	None	0 - 4	Very Loose
2 - 4	Soft	0.125 - 0.25	5 - 10	Low	4 - 10	Loose
4 - 8	Firm	0.25 - 0.5	10 - 20	Moderate	10 - 30	Medium Dense
8 - 15	Stiff	0.5 - 1.0	20 - 40	Plastic	30 - 50	Dense
15 -30	Very Stiff	1.0 - 2.0	> 40	Highly Plastic	> 50	Very Dense
> 30	Hard	> 2.0		1900.1		

Liquid Limit

### **INDEX OF SHEETS**

### SHT NO. DESCRIPTION

- 1 TITLE SHEET
- 2 GENERAL NOTES & SPECIFICATIONS
- 3 GENERAL NOTES & SPECIFICATIONS
- 4 GENERAL NOTES & SPECIFICATIONS
- 5 ESTIMATED QUANTITIES
- 6 EXISTING PLAN
- 7 PROPOSED GRADING PLAN
- 8 DETAILS
- 9 FENCING AND BARRICADE PLAN

## JEFFERSON COUNTY ENGINEERING DEPARTMENT

# PLANS OF PROPOSED DOGGETT FORD PARK MIDWAY ASPHALT REHABILITATION





PLAN-MIDWAY @ DOGGETT FORD PARK
SCALE: NTS



JEFFERSON COUNTY
ENGINEERING DEPARTMENT
JEFFERSON COUNTY COURTHOUSE
1145 PEARL STREET, 5TH FLOOR
REALMONT TEVAS 77701

PHONE: (409) 835-8584 FAX: (4(9) 835-8718
PROJECT: DOGGETT FORD PARK

MIDWAY ASPHALT REHABILITATION

SHEET I OF 9 DRW'N. BY: G.K. TITLE SHEET
PROJECT LOCATION

# DIVISION II GENERAL NOTES AND BID ITEM NOTES JEFFERSON COUNTY DOGGETT PARK MIDWAY REHABILITATION

#### General Notes

- 1. The Texas Standard Specifications 2014 will govern all specifications not directly addressed in this document.
- 2. Direct attention to comply with all ordinances and regulations of Jefferson County. A permit for this project will be required from the Jefferson County Environmental Control Department. A permit or permission for construction in the City of Beaumont drainage easement will also be required.
- 3. Temporary erosion, sediment and water control measures shall be required. Erosion control logs are to be utilized at every inlet or discharge point within the affected areas of construction and should remain in place throughout the duration of construction. Contractor will be responsible for removing dirt from the site roads daily to prevent tracking. Any concrete truck washout will be disposed of at the plant.
- 4. Procure all the necessary County permits and licenses before the start of this project. This will not be paid for directly but shall be considered subsidiary to various bid items of the contract.
- 5. Contractor is required to notify and request locates from the Texas One Call System prior to beginning any work. In Texas Call 811 or see the 811 website for information. Additional reference numbers are provided below

AT&T Communications Beaumont, Texas 77701 (409) 839-7030 Randall Jennings	Entergy Distribution North 11th Street Beaumont, Texas 77701 (409) 785-2136 Brian Cross	CenterPoint Energy/Entex 6090 College Street Beaumont, Texas 77707 (409) 860-7113 Tara Hunter
Spectrum 602 N. Hwy 69 Nederland, Texas 77627 (409) 720-5513 Michael Ward	Jefferson County Engineering Dept (409) 835-8584 Michelle Falgout	Doggett Ford Park Cak View Group (409)-291-0157 Lance Rosenberg
Jefferson County Precinct #4 (409)-273-3438 Milton Zachary	City of Beaumont City Engineer 409-880-3725 Molly Villareal	Doggett Ford Park Cak View Group Destin Deleon (409-499-8332

This action does not relieve the Contractor of the responsibilities under the terms of the contract or the plans and specifications. Damage caused by the Contractor's operations shall be repaired and restored to service in a timely manner at no expense to Jefferson County.

- 6. The approximate location of the known underground utility installations is as shown on the plans. Confirm the location of these utility lines and the exact location of any others which may exist. Assume full responsibility for notifying the utility involved in case of conflict or damage and he/she shall be responsible for damage that occurs due to his/her negligence. Remove and dispose of abandoned lines encountered that interfere with the construction of this project. Consider this work to be subsidiary to the various bid items of the contract.
- 7. Allow County forces to enter this project to accomplish such work as shown in the plans and as may be deemed necessary by the Engineer.
- 8. Maintain for the duration of this project, those sections of existing and proposed Midway areas, driveways, walkways, pavements and appurtenances which are to be constructed, reconstructed, modified, or remain in place under this project. Any portion of Midway areas, driveways, walkways, pavements and appurtenances damaged by the contractor's forces shall be repaired by the contractor at his/her expense. This shall include but is not limited to driveways, parking lots, fencing, gates, storm pipes, MH tops, area lighting poles, electrical boxes, water valves/hose bibs, underground electrical, sewer lines and cleanout, fire hydrants, bollards, misc. concrete pads, buildings etc. No payment will be made for this work. County forces will maintain the existing section of streets and its appurtenances not a part of this project except those sections damaged by the Contractor's forces shall be repaired by the Contractor at his entire expense
- 9. Place all equipment and vehicles not in operation behind barriers/fencing when not in use...
- 10. All truck traffic transporting materials to and from the project are to access and depart from the project site utilizing routes approved by the Engineer. Millings, sand, or other approved materials may be used on adjacent surfaces to absorb and therefore minimize tracking of the materials applied during the course of construction. Materials used for absorption shall be maintained for the duration of the project. Upon completion of material applications, dean and dispose of absorption material in accordance with federal, state, and local regulations. This will not be paid for directly but shall be considered subsidiary to various bid items of the contract.
- 11. Assume ownership for all designated waste material and dispose of properly according to all State and Federal rules and regulations.
- 12. Control the dust and tracking caused by construction operations.

- 13. Quality Control for this project will be provided by Raba Kistner. The contractor will contract with Raba Kistner to sample and field test base and asphalt materials in accordance with the test methods provided for, under the appropriate standard specifications for the various items. It is the responsibility of the Contractor to schedule testing with the lab at least 48 hours in advance. If the Contractor schedules quality testing and cancels services, the contractor will be responsible for any charges that occur for cancellation. The payment for the Quality Services will be paid for based on submitted invoices. Invoices submitted to the County for Payment will not be allowed to have any markup.
- 14. If overhead or underground power lines need to be de-energized, contact the electrical service provider to perform this work. Costs associated with de-energizing the power lines or other protective measures required are at no expense to the County. If working near power lines, comply with the appropriate sections of Texas State Law and Federal Regulations relating to the type of work involved.
- 15. Material on hand will not be paid for.
- 16. Anything deemed by the Contractor to be temporarily moved for the work will be done at the approval of the County and will not be paid for directly but will be considered subsidiary to various bid items.
- 17. Maintain adequate drainage throughout the limits of the project during all construction phases. Any dewatering will be responsibility of the Contractor and will be subsidiary to various bid items.
- 18. Construct paving to the grades shown on the plans. Mark all proposed grades at the edges of the asphalt and at grades breaks. Any discrepancies or issues shall be brought to the attention of the County.
- 19. Verify material quantities and dimensions prior to ordering materials.
- 20. Computation for bid quantities will be available upon contractor's request.
- 21. The Contractor will establish the project control point, points, or tangency Pl's (points of intersection), point of curvature (PC, Pl, and PT) and bench marks at the beginning and end of the project on the plan view only. Contractor shall establish and maintain these points throughout construction. There will be no separate payment for this work, but it shall be considered subsidiary to various bid items.
- 22. Schedule work so as to prevent undue delay caused by wet weather.
- 23. When design details are not shown in the plans, provide barricades and temporary fencing conforming to the latest "Standard Highway Sign Designs for Texas" manual.
- 24. All materials, labor and incidentals required for the contractor to provide for traffic across site for temporary ingress and egress shall be furnished by the contractor at no additional cost to the County and shall be considered as incidental to the various bid items.
- 25. The Contractor will notify the Engineer 48 hours in advance of expected completion of the cement stabilized base work. The Engineer will inspect the base, receive quality testing and approve of the base prior to the placement of asphalt.
- 26. Contractor shall perform any handwork necessary around bollards, fire hydrants, utility islands, light pole foundations, flush utility pads, electrical box pads, existing concrete sidewalks/driveways, building foundations, etc. to attain the design section. The hand work necessary will not be paid for directly but will be subsidiary to all of the applicable bid items.

Bid Item Notes:

### ITEM 5: CONTROL OF WORK

1. Station/mark the project and verify locations of work and area slopes with Engineer prior to the commencing of work. Mark ground elevations as noted on the plans. Maintain grades/slopes throughout the duration of the project. Consider this work to be subsidiary to the various bid items of the contract. Provide all surveying for the control of work.

### ITEM 7: LEGAL RELATIONS AND RESPONSIBILITIES

1. Furnish all materials, labor and incidentals required to provide for traffic across the street and for temporary ingress and egress to private property in accordance with article 7.7 of the standard specifications at no additional cost to the County. Consider this work to be subsidiary to the various bid items of the contract.



JEFFERSON COUNTY
ENGINEERING DEPARTMENT
JEFFERSON COUNTY COURTHOUSE
II49 PEARL STREET, 5TH FLOOR
BEAUMONT, TEXAS 77701
(409) 835-8584 FAX: (409) 835-8718

PROJECT: DOGGETT FORD PARK
MIDWAY ASPHALT REHABILITATION

SHEET 2 OF 9
DRW'N. BY:

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GENERAL NOTES AND SPECIFICATIONS

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2. If needed, maintain the roadway slope stability. Temporary retaining structures or shoring may be required. Before installing any proposed temporary retaining structures or shoring, secure written approval. Submit design calculations, working drawings and a plan of operations including sequencing. Maintaining slope stability is subsidiary to the various bid items.

### ITEM 8: PROSECUTION AND PROGRESS

- 1. Compute and charge working days in accordance with Article 8.3.1.5., "Calendar Day".
- 2. Gather information and direct attention to the aspects of adjoining projects that may be in the progress during the construction of a portion of this project. Plan and prosecute the sequence of construction and the traffic control plan with adjacent construction projects so as not to interfere with or hinder the completion of the work in progress on the adjoining projects. Coordinate projects to ensure an uninterrupted flow of traffic.

### ITEM 9: MEASUREMENT AND PAYMENT

- 1. All items will be measured per TXDOT Specifications unless otherwise noted.
- 2. The Contractor shall submit all tickets, As-Built drawings and an updated schedule with each pay request.
- 3. The County will withhold a 10% retainage from each pay request.

#### ITEM 110 - EXCAVATION

- 1. Material generated from excavation activities, free from contaminants, shall be hauled and stockpiled on site at a County designated location. Excavation shall be performed according the TXDOT Item 110.
- 2. Quantity of this Item shown in the plans, only includes the quantity of material for this bid item. Excavation for this item is a plan quantity. Any other excavation (hand or machine) quantities will be subsidiary to other applicable bid items.
- 3. Hauling and stockpiling of all excavated materials will be subsidiary to this or other bid items.
- 4. After excavation, proof roll the surfaces to be cement stabilized. Proof rolling will not be paid for directly but shall be considered subsidiary to various bid items of the contract.

### ITEM 251: REWORK BASE COURSES -

1. After excavation of the surface materials, scarify existing Midway Area remaining surface and existing base materials to the depth shown on the plans and specifications and according to TXDOT Item 251. Scarify and perform any grading, watering, etc. of the surface necessary for prep for Cement Stabilization of base. Materials may include limestone, asphalt and clay materials. See Geotech Report included as an attachment to this document.

### ITEM 275: CEMENT TREATMENT (ROAD-MIXED)

- 1. This item shall be performed according to TXDOT item 275 and will include all necessary work for cement application, including but not limited to mixing of the cement into the existing material at the rate shown on the plans, compacting, watering to maintain moisture, grading and microcracking. Cement applied shall be in slurry form
- 2. Geotech shall test and approve of the Cement treated base prior to placement of prime.

### BID ITEM 300 - AEP PRIME

- 1. Prime shall not be applied until the base prep has been reviewed and approved by the Geotechnical Engineer and the County Engineer.
- 2. Prime Coat shall be AEP. Distribute Prime smoothly and evenly at an estimated rate of 0.25 gallons per square yard. Actual amount used will be adjusted as necessary in the field according to conditions and in consultation with the County Engineer. Prime will be paid for by the gallon applied and paid by ticket.

### ITEM 340 - DENSE-GRADED HOT-MIX ASPHALT (SMALL QUANTITY)

- 1. Type "C" Dense Graded Hot Mix Asphalt shall be placed according to the plans and specifications according to TXDOT Item 340. The use of RAP materials in the mix design will be allowed at a max of 20%. Asphalt binder shall be PG 70-22.
- 2. Contractor shall provide and place tack where new asphalt is placed against on sides of concrete slabs, foundations, sidewalks, driveway, other concrete structures, or asphalt driveways and any other location required by good practices. This shall not be paid for directly but will be subsidiary to this bid item.
- 3. Contractor shall protect existing concrete surface from oil and staining from the new prime and asphalt placement. This shall not be paid for directly but will be subsidiary to this bid item.

### ITEM 351: SOFT SPOT SUBGRADE REPAIR (ONLY AS DIRECTED BY ENGINEER)

1. Repair soft subgrade areas only as directed by the Engineer. Identified soft spots shall be excavated a minimum 9 inches and backfilled and compacted in lifts with TXDOT limestone base. This item may or may not be used.

### ITEM 500: MOBILIZATION

- 1. Establish and remove offices, plants, and facilities. Move personnel, equipment, and supplies to and from the project or the vicinity of the project site to begin work or complete work on Contract Items. Bonds and insurance are required for performing mobilization.
- 2. Mobilization shall not exceed three (3) percent of the total construction items amount prior to the cost of mobilization being added.

### ITEM 502: BARRICADES AND TRAFFIC/PEDESTRIAN HANDLING

- 1. Furnish and maintain safety fencing to the limits shown on the plans during the entire duration of work. Secure safety fencing to existing fencing and hand rail as shown on the plans.
- 2. Contractor to place and maintain barricades to the limits shown on the plans from December 10 to December 14th for Doggett Ford Park Function. Barricades will be provided by Doggett Ford Park and the County.
- 3. Furnish and maintain the barricades and warning signs, including the necessary temporary and portable traffic control devices, during the various phases of construction. Place and construct these barricades and warning signs in accordance with the latest "Texas Manual on Uniform Traffic Control Devices for Streets and Highways" for typical construction layouts.
- 4. Furnish additional barricades and signs to maintain traffic and motorists' safety when directed by the Engineer. Consider payment for these additional signs and barricades subsidiary to Item 502.
- 5. Cover work zone signs when work related to the signs is not in progress, or when any hazard related to the signs no longer exists.
- 6. Keep the delineation devices, signs, and pavement markings clean. This work is subsidiary to the Item, "Barricades, Signs, and Traffic Handling".
- 7. Do not mount signs on drums or barricades, except those listed in the latest Barricades and Construction standard sheets.
- Use traffic cones for daytime work only. Replace the cones with plastic drums during nighttime hours.
- Construct all work zone signs, sign supports, and barricades from material other than wood unless approved by the engineer.
- 10. Galvanize steel supports if used. Aluminum posts, if used, shall meet the following minimum thickness requirements:

Square Feet Minimum Thickness
Less Than 1.5 0.080 Inches
1.5 To 7.5 0.100 Inches
Greater Than 7.5 0.125 Inches

- 11. Any changes to the traffic control plan must be approved in writing by the Engineer. Submit the revised plan for approval to the Engineer.
- 12. The Contractor shall include a schedule of street closure dates in the Traffic Control Plan. Contact the Engineer and Doggett Ford Park 72 hours in advance of closures and detours.
- 13. It is the responsibility of the Contractor to notify the Engineers Office and Doggett Ford Park of work to be performed 48 hours in advance.
- 14. The approval by the engineer of the method and procedure the contractor plans to use to handle or detour traffic will not relieve the contractor of his responsibility for the protection of the traveling public.
- 15. Use drums or vertical panels instead of cones as traffic control devices.

JEFFERSON COUNTY
ENGINEERING DEPARTMENT
JEFFERSON COUNTY COURTHOUSE
II45 PEARL STREET, 5TH FLOOR
PHONE: (409) 835-8544

FAX: (409) 835-8718

PROJECT: DOGGETT FORD PARK

MIDWAY ASPHALT REHABILITATION

SHEET 3 OF 9

DRW'N. BY:

G.K.

GREET

GENERAL NOTES

AND SPECIFICATIONS

. 03

- 16. The Contractor shall submit to the County, prior to start of any construction work, a hauling truck and construction vehicles route plan. This route plan shall show streets to be taken for trucks and vehicles either empty or hauling materials going in or out the construction areas scope of work. The Streets that are to be used as truck and vehicle routes shall be truck loads roadway bearing pavements. Upon approval of the Engineer, this truck routing plan will be strictly implemented. Any changes that is required as construction phases progresses will be reviewed and approved by the Engineer. This work will not be measured or paic for separately but will be considered subsidiary to this pay item.
- 17. Provide flaggers at each side-road intersection and ensure they have communication with the flaggers controlling the movement of traffic on the highway.

### ITEM 506: TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS

- 1. This item will not be paid for directly but considered subsidiary to various bid items.
- 2. Temporary erosion, sediment and water control measures shall be required.
  - a. Erosion control logs are to be utilized at every inlet or discharge point within the affected areas of construction and should remain in place throughout the duration of construction.
  - b. Contractor will be responsible for removing dirt from the roads daily to prevent tracking.
  - c. Contractor shall police the construction area at the end of each day and remove and containerize all trash
  - d. Pumped stormwater shall be channeled through a rock berm, erosion control log or other method to help prevent excessive discharge of silt.

END OF DIVISION II
GENERAL NOTES AND BID ITEM NOTES



JEFFERSON COUNTY ENGINEERING DEPARTMENT JEFFERSON COUNTY COURTHOUSE 1149 PEARL STREET, 5TH FLOOR BEAUMONT, TEXAS 77701

PROJECT: DOGGETT FORD PARK

MIDWAY ASPHALT REHABILITATION

SHEET 4 OF 9 SHEET

DRW'N. BY:

G.K.

CHK'D. BY:

GENERAL NOTES AND SPECIFICATIONS 04

# JEFFERSON COUNTY DOGGETT FORD PARK MIDWAY REHABILITATION PROJECT QUANTITIES

### **General Site Information**

SQUARE YARDS OF SURFACE (SY)

EXCAVATION (INCHES)

LIME STABILIZATION (INCHES)

8.0

HMAC (INCHES)

2.25

		<i>,</i>		2.00
Bid Item	TXDOT Item	BID ITEM DESCRIPTION	Estimated Quantities	Unit
1	500	MOBILIZATION (MAX 3%)	1	LS
2	110	EXCAVATION Excavate existing surface and base- (2.25" DEPTH) Stockpile on site	2494	CY
3	251	REWORKING BASE COURSE (8" DEPTH)	39900	SY
4	275	CEMENT TREATED SUBGRADE (Site Mixed 8" deep) 8% (SY)	39900	SY
5	300	AEP PRIME (0.25 GALLONS/SY)	9975	GAL
6	340	DENSE GRADED HOT-MIX ASPHALT 2 inches thick, PG 70-22 (20% RAP Allowed)	4608	TON
7	351	FLEXIBLE PAVEMENT SUBRADE REPAIR	400	SY
8	502	BARRICATES AND TRAFFIC/PEDESTRIAN HANDLING	1	LS



JEFFERSON COUNTY ENGINEERING DEPARTMENT JEFFERSON COUNTY COURTHOUSE 1145 PEARL STREET, STIF FLOOR BEAUMONT, TEXAS 77701 SEL (4/09) 835-858/

PROJECT: DOGGETT FORD PARK
MIDWAY ASPHALT REHABILITATION

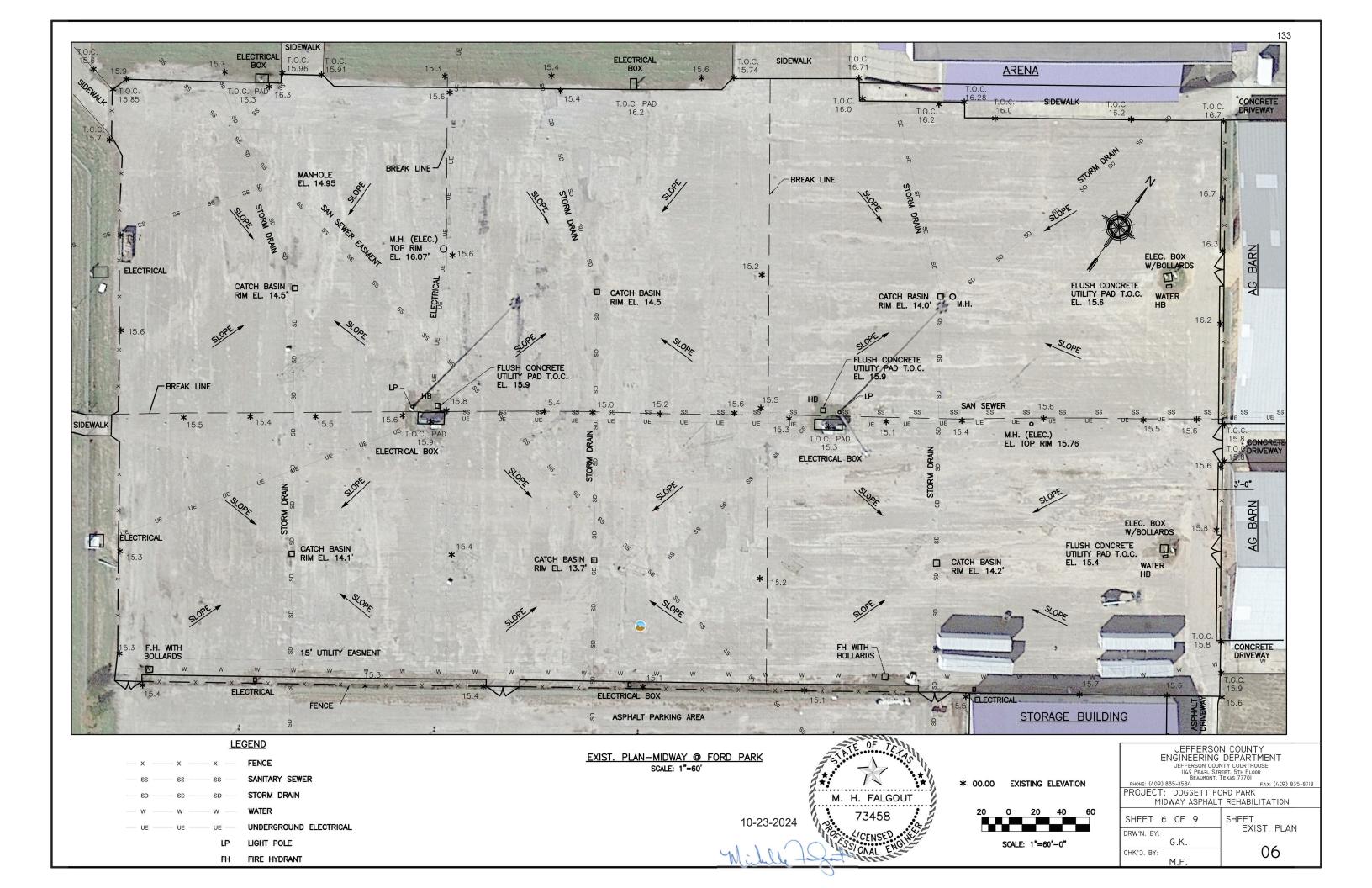
SHEET 5 OF 9 SHEET

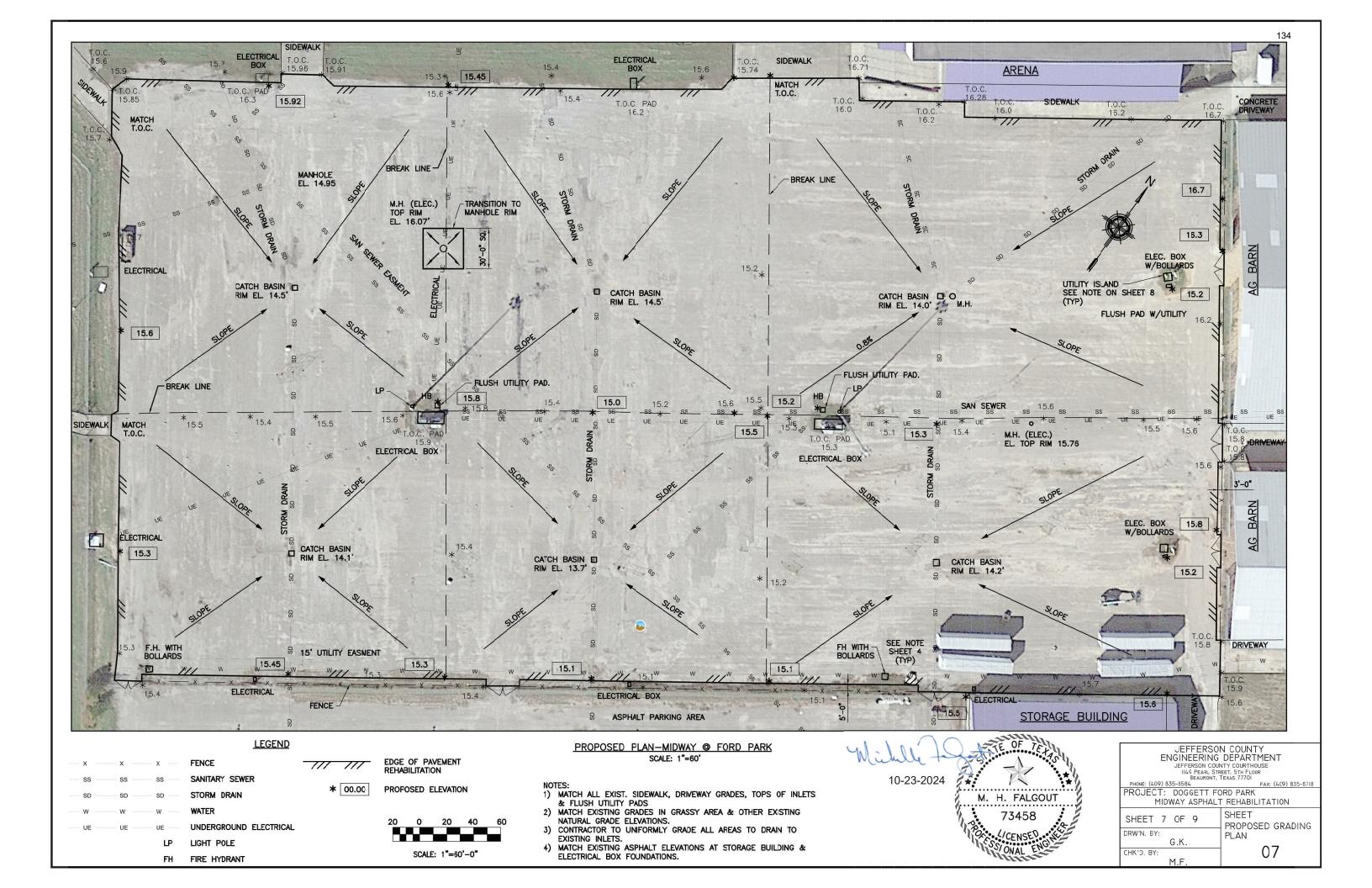
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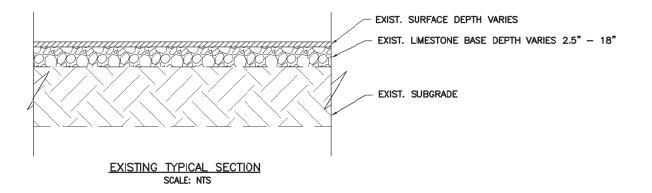
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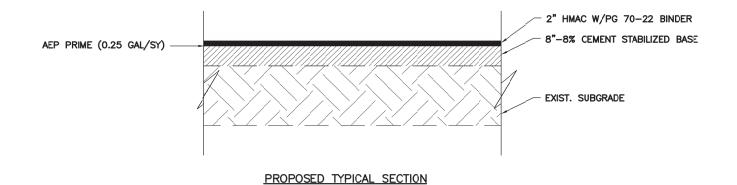
QUANTITIES

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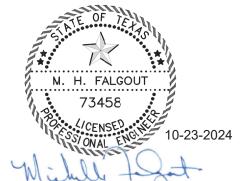


SCALE: NTS

- NOTES:

  1) SEE GEOTECHNICAL REPORTS FOR EXISTING MATERIALS
  INFORMATION.

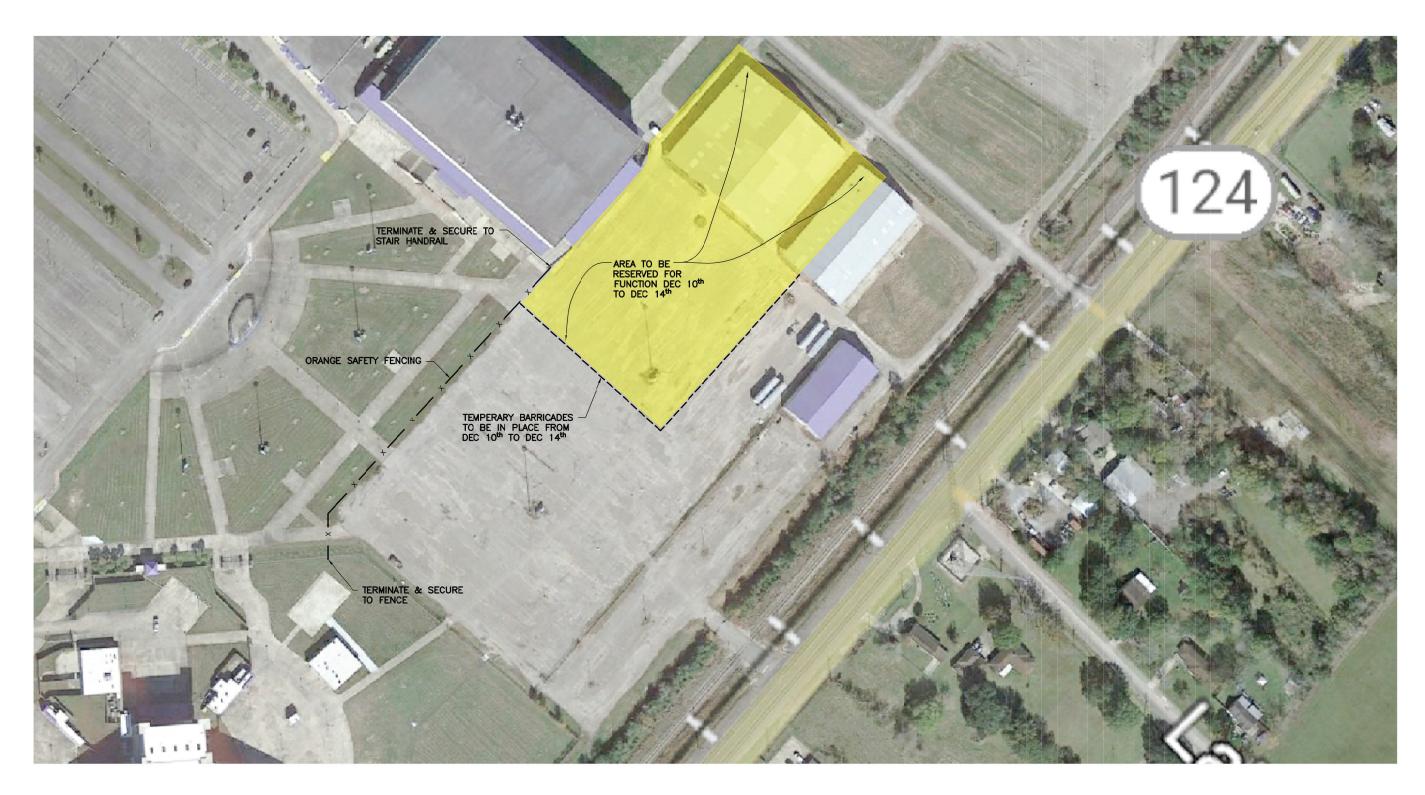
  2) CONTRACTOR SHALL PERFORM ANY HAND WORK NECESSARY TO
  PROVIDE THE REQUIRED SECTIONS AROUND ALL UTILITY ISLAND
  AREAS, FIRE HYDRANTS, BOLLARDS, ELECTRICAL PADS, LIGHT
  POLE STANDS, BUILDING FOUNDATIONS, ETC.



JEFFERSON COUNTY
ENGINEERING DEPARTMENT
JEFFERSON COUNTY COURTHOUSE
II45 PEARL STREET, 5TH FLOOR
BEAUMONT, TEXAS 77701
PHONE: (409) 835-8584
FAX: (409) 835-8718
PROJECT: DOGGETT FORD PARK
MIDWAY ASPHALT REHABILITATION

SHEET 8 OF 9 DRW'N. BY: G.K. CHK'D. BY:

**DETAILS** 80

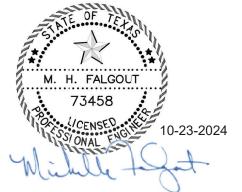


NOTES:

1) CONTRACTOR TO PROVIDE ORANGE SAFETY FENCING TO THE LIMITS SHOWN. SAFETY FENCE TO REMAIN IN PLACE DURING ENTIRE PROJECT FROM MOB TO DEMOB.

2) CONTRACTOR TO PROVIDE TEMPORARY BARRICADES TO THE APPROXIMATE LIMITS SHOWN FOR RESERVED AREA FUNCTION. RESERVED AREA INCLUDES DRIVEWAYS AG BARNS AS NOTED.

### PLAN-TEMPERARY FENCING AND BARRICADES SCALE: NTS



JEFFERSON COUNTY
ENGINEERING DEPARTMENT
JEFFERSON COUNTY COURTHOUSE
IIA5 PEARL STREET, 5TH FLOOR
BEAUMONT, TEXAS 77701
PHONE: (409) 835-8584
FAX: (409) 835-8718
PROJECT: DOGGETT FORD PARK
MIDWAY ASPHALT REHABILITATION

SHEET 9 OF 9 DRW'N. BY: G.K.

FENCING AND BARRICADE PLAN 09

CHK'D. BY:

### **CONTRACT**

THIS AGREEMENT made this 29-th day of 000 ber, 2024, by and between

<u>SETEX Construction Corporation</u>, a Corporation organized and existing under the laws of the State of <u>Texas</u> hereinafter called the "Contractor" and <u>Jefferson County</u>, <u>Texas</u>, hereinafter called the "Owner".

### WITNESSETH:

That the Contractor and the Owner for the consideration stated herein mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, incidentals and service including utility and transportation services and perform and complete all work required for the **Jefferson County 2024 Concrete Road Repair** in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price. The Owner will pay the Contractor, because of his performance of the Contract, for the total quantities of work performed at the lump sum and unit prices stipulated in the Proposal for the Total Bid, not to exceed a total contract value of: \$175,100.00 subject to additions, and deductions as provided in the Section entitled "Change Order" under "General Conditions of Bidding and Terms of Contract".

ARTICLE 3. Contract Time. The Contractor agrees to begin work within ten (10) calendar days after issuance by the Owner of a "Notice to Proceed" and to complete the work within forty (40) consecutive calendar days thereafter (except as modified in accordance with the "General Conditions of Bidding and Terms of Contract" of these Contract Documents).

ARTICLE 4. Contract. The executed Contract Documents shall consist of the following:

THIS CONTRACT DOCUMENT (Pages 1-2) Executed, Dated and Attested.

ATTACHMENT A (Pages A.1-A.96) Bid Specifications, Addendum No. 1 and Addendum No. 2

ATTACHMENT B (Pages B.1-B.98) Contractor's Bid Submission

ATTACHMENT C (Pages C.1-C17) Required Bidder Documentation

Bid Surety
Certificate of Insurance
Performance and Payment Bonds
Texas Ethics Commission (TEC Form 1295)
System for Award Management (SAM) Proof of Registration

This Agreement together with other Documents enumerated in this Article 4, which said other Documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract between the parties hereto. In the event that any provisions in any component part of this Contract conflicts with any provision of any other component part, the conflict shall be resolved by the Engineer whose decision shall be final.

ARTICLE 5. Surety. The Surety on the Performance-Payment Bond shall be a surety company of financial resources satisfactory to the Owner, authorized to do business in the State of Texas, and shall comply with applicable Texas laws.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in four (4) counterparts, each of which shall be considered an original on the day and year first above written.

SETEX Construction Corporation (Contractor)	<u>Jefferson County, Texas</u> (Owner)
By: Nathan Rivers	By: Jeff Branick p
Signature: M	Signature:
Title: President	Title: County Judge
Date: October 23, 2024	Date: 10) 29 12024
ATTEST: Rhely	ATTEST: Roxanne Acosta Hellberg
	County Clerk
	JEFFER SON COUNTY COUNT

### LEGAL NOTICE Advertisement for Invitation for Bids

September 17, 2024

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid (IFB 24-058/MR) Jefferson County 2024 Concrete Road Repair Project. Specifications for this project may be obtained from the Jefferson County website, <a href="https://www.co.jefferson.tx.us/Purchasing/">https://www.co.jefferson.tx.us/Purchasing/</a> 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: Jefferson County 2024 Concrete Road Repair Project

BID NUMBER: IFB 24-058/MR

DUE BY TIME/DATE: 2:00 pm CT, Tuesday, October 8, 2024

MAIL OR DELIVER TO: Jefferson County Purchasing Department

1149 Pearl Street, 1st Floor Beaumont, Texas 77701

There will be a Mandatory Pre-Bid Conference and Walk-Through at 2:00 PM CT on Wednesday, September 25, 2024, at the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701.

The County shall require the Bidder to furnish a Bid Security in the amount of five percent (5%) of the total contract cost. The bid bond must be executed with a surety company authorized to do business in the State of Texas.

Within ten (10) days after the date of contract execution and prior to the issuance of Notice to Proceed and/or Purchase Order, the Bidder shall furnish the following bonds: Performance Bond to the County for the full amount of the contract if the contract exceeds one hundred thousand dollars (\$100,000). Payment Bond to the County for the full amount of the contract if the contract exceeds twenty-five thousand dollars (\$25,000.00).

Any questions relating to these bid requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: <a href="mailto:mistey.reeves@jeffcotx.us">mistey.reeves@jeffcotx.us</a>. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: <a href="mailto:deb.clark@jeffcotx.us">deb.clark@jeffcotx.us</a>.

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 <u>will result</u> in a response being declared as non-responsive.

PUBLISH:

Beaumont Enterprise & Port Arthur News: September 18, 2024 & September 25, 2024

The Examiner:

September 19, 2024

Deborah L. Clark, Purchasing Agent Jefferson County, Texas

Debrah Clark

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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, <u>in its entirety</u>. 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. <a href="https://www.co.jefferson.tx.us/Purchasing/">https://www.co.jefferson.tx.us/Purchasing/</a></a>

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

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 <u>must</u> 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-DETERIMINATION.

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 <u>90</u> 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 a 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 <a href="https://www.co.jefferson.tx.us/Purchasing/">https://www.co.jefferson.tx.us/Purchasing/</a> 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 (<u>in writing on the included Bid Form</u>), 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. SMALL, MINORITY & WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of Jefferson County to increase the participation of Small, Minority (MBE) and women-owned (WBE) businesses 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.

Minority owned business may be eligible for contract procurement assistance with public and private sector entities from MBDA Centers

#### **Dallas Fort Worth MBDA Business Center**

8828 N. Stemmons Freeway, Ste. 550 B Dallas, TX 75247 214-920-2436

Website: <a href="https://www.mbdadfw.com">https://www.mbdadfw.com</a>
Email: <a href="mailto:admin1@mbdadallas.com">admin1@mbdadallas.com</a>

#### **El Paso MBDA Business Center**

2401 East Missouri Avenue El Paso, TX 79903 915-351-6232

Website: https://www.mbda.gov/business-center/el-paso-mbda-business-center

Email: treed@ephcc.org

## **Houston MBDA Business Center**

3100 Main Street, Ste. 701 Houston, TX 77002 713-718-8974

Website: https://www.mbda.gov/business-center/houston-mbda-business-center

Email: mbda@hccs.edu

# San Antonio MBDA Business Center

501 W. Cesar E. Chavez Blvd., Ste. 3.324 B San Antonio, TX 78207

210-458-2480

Website: <a href="https://www.mbda.gov/business-center/san-antonio-mbda-business-center">https://www.mbda.gov/business-center/san-antonio-mbda-business-center</a>

Email: <u>Jacqueline.jackson@utsa.edu</u>

Small and woman-owned business may be eligible for assistance from U.S. Small Business Administration (SBA):

Website: <a href="https://www.sba.gov/local-assistance">https://www.sba.gov/local-assistance</a>

## **Dallas/Fort Worth District Office**

150 West Parkway, Ste. 130

Euless, TX 76040 817-684-5500

Website: <a href="https://www.sba.gov/district/dallas-fort-worth">https://www.sba.gov/district/dallas-fort-worth</a>

Email: <u>dfwdo.email@sba.gov</u>

#### **El Paso District Office**

211 N. Florence St, Ste. 201

El Paso, TX 79901 915-834-4600

Website: <a href="https://www.sba.gov/district/el-paso">https://www.sba.gov/district/el-paso</a>

Email: Suzanne.aguirre@sba.gov

#### **Houston District Office**

8701 S. Gessner Dr, Ste. 1200 Houston, TX 77074

713-773-6500

Website: <a href="https://www.sba.gov/district/houston">https://www.sba.gov/district/houston</a>

Email: houston@sba.gov

# **Lower Rio Grande Valley District Office**

2422 E. Tyler Ave, Suite E Harlingen, TX 78550 956-427-8533

Website: https://www.sba.gov/district/lower-rio-grande-valley

Email: <a href="mailto:lrgvdo.email@sba.gov">lrgvdo.email@sba.gov</a>

## San Antonio District Office

615 E. Houston St, Ste 298 San Antonio, TX 78205

210-403-5900

Website: <a href="https://www.sba.gov/district/san-antonio">https://www.sba.gov/district/san-antonio</a>

Email: <a href="mail@sba.gov">sado.email@sba.gov</a>

#### **West Texas District Office**

1205 Texas Ave, Room 408 Lubbock, TX 79401 806-472-7462

Website: https://www.sba.gov/district/west-texas

Email: <u>lubdo@sba.gov</u>

HUB certification information can be found at:

#### **Statewide Procurement Division HUB Program**

P.O. Box 13528 Austin, TX 78711

512-463-5872 or 888-863-5881

Website: https://comptroller.texas.gov/purchasing/vendor/hub

Email: statewidehubprogram@cpa.texas.gov

PROPOSER: INSERT HUB, SBE, MBE or WBE Certification behind this page.

# 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	
>\$250,000 (Simplified Acquisition Threshold)	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.	2 CFR 200 APPENDIX II (A)	
>\$10,000	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.	2 CFR 200 APPENDIX II (B)	
None	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."  41 CFR 60-1.4 Equal opportunity clause.  (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:  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, the following equal opportunity clause:  During the performance of this contract, the Contractor agrees as follows:  (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, b	2 CFR 200 APPENDIX II I and 41 CFR §60-1.4(b)	

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

- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in

- Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

The [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.

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.

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.

>\$2,000

Davis-Bacon Act, as amended ( $\underline{40~U.S.C.~3141-3148}$ ). 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 ( $\underline{40~U.S.C.~3141-3144}$ , and  $\underline{3146-3148}$ ) as supplemented by Department of Labor regulations ( $\underline{29~CFR~Part~5}$ , "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.	
	<u>3145</u> ), as supplemented by Department of Labor regulations ( <u>29 CFR Part 3</u> ,	
	"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.	
	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	
4.00.000	and laborer on the basis of a standard work week of 40 hours. Work in excess	
>\$100,000	of the standard work week is permissible provided that the worker is	2 CFR 200
	compensated at a rate of not less than one and a half times the basic rate of pay	APPENDIX II (E)
	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.	
	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	2 CFR 200
None	"funding agreement," the recipient or subrecipient must comply with the	APPENDIX II (F)
	requirements of <u>37 CFR Part 401</u> , "Rights to Inventions Made by Nonprofit	/ (( ) E( ( ) ) ( ( )
	Organizations and Small Business Firms Under Government Grants, Contracts	
	and Cooperative Agreements," and any implementing regulations issued by the	
	awarding agency.	
>\$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) 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	0.050.000
	award to agree to comply with all applicable standards, orders or regulations	2 CFR 200
	issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal	APPENDIX II (G)
	I Water Pollution Central Act as amended (22 LLS C 1251 1207) Violations must	
	Water Pollution Control Act as amended ( <u>33 U.S.C. 1251-1387</u> ). Violations must	
	be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	

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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)
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
Con 2 CER 5200 216	APPENDIX II (J) 2 CFR 200
See 2 CFN 9200.216.	APPENDIX II (K)
See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
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
<ul> <li>§135.38 Section 3 clause</li> <li>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</li> <li>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.</li> <li>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.</li> </ul>	
	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.  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, 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.  See 2 CFR §200.323.  See 2 CFR §200.323.  See 2 CFR §200.322.  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 recove

- 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.
- 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.
- 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.
- 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.
- 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).

None

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:

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (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

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	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).  (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).  (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.  (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.  (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.  (c) See Public Law 115-232, section 889 for additional information.  (d) See also § 200.471.	
None	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:  (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.  (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	2 CFR 200.322(a)(b)(1) (2)
None	concrete; glass, including optical fiber; and lumber.  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.	2 CFR 200.112

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None	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.	2 CFR 200.336
None	Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.  (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.  (b) Affirmative steps must include:  (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;  (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;  (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;  (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;  (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  (6) Requiring the prime Contractor, if subcontracts are to be let, to take the	2 CFR 200.321
None	affirmative steps listed in paragraphs (b)(1) through (5) of this section.  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 entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:  (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.  (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.  (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.	2 CFR 200.334

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	(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.  (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.  (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).  (1) If submitted for negotiation. 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.  (2) If not submitted for negotiation. 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.	
None	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.	Texas Government Code 2252.152
>\$100,000	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:  (a) This section applies only to a contract that:  (1) is between a governmental entity and a company with 10 or more full-time employees; and  (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.  (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:	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	The contract award is contingent upon the receipt of federal funds. If no such	Optional
awarded prior to Grant	funds are awarded, the contract shall terminate.	Optional
Award		
	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,	Section 504 of the
	solely by reason of his/her disability, be denied the benefits of, or be subjected	Rehabilitation Act
	to discrimination, including discrimination in employment, under any program	of 1973, as
	or activity receiving federal financial assistance.	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.

•	certifies or affirms the truthfulness and accuracy of each y. In addition, the Contractor understands and agrees that the nedies for False Claims and Statements, apply to this certification
Signature of Contractor's Authorized Official	
Name and Title of Contractor's Authorized Official	
Data	

**REQUIRED FORM** 

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

# **DEBARMENT/SUSPENSION CERTIFICATION**

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

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

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

The Contractor	certifies or affirms by your signature that neither you nor
from participation in this transaction by any federal	posed for debarment, declared ineligible, or voluntarily excluded department or agency.
Signature of Contractor's Authorized Official	
Name and Title of Contractor's Authorized Official	
Data	

**REQUIRED FORM** 

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

## 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 Offi	icial
Date	

**REQUIRED FORM** 

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

# **SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS**

The following requirements and instructions supersede General Requirements where applicable.

#### 1. SUBMISSION OF BID.

#### Bidder is Responsible for Submitting:

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

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

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

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

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, 1<sup>st</sup> Floor Beaumont, TX 77701

<u>BID PACKAGING</u>: Bidder shall submit response in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope of 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 2:00 pm CT, Tuesday, October 8, 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.

<u>COURTHOUSE SECURITY</u>: 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):**

(Monday)	Martin Luther King, Jr. Day
(Friday)	Good Friday
(Monday)	Memorial Day
(Wednesday)	Juneteenth
(Thursday)	Independence Day
(Monday)	Labor Day
(Monday)	Veteran's Day
(Thursday & Friday)	Thanksgiving
(Wednesday & Thursday)	Christmas
(Wednesday)	New Year's
	(Friday) (Monday) (Wednesday) (Thursday) (Monday) (Monday) (Thursday & Friday) (Wednesday & Thursday)

# <u>Submissions During Time of Inclement Weather, Disaster, or Emergency:</u>

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.

There will be a Mandatory Pre-Bid Meeting and Walk-Through on Wednesday, September 25, 2024, at 2:00 PM CT, at the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701.

## 3. QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to **Mistey Reeves**, **Assistant Purchasing Agent** at: <a href="mistey.reeves@jeffcotx.us">mistey.reeves@jeffcotx.us</a>. If no response in 72 hours, contact **Deborah Clark**, **Purchasing Agent** at: <a href="mistey.reeves@jeffcotx.us">deb.clark@jeffcotx.us</a>. The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, Monday, September 30, 2024.

# 4. VENDOR REGISTRATION (System for Award Management).

Vendors doing business with Jefferson County are <u>required</u> 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: <a href="https://www.sam.gov">https://www.sam.gov</a>

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 <u>initially</u> 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) <u>prior</u> 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) SUBMISSSION 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** <u>hard copy</u> (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department <u>with bid submission.</u>

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 32**.

#### 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?

<u>Answer</u>: 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 <u>not</u> 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

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** OFFICE USE ONLY 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. 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 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. **JEFFERSON COUNTY, TEXAS** Provide the identification number used by the governmental entity or state agency to track or identify and provide a description of the services, goods, or other property to be provided upon the contract. identify the contract, VENDOR: ENTER BID/PROPOSAL/CONTRACT/AGREEMENT REF# AND TITLE HER Nature of Interest (check applicable) City, State, Country Name of Interested Party (place of business) Controlling Intermediary St www ex VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIE VENDOR: WORKERS (OR NON-OWNERS) X COMPANY ARE INTERMEDIARY PARTIES **CHECK BELOW IF APPLICABLE** Check only if there VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION. and my date of birth is (street) (city) (zip code) (country) penalty of perjury that the foregoing is true and correct. County, State of \_ (month) (vear) Signature of authorized agent of contracting business entity (Declarant) ADD ADDITIONAL PAGES AS NECESSARY

VENDOR: FORM 1295 MUST BE COMPLETED/SUBMITTED ON TEXAS ETHICS COMMISSION WEBSITE. HARD COPY OF

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.** 

#### 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, 7<sup>th</sup> 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 <u>refer to Section 10 above</u>.
- 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.
- 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 24-058/MR) Jefferson Count	y 2024 Concrete Road Repair Project
Bidder's Company/Business Name:	
Bidder's TAX ID Number:	
If Applicable: HUB 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 7in Code	<del></del>

REQUIRED FORM

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

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 Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: <a href="mistey.reeves@jeffcotx.us">mistey.reeves@jeffcotx.us</a>. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: <a href="mailto:deb.clark@jeffcotx.us">deb.clark@jeffcotx.us</a>. Please reference Bid Number: IFB 24-058/MR.

# **GENERAL CONSIDERATIONS**

It is the intent of the Contract Documents to provide the requirements and specification for the construction associated with Jefferson County 2024 Concrete Road Repair Project which generally includes but is not limited to: tree removal, removal and replacement of concrete pavement, subgrade and base installation, concrete curb installation, and all other work related to concrete pavement repair as called out in the plans and specifications on **Diamond D Drive** and **Walker Lane** in Jefferson County. Plans are shown in Attachment A on pages 71-88.

The project requires that the construction be completed and ready for use by the Owner in the time specified in this document. The contractor shall begin work within 10 calendar days of the Notice of Award. The contractor will complete all work on this project within 40 calendar days of the first day of construction. CONTRACTOR TO PERFORM ALL WORK AS INDICATED. This contract shall provide for the necessary labor, overhead, supervision, equipment, tools, materials, and all other related construction items necessary for the proposed project all in strict accordance with the construction plans and specifications.

Contractor will be responsible for all permits, labor, equipment, materials, supplies and clean up for this project. Contractor will be responsible for any damages caused by contractor.

# **GENERAL SUMMARY OF WORK:**

The general summary of Concrete repair work for both Walker Lane and Diamond D Drive includes but is not limited to the following:

- Removal of trees from the County ROW as shown on plans (specific to Walker Lane only)
- Existing Concrete Paving and Curb Removal
- Excavation, subgrade prep and placement of structural fill
- Placement of flexible base
- Placement of High Early Strength (HES) Concrete pavement including all joint placement, joint cutting, sealing and concrete finishing
- Install concrete curbing
- Placement of sodding
- Install concrete downspout pads on Diamond D Drive
- Provide, install, move, replace, maintain, clean, and remove all traffic control devices shown in a Contractor developed Traffic Control Plan. Contractor responsible for all Barricades, signs and traffic handling which must conform to TXDOT specifications and TMUTCD.
- Install, maintain, and remove erosion, sedimentation, and environmental control measures to prevent or reduce the discharge of pollutants as shown or described on the plans.

# **CONDITIONS ALONG THE ROUTE:**

- The proposed improvements may cross or parallel various gas lines, fiber-optic telephone cables, and other utilities. The locations of some of these lines have not been shown on the plans and the exact location of the utilities is not known. The location of these utilities is the sole responsibility of the Contractor. Any damage to these utilities is the responsibility of the Contractor and the owner of the utilities.
- 2. The proposed construction activity may cross or closely parallel existing storm water pipes, sanitary sewer and water lines. Contractor shall exercise caution to avoid damage to existing water or sewer service lines and shall be responsible for their repair if damaged.
- 3. The Contractor shall coordinate with the Owner for location of various cables, conduits, water lines, and other infrastructure. Where the owner is unable to locate those utilities, the Contractor shall take great care not to damage them in his operations. In the event that those utilities are damaged, the Contractor shall be responsible for repair and restoration without delay at no additional cost to the owner.
- 4. All utility adjustments shall be the responsibility of the Owners of the utilities and if in the opinion of the Engineer adjustment is required, the Contractor will be responsible for notifying the respective owner.
- 5. The Contractor shall restore all pavement sections that have been damaged by the Contractor to their original condition or better, in the opinion of the Engineer and the owner. This shall include any base section repairs that are necessary, in the opinion of the Engineer. There shall be no additional payment for pavement replacement.
- 6. All excess materials shall be disposed of on a regular basis or whenever, in the opinion of the Engineer, they constitute a hazard or nuisance. Disposal of excess soils shall be in accordance with all local, state, and federal laws and shall be solely at the Contractor's expense.
- 7. Bidders should visit the proposed project site to acquaint themselves with the site conditions and access limitations prior to bidding on the project. Bidding on the project shall be considered the Contractor's assurance that he is familiar with the site conditions and that his bid provides for reasonable unanticipated conditions.

#### WORK SEQUENCE/SCHEDULING:

It shall be the responsibility of the Contractor to coordinate all work with the County and any other party affected by this project.

Work may be performed between the hours of 7:00 am and 6:00 pm Monday through Friday unless otherwise approved by Jefferson County.

# **SPECIAL CONSIDERATIONS:**

The work required by these Contract Documents will occur within the boundaries of a residential areas. It is the intent of the Jefferson County that unfavorable impact by the Contract work, on said residences shall be minimized. The Contractor shall notify in writing, at least forty-eight (48) hours prior to beginning work, all residences which are expected to be affected by said work. Ingress and egress to affected residences shall be maintained at all times by the Contractor as provided in the plans and Contract Documents.

Traffic flow through and around the construction area(s) shall be in accordance with the approved traffic control plan developed by the Contractor and shall be maintained with as little disruption as possible.

Barricades, lights, signs and other traffic control devices shall, on a timely basis, be installed and maintained in accordance with the Texas MUTCD and provisions of these Contract Documents as approved by the Engineer.

The Contractor shall work closely with the various utility owners and assure prompt access to their equipment for service or adjustment. The Contractor shall be solely responsible for the coordination of work with any utility owner which may be affected by the work. Additionally, forces of Jefferson County, in order to secure the safety, welfare and convenience of the citizens of Jefferson County, must provide services on both emergency and normal, continuing basis. Provisions of these services may require County forces to work within or around the construction area prescribed by this project. While it is anticipated that the construction schedule impact induced by the work of and utility crews will be minimal, the Contractor, by affixing proper signature to these Contract Documents, agrees to indemnify and hold harmless Jefferson County from any and all claims of damage or delay, incurred or alleged to have incurred, in connection with the work of said crews.

# **SUBMITTALS:**

Contractor shall submit the following submittals for review within 10 days of receiving the notice to proceed:

- 1 Material sheet for proposed limestone base;
- 2 Material sheet for structural fill;
- 3 Proposed HES design mix;
- 4 Traffic Control Plan; and
- 5 Schedule showing estimated work times and sequencing of project work, by road.

# **1 YEAR WARRANTY**

Contractor will provide an Affidavit of Warranty at the end of the project. A copy of the Warranty document is attached in Attachment B on page 89.

- 1. The Texas Standard Specifications 2014 will govern all specifications not directly addressed in this document.
- 2. Direct attention to comply with all ordinances and regulations of Jefferson County. A permit for this project will be required from the Jefferson County Environmental Control Department. A permit for construction in the DD7 drainage easement will also be required.
- 3. Temporary erosion, sediment and water control measures shall be required. Erosion control logs are to be utilized at every inlet or discharge point within the affected areas of construction and should remain in place throughout the duration of construction. Contractor will be responsible for removing dirt from the roads daily to prevent tracking. All concrete truck washout will be disposed of at the plant.
- 4. Procure all the necessary County permits and licenses before the start of this project. This will not be paid for directly but shall be considered subsidiary to various bid items of the contract.
- 5. Contractor is required to notify and request locates from the Texas One Call System prior to beginning any work. In Texas Call 811 or see the 811 website for information. Additional reference numbers are provided below

AT&T Communications	Entergy Distribution	CenterPoint Energy/ Entex
Beaumont, Texas 77701 (409) 839-7030 Randall Jennings	North 11 <sup>th</sup> Street Beaumont, Texas 77701 (409) 785-2136 Brian Cross	6090 College Street Beaumont, Texas 77707 (409) 860-7113 Tara Hunter
Spectrum 602 N. Hwy 69 Nederland, Texas 77627 (409) 720-5513 Michael Ward	Jefferson County Engineering Dept (409) 835-8584 Michelle Falgout	Jefferson County Precinct #2 (409) 719-5950 Mike Trahan
Jefferson County Precinct #1 (409)-434-5430 Jody Janise	Jefferson County DD#7 Garrett Boudoin 409-985-4369	Jefferson County WCID #10 409-722-6922 Tommy McDonald

This action does not relieve the Contractor of the responsibilities under the terms of the contract or the plans and specifications. Damage caused by the Contractor's operations shall be repaired and restored to service in a timely manner at no expense to Jefferson County.

- 6. The approximate location of the known underground utility installations is as shown on the plans. Confirm the location of these utility lines and the exact location of any others which may exist. Assume full responsibility for notifying the utility involved in case of conflict or damage and he/she shall be responsible for damage that occurs due to his/her negligence. Remove and dispose of abandoned lines encountered that interfere with the construction of this project. Consider this work to be subsidiary to the various bid items of the contract.
- 7. Allow County forces to enter this project to accomplish such work as shown in the plans (by others) and as may be deemed necessary by the Engineer.
- 8. Maintain for the duration of this project, those sections of existing and proposed travel ways and appurtenances which are to be constructed, reconstructed, modified, or remain in place under this project. Any portion of roadway and its appurtenances damaged by the contractor's forces shall be repaired by the contractor at his/her expense. This shall include but is not limited to mailboxes, storm pipes, MH tops, water valve tops, street signs, etc.
- 9. Place all equipment and vehicles not in operation a minimum of 10 feet from the travel way unless protected behind positive barrier. All damages caused by the Contractor shall be repaired at his/her expense. Protect all areas of the right of way which are not included in the actual limits of the proposed construction areas from destruction. Restore any damaged areas to original or better condition. No payment will be made for this work. County forces will maintain the existing section of streets and its appurtenances not a part of this project except those sections damaged by the Contractor's forces shall be repaired by the Contractor at his entire expense.
- 10. All truck traffic transporting materials to and from the project are to access and depart from the project site utilizing routes approved by the Engineer. Millings, sand, or other approved materials may be used on adjacent roadway surfaces to absorb and therefore minimize tracking of the materials applied during the course of construction. Materials used for absorption shall be maintained for the duration of the project. Upon completion of material applications, clean and dispose of absorption material in accordance with federal, state, and local regulations. This will not be paid for directly but shall be considered subsidiary to various bid items of the contract.
- 11. Assume ownership for all designated waste material and dispose of properly according to all State and Federal rules and regulations.
- 12. Control the dust and tracking caused by construction operations. For sweeping the finished concrete pavement, use one of the following types of sweepers or equal:

Tricycle Type
Wayne Series 900
Elgin White Wing
Elgin Pelican
Mobile TE-4

Truck Type -4 Wheel M-B Cruiser II Wayne Model 945 Mobile TE-3 Murphy 4042

13. The contractor shall be responsible for all maintenance of the travel way and appurtenances within the barricades for the duration of the project. Ingress and egress to adjacent property shall be maintained

by the contractor at all times.

- 14. The contractor is to have an independent lab to sample all concrete and base materials and make and test all beams and cylinders in accordance with the test methods provided for under the appropriate standard specifications for the various items. It is the responsibility of the Contractor to schedule testing with the independent lab at least 48 hours in advance. If the Contractor schedules an independent lab for testing and cancels services, the contractor will be responsible for any charges that occur for cancellation.
- 15. If overhead or underground power lines need to be de-energized, contact the electrical service provider to perform this work. Costs associated with de-energizing the power lines or other protective measures required are at no expense to the County. If working near power lines, comply with the appropriate sections of Texas State Law and Federal Regulations relating to the type of work involved.
- 16. Material on hand will not be paid for.
- 17. Move existing signs, mailboxes, delineators and any other similar obstructions that interfere with construction to temporary locations approved by the engineer. Move them back to their permanent positions when the work progresses to the point where this is possible. Place road sign posts back in accordance with the applicable standard sheets. This will not be paid for directly and will be considered subsidiary to various bid items.
- 18. Maintain adequate drainage throughout the limits of the project during all construction phases.
- 19. Upon approval, vary the governing slopes shown on the typical sections as necessary.
- 20. Verify material quantities and dimensions prior to ordering materials.
- 21. Roadway excavation and structural excavation computation and quantities will be available upon contractor's request.
- 22. The Contractor will establish the project control point, points, or tangency, PI's (points of intersection), point of curvature (PC, PI, and PT) and bench marks at the beginning and end of the project on the plan view only. Contractor shall establish and maintain these points throughout construction. There will be no separate payment for this work, but it shall be considered subsidiary to various bid items.
- 23. Schedule work so that the base placement operations follow the subgrade work as closely as practical to reduce the hazard to the traveling public and to prevent undue delay caused by wet weather.
- 24. When design details are not shown on the traffic control plans, provide signs and arrows conforming to the latest "Standard Highway Sign Designs for Texas" manual.
- 25. All materials, labor and incidentals required for the contractor to provide for traffic across the streets and for temporary ingress and egress to public and private property shall be furnished by the contractor at no additional cost to the County and shall be considered as incidental to the various bid items.
- 26. Expansion Joints to be placed at the end of each curve radius and at intervals not to exceed 30 feet on straight sections and should at minimum align to match existing construction joints or as shown on plans. Confirm placement with Engineer.

- 27. Any saw-cutting required for the project shall not be paid for directly but shall be considered subsidiary to various bid items.
- 28. The Contractor will notify the Engineer 48 hours in advance of completed work per site. The Engineer will inspect each site and submit a punch list per location to the Contractor as necessary. The Contractor will not demobilize from site until the Engineer has approved all work including punch list items.

### **TXDOT ITEM 5: CONTROL OF WORK**

Station/mark the project and verify locations of work with Engineer prior to the commencing of work.
 Mark the stations every 100 feet. Maintain stationing throughout the duration of the project. Remove
 the station markings at the completion of the project. Consider this work to be subsidiary to the various
 bid items of the contract.

### **TXDOT ITEM 7: LEGAL RELATIONS AND RESPONSIBILITIES**

- 1. Furnish all materials, labor and incidentals required to provide for traffic across the street and for temporary ingress and egress to private property in accordance with article 7.7 of the standard specifications at no additional cost to the County. Consider this work to be subsidiary to the various bid items of the contract.
- 2. Maintain the roadway slope stability. Temporary retaining structures or shoring may be required. Before installing any proposed temporary retaining structures or shoring, secure written approval. Submit design calculations, working drawings and a plan of operations including sequencing. Maintaining slope stability is subsidiary to the various bid items.

### **TXDOT ITEM 8: PROSECUTION AND PROGRESS**

- 1. Compute and charge working days in accordance with Article 8.3.1.5., "Calendar Day".
- 2. Gather information and direct attention to the aspects of adjoining projects that may be in the progress during the construction of a portion of this project. Plan and prosecute the sequence of construction and the traffic control plan with adjacent construction projects so as not to interfere with or hinder the completion of the work in progress on the adjoining projects. Coordinate projects to ensure an uninterrupted flow of traffic.

### **TXDOT ITEM 9: MEASUREMENT AND PAYMENT**

- 1. The Contractor shall submit all tickets, As-Built drawings and an updated schedule with each pay request.
- 2. The County will withhold a 10% retainage from each pay request.

### **TXDOT ITEM 100: TREE REMOVAL**

1. This item shall include the removal of trees in the ROW as noted on the plans, grinding of the stumps to 18" below grade, removal of the sawdust and backfilling the hole with select fill.

### **TXDOT ITEM 104: REMOVING CONCRETE**

1. All concrete pavement and curbing will be saw cut to full depth at connection points to existing pavements and curbs. Saw cutting of all concrete will not be measured or paid for directly but shall be considered subsidiary to various bid items.

### **TXDOT ITEM 132: STRUCTURAL FILL**

- 1. Structural Fill utilized in this project shall be Type A with a 10<=PI=<20.
- 2. Structural shall be rolled and compacted to not less than 92% of maximum dry density as determined by field density testing. Rolling and compaction of the structural fill will take place immediately before placing the flexible base materials and during dry conditions. Contractor to place Structural Fill in maximum 8 inch loose lifts. Field densities for the structural fill shall be made at the rate of 1 per 50 square yards per lift.
- 3. Structural fill shall be installed to the limits behind the curbs as shown on the plans. This additional quantity will be considered subsidiary to this bid item.
- 4. This bid item shall include all excavation, grading, proof rolling, placement and compaction of the structural fill.

### **TXDOT ITEM 162: SODDING FOR EROSION CONTROL**

- 1. All areas disturbed during construction noted on the plans will be sodded. Limits of pay for sodding will be 1 foot and 6 inches behind the back of curb and sod needed for tree removal area which has been approximated to be two 6 foot by 6 foot areas.
- 2. Sod will be watered after initial placement and until it is established as deemed necessary by the Engineer.
- 3. Any fill needed, before placing sod, to level the sod with surrounding grades will be considered subsidiary to this bid item.

### **TXDOT ITEM 247: FLEXIBLE BASE**

- 1. Flexible Base utilized in this project shall be Type A or Type D GR 2.
- 2. Flexible base materials shall be placed and compacted in a minimum of two lifts with a maximum loose material thickness of 8 inches. Compaction test will be taken at each lift as required by the Engineer. Densities shall be obtain 1 per every 50 square yards or fraction thereof per lift. Minimum density shall be not less than 95% of maximum dry density.
- 3. Base shall be installed 1 ft behind back of curb or as noted on the plans to the depths indicated

on the plans. This additional quantity will be considered subsidiary to this bid item.

### TXDOT ITEM 351: SOFT SPOT SUBGRADE REPAIR (ONLY AS DIRECTED BY ENGINEER)

1. Repair soft subgrade areas only as directed by the Engineer. Identified soft spots shall be excavated a minimum 9 inches and backfilled and compacted in lifts with structural fill. This item may or may not be used.

### **TXDOT ITEM 361: REPAIR OF CONCRETE PAVEMENT**

- 1. Deformed reinforcement bar size, spacing and placement shall conform to TxDOT Standard Repair of Concrete Pavement Detail or otherwise noted on the plans. Spacing adjustments may be required at the edges on both sides of the proposed concrete pavement lane widths.
- 2. Construct hydraulic cement concrete pavement with or without curbs on the concrete pavement. Provide Class HES concrete 3000 PSI at 1 day for early opening.
- 3. Wire mat reinforcements are not allowed for use on roadway construction for this project.
- 4. Sawing of all joints shall begin as soon as sawing can be accomplished without damage to the pavement and completed before 12 hours has elapsed. Any random cracking of the pavement, which in the opinion of the engineer, is due to incomplete sawing operation shall be removed and replaced at the expense of the contractor.
- 5. Class 5 self-leveling low modulus silicone sealant shall be used to seal joints within repair areas on this project.
- 6. All longitudinal and transverse joints shall be sawed.
- 7. Saw cutting of all joints (Transverse expansion joints, longitudinal construction joints, longitudinal sawed joints, transverse sawed joints and others) will not be paid for separately but shall be considered subsidiary to various bid items.
- 8. Any asphalt removed as a part of a repair area will be considered subsidiary to this bid item.
- 9. Heavy Broom Finish for final surface texture unless otherwise directed by the Engineer.

### **CONCRETE DOWNSPOUT PADS (Diamond D Drive)**

- 1. Includes excavation, forming, reinforcement and placement of concrete downspout pads.
- 2. Pads to be constructed per details on the drawings and be constructed of 3,000 concrete.

### **TXDOT ITEM 500: MOBILIZATION**

1. Establish and remove offices, plants, and facilities. Move personnel, equipment, and supplies to and from the project or the vicinity of the project site to begin work or complete work on Contract Items.

Bonds and insurance are required for performing mobilization.

2. Mobilization shall not exceed three (3) percent of the total construction items amount prior to the cost of mobilization being added.

### **TXDOT ITEM 502: BARRICADES, SIGNS, AND TRAFFIC HANDLING**

- 1. Submit a Traffic Control Plan prior to the beginning of work for approval by the Engineer as outlined in TXDOT Item 502. Plan the sequence of work so as to minimize inconvenience to the traveling public.
- 2. Furnish and maintain the barricades and warning signs, including the necessary temporary and portable traffic control devices, during the various phases of construction. Place and construct these barricades and warning signs in accordance with the latest "Texas Manual on Uniform Traffic Control Devices for Streets and Highways" for typical construction layouts.
- 3. Furnish additional barricades and signs to maintain traffic and motorists' safety when directed by the Engineer. Consider payment for these additional signs and barricades subsidiary to Item 502.
- 4. Cover work zone signs when work related to the signs is not in progress, or when any hazard related to the signs no longer exists.
- 5. Keep the delineation devices, signs, and pavement markings clean. This work is subsidiary to the Item, "Barricades, Signs, and Traffic Handling".
- 6. Do not mount signs on drums or barricades, except those listed in the latest Barricades and Construction standard sheets.
- 7. Use traffic cones for daytime work only. Replace the cones with plastic drums during nighttime hours.
- 8. Place positive barriers to protect drop-off conditions greater than 2 ft. within the clear zone that remain overnight. The traffic control plan (TCP) shall conform to the BC (1)-(12) standards and part VI of the Current Texas Manual of Uniform Traffic Control Devices.
- 9. Remove all traffic control devices from the roadway, off of the right of way, when they are not in use. Devices scheduled to be used within 3 days may be placed along the shoulder of the roadway or right of way when not in use or stored in other approved areas on the project. Cover any construction signs that are not in effect that are installed in a fashion that will not allow them to be removed from the right of way easily.
- 10. Construct all work zone signs, sign supports, and barricades from material other than wood unless approved by the engineer.
- 11. Galvanize steel supports if used. Aluminum posts, if used, shall meet the following minimum thickness

requirements: Square Feet Minimum Thickness
Less Than 1.5 0.080 Inches

1.5 To 7.5 0.100 Inches

Greater Than 7.5 0.125 Inches

- 12. Any changes to the traffic control plan must be approved in writing by the Engineer. Submit the revised plan for approval to the Engineer.
- 13. The Contractor shall include a schedule of street closure dates in the Traffic Control Plan. Contact the Precincts 72 hours in advance of closures and detours.
- 14. It is the responsibility of the Contractor to notify commercial businesses and residential citizens of work to be performed 48 hours in advance.
- 15. The approval by the engineer of the method and procedure the contractor plans to use to handle or detour traffic will not relieve the contractor of his responsibility for the protection of the traveling public.
- 16. Use drums or vertical panels instead of cones as traffic control devices.
- 17. The Contractor shall submit to the County, prior to start of any construction work, a hauling truck and construction vehicles route plan. This route plan shall show streets to be taken for trucks and vehicles either empty or hauling materials going in or out the construction areas scope of work. The Streets that are to be used as truck and vehicle routes shall be truck loads roadway bearing pavements. Upon approval of the Engineer, this truck routing plan will be strictly implemented. Any changes that is required as construction phases progresses will be reviewed and approved by the Engineer. This work will not be measured or paid for separately but will be considered subsidiary to this pay item.
- 18. Provide flaggers at each side-road intersection and ensure they have communication with the flaggers controlling the movement of traffic on the highway.

### TXDOT ITEM 506: TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS

- 1. This item will not be paid for directly but considered subsidiary to various bid items.
- 2. Temporary erosion, sediment and water control measures shall be required.
  - a. Erosion control logs are to be utilized at every inlet or discharge point within the affected areas of construction and should remain in place throughout the duration of construction.
  - b. Contractor will be responsible for removing dirt from the roads daily to prevent tracking.
  - c. All concrete truck washout will be disposed of at the plant.
  - d. Contractor shall police the construction area at the end of each day and remove and containerize all trash
  - e. Pumped stormwater shall be channeled through a rock berm, erosion control log or other method to help prevent excessive discharge of silt.

### TXDOT ITEM 713: CLEANING AND SEALING JOINTS AND CRACKS (CONCRETE PAVEMENT)

- 1. Class 5, hot poured rubber sealant, will be used for sealing cracks for this item.
- 2. All cracks and joints within the project areas will be sealed. Other areas, if necessary, will be determined by the Engineer in the field prior to construction in each location.
- 3. This item will not be paid for directly but will be considered subsidiary to various bid items.

The governing construction specifications applicable to this work are the Texas Department of Transportation (TXDOT) 2014 Standard Specifications for Construction of Highways, Streets and Bridges as adopted by the State of Texas.

These items which are listed below and which are contained in the TX DOT 2014 Standard Specifications are hereby adopted and made part of the Contract Documents to the same extent as if they were herein reproduced in full subject to such modifications, revisions or supplements as may appear in the section entitled Special Provisions in these Contract Documents to follow:

### **STANDARD SPECIFICATIONS:**

Adopted by the Texas Department of Transportations, November 1, 2014, Standard Specifications are incorporated into the Contract by reference.

Items 1–9	General Requirements and Covenants
Item 100 -	Tree Removal
Item 104	Removing Concrete
Item 132	Embankment
Item 162	Sodding for Erosion Control
Item 247	Flexible Base
Item 351	Subgrade Repair
Item 361	Repair of Concrete Pavement
Item 500	Mobilization
Item 502	Barricades, Signs and Traffic Handling
Item 506	Temporary Erosion, Sedimentation, and Environmental Controls
Item 529	Concrete Curb, Gutter, and Combined Curb and Gutter
Item 713	Cleaning and Sealing Joints and Cracks (Concrete Pavement)

TXDOT Standard Sheets Barricade and Construction drawings BC(1)-21 through BC(12)-21

### **SPECIAL SPECIFICATIONS:**

Special Specifications will supplement specifications applicable to the individual project, not covered by the Standard Specifications.

### 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.

Company Name	For clarification of this offer, contact:		
Address	Name & Title		
City State Zip	Phone	Fax	
ignature of Person Authorized to Sign	E-mail		

**REQUIRED FORM** 

### **ACCEPTANCE OF OFFER**

The Offer is hereby accepted for the following items: Jefferson County 2024 Concrete Road Repair Project

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 24-058/MR, Jefferson County 2024 Concrete Road Repair Project. 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
ATTEST:	
Roxanne Acosta Hellberg, County Clerk JEFFERSON COUNTY, TEXAS	Date

BIDDER: INSERT ALL ADDENDA BEHIND THIS PAGE.

PLEASE BE SURE TO COMPLETE, SIGN, ATTEST, AND DATE EACH ADDENDUM.

**BIDDER: INSERT BID SECURITY BEHIND THIS PAGE.** 

### **BID FORM**

Bid Item	TXDOT Item	Bid Item Description	Unit	Estimated Quantity	Unit Price	Extended Amount (Total for Line Item)
1	100	Tree Removal (Walker Lane)	EA	2.0	\$	\$
2	104	Remove Concrete Paving	SY	612.0	\$	\$
3	132	10" Compacted Structural Fill in Place (includes excavation, proof rolling, backfill and compaction)	SY	232.0	\$	\$
4	162	Block Sodding in Place	SY	50.0	\$	\$
5	247	8" Compacted Limestone Base in Place	SY	232.0	\$	\$
6	247	10" Compacted Limestone Base in Place	SY	378.4	\$	\$
7	251	6" Concrete (HES) in Place	SY	610.4	\$	\$
8	529	Concrete Curb in Place	LF	292.0	\$	\$
8	351	Soft Spot Subgrade Repair (Only as directed by the Engineer)	SY	40.0	\$	\$
10	N/A	Concrete Downspout Pads (Diamond D Drive)	EA	4.0	\$	\$
11	500	Mobilization (MAX 3%)	LS	1.0	\$	\$
12	502	Barricades, Signs and Traffic Handling (Diamond D Drive)	LS	1.0	\$	\$
13	502	Barricades, Signs and Traffic Handling (Walker Lane)	LS	1.0	\$	\$
					TOTAL BID AMOUNT	\$

### **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** 

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.

Nould Bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the ame terms and conditions?					
This bid shall remain in effect for ninety (90) days from bid of and local sales tax (exempt).	opening and shall be exclusive of federal excise and state				
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** 

### **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** 

### REQUIRED FORM

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

THIS FORM IS FOR OFFICE USE ONLY

### GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

Bidder int	tends to ut	ilize S	ubcontractors/Subconsultants i	n the fulfillment of this contract (if awarded).
opportun Contracto <b>minimum</b> exceed th	or/Consultant or/Consultant or efforts the ore goals of	followint, a at she HUB	wing checklist and supporting and returned with the Prime ( ould be put forth by the Prime (	fort" was made in soliciting HUBs for subcontracting documentation shall be completed by the Prime Contractor/ Consultant's bid. This list contains the Contractor/Consultant when attempting to achieve or The Prime Contractor/Consultant may extend his/her nd what is listed below.
		Dic	the Prime Contractor/Consulta	ant?
□ Yes	□ No	1.	•	nsistent with standard and prudent industry standards, the smallest feasible portions, to allow for maximum on?
☐ Yes	□ No	2.	<b>Notify</b> in writing a reasonable participation of the planned we	number of HUBs, allowing sufficient time for effective ork to be subcontracted?
☐ Yes	□ No	3.	information regarding the proj	ely interested in bidding on a Subcontractor, adequate ect (i.e., plans, specifications, scope of work, bonding s, and a point of contract within the Prime zation)?
☐ Yes	□ No	4.	<b>Negotiate</b> in good faith with it qualify as lowest and responsive	nterested HUBs, and not reject bids from HUBs that re Bidders?
□ Yes	□ No	5.	<b>Document</b> reasons HUBs were reason for rejection, provided to	rejected? Was a written rejection notice, including the to the rejected HUBs?
☐ Yes	□ No	6.	If Prime Contractor/Consultan reasons why.	t has zero (0) HUB participation, please explain the
If			• •	any pertinent documentation with your bid. eet to answer the above questions.
Printe	ed Name of A	Autho	rized Representative	Signature
		Titl	e	Date
1	RED FORM		ete this form	

### 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 standard solutions of your contract.	Subcontractor/Si	ubconsultant w	rith proper :	signatures, per the terms and	
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 & Procureme	ent Comm. 🗆 Jeff	erson County	Tx Unified Ce	ertification Prog.	
Address:					
Street	City	State	Zip		
Phone (with area code):		Fax (with	area code): _		
Proposed Subcontract Amount: \$		Percent	tage of Prime (	Contract:	
Description of Subcontract Work to be Perform	ed:				
Printed Name of Contractor Representative	Signat	ure of Representation	ve	Date	
Printed Name of HUB	Signat	ure of Representation	ve	 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**

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

PAGE 1 OF 4						
Bidder intends to utilize Subcontractors/Subconsultants  Yes No	s in the fulfillment of this contract (if awarded).					
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**

### 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 8	& Procurement Comm.	☐ Jefferson County	Tx Unified Certification Prog.	
Address:					
	Street	City	State	Zip	
Contact person:			Title:		
Phone (with area co	ode):		Fax (with	n area code):	
Proposed Subcontra	act Amount:	\$	Percei	ntage of Prime Contract:	%
Description of Subc	ontract Work to	be Performed:			
Description of Subcontractor HUB Status (Gender	Name:	_			
HUB Subcontractor	Name: · & Ethnicity):				
HUB Subcontractor	Name: · & Ethnicity):				
HUB Subcontractor HUB Status (Gender Certifying Agency:	Name: · & Ethnicity):		☐ Jefferson County		
HUB Subcontractor HUB Status (Gender Certifying Agency:	Name:  & Ethnicity):  Tx. Bldg &	& Procurement Comm.	☐ Jefferson County  State	☐ Tx Unified Certification Prog.	
HUB Subcontractor HUB Status (Gender Certifying Agency: Address:	Name:  * & Ethnicity):  Tx. Bldg &  Street	⊶ ≩ Procurement Comm. City	☐ Jefferson County  State  Title:	Tx Unified Certification Prog.	
HUB Subcontractor HUB Status (Gender Certifying Agency: Address: Contact person:	Name:  * & Ethnicity):  Tx. Bldg &  Street  dde):	& Procurement Comm. City	Jefferson County  State  Title:  Fax (with	Tx Unified Certification Prog.	

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

**REQUIRED FORM** 

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

PAGE 3 OF 4

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: Yes ☐ No Was the Jefferson County HUB Office contacted for assistance in locating HUBs? 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 Title: Contact person: Phone (with area code): Fax (with area code): Percentage of Prime Contract: \$ Proposed Subcontract Amount: Description of Subcontract Work to be Performed: Subcontractor Name: Address: City Street State Contact person: Phone (with area code): Fax (with area code): \$ Percentage of Prime Contract: Proposed Subcontract Amount: Description of Subcontract Work to be Performed:

### **REQUIRED FORM**

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

	PAGE 4 OF 4	
Subcontractor Name:		
Address:		
Street City	y State	Zip
Contact person:	Title:	
Phone (with area code):	Fax (with	area code):
Proposed Subcontract Amount: \$	Percent	tage of Prime Contract:
Description of Subcontract Work to be Performed:		
Subcontractor Name:		
Address: Street Cit		Zip
Contact person:	Title:	
Phone (with area code):		area code):
Proposed Subcontract Amount: \$		tage of Prime Contract:
Description of Subcontract Work to be Performed:		
I hereby certify that I have read the HUB Program Ins this form, and attached any necessary support document information on this document may result in my not re	mentation as required.	I fully understand that intentionally falsifying
Name (print or type):		_
Title:		_
Signature:		<u> </u>
Date:		_
E-mail address:		<u> </u>
Contact person that will be in charge of invoicing for	this project:	
Name (print or type):		<u> </u>
Title:		REQUIRED FORM
Date:		Bidder: Please complete this form
E-mail address:		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-res	ident Bidder" re	fers to a p	erson who is not a resident.
	(4)		or whose ultima		on whose principal place of business is in this state, including a company or majority owner has its principal place of business in
			ode §2252.001.		_ [company name] is a Resident Bidder of Texas as defined in
	Gove				[company name] is a Nonresident Bidder as defined in incipal place of business is
Тах	payer I	dentificatio	n Number (T.I.N.)	:	
Cor	mpany	Name subm	itting bid/proposa	al:	
Ma	iling ad	ldress:			
If y	ou are	an individua	al, list the names a	ınd address	es of any partnership of which you are a general partner:
Prop	erty:	List all taxa	able property ov	vned by yo	ou or above partnerships in Jefferson County.
Jef	ferson (	County Tax /	Acct. No.*	Property	address or location**
1				1	

- 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**

### **HOUSE BILL 89 VERIFICATION**

l, name)			representative			(heretofore
referred to as company) being a undersigned notary, do hereb provisions of Subtitle F, Title 10	y depose and	verify under c	ath that the co			
1. Does not boycott Israel curr	ently; and					
2. Will not boycott Israel durin	g the term of tl	ne contract.				
Pursuant to Section 2270.002,	Texas Governr	nent Code:				
<ol> <li>"Boycott Israel" means refu action that is intended to penali or with a person or entity doin action made ordinary business</li> </ol>	ze, inflict econo g business in I	omic harm on, c	or limit commerc	ial relatio	ns specifica	ally with Israel,
2. "Company" means a for-proventure, limited partnership, lowned subsidiary, majority-ovassociation that exist to make a	imited liability wned subsidia	partnership, o	r an limited liab	ility comp	pany, inclu	iding a wholly
Signature of Company Represe	ntative					
Date						
On this day of	, 20	, persona	lly appeared			
			above-named	person, v	who after	by me being
duly sworn, did swear and co	onfirm that th	e above is true	and correct.			
Notary Seal	Note: Circ					
	Notary Signa	ature				
	Date					
	Date					

**REQUIRED FORM** 

### **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**

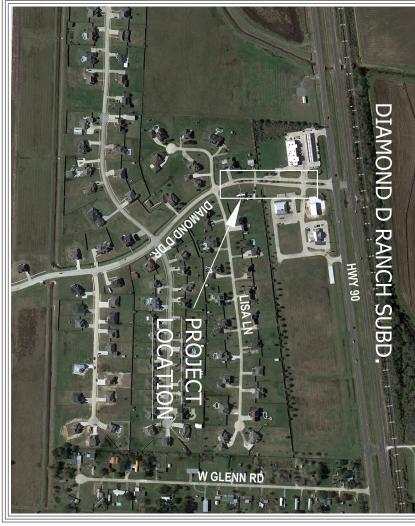
The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in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

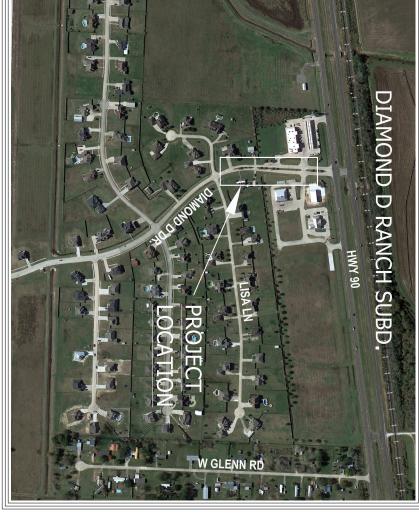
STATE OF	COUNTY OF
BEFORE ME, the undersigned authority, a	a Notary Public in and for the State of,
on this day personally appeared	, who
	, who (name)
after being by me duly sworn, did depose	
"l,	am a duly authorized officer of/agent
(name)	
for	and have been duly authorized to execute the
(name of firm)	
foregoing on behalf of the said	e of firm)
(name	e of firm)
the Bidder is not now, nor has been for tagreement or combination, to control the persons to bid or not to bid thereon."	usiness prior to the official opening of this bid. Further, I certify that the past six (6) months, directly or indirectly concerned in any pool one price of services/commodities bid on, or to influence any person o
Fax:	Telephone#
by:	Title:
(print name)	
Signature:	
SUBSCRIBED AND SWORN to before me b	
	on
this the day of	, 20
REQUIRED FORM	Notes District and Co.
Bidder: Please complete this form	Notary Public in and for
and include with hid submission	the State of

### SHT NO. **INDEX OF SHEETS**

### DESCRIPTION

- TITLE SHEET
- GENERAL NOTES & SPECIFICATIONS GENERAL NOTES & SPECIFICATIONS
- GENERAL NOTES & SPECIFICATIONS
- DIAMOND D DRIVE AERIAL PLAN **ESTIMATED QUANTITIES**
- DIAMOND D DRIVE PLAN VIEW DIAMOND D DRIVE JOINT LAYOUT
- DIAMOND D DRIVE TYPICAL SECTIONS
- WALKER LANE AERIAL PLAN
- WALKER LANE PLAN VIEW WALKER LANE JOINT LAYOUT
- WALKER LANE TYPICAL SECTIONS
- TYPICAL DETAILS
- REPCP-14 TXDOT-REPAIR OF CONCRETE PAVEMENT (2 SHEETS)
- ЖÇР TXDOT-JOINTED REINFORCEMENT CONCRETE PAVEMENT DETAILS
- TXDOT-CONCRETE PAVING DETAILS JOINT SEALS





DIAMOND D DRIVE PROJECT LOCATION #1 PRECINCT #1

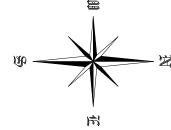


PROJECT LOCATION #2 PRECINCT #2 WALKER LANE

ATTACHMENT A

ENGINEERING DEPARTMENT

PLANS OF PROPOSED
CONCRETE ROAD REPAIRS
TXDOT CTIF FUNDED PROJECT
PRECINCTS 1 & 2



SCALE: NTS

		3,000	
MONTH ENGLAND	73458	M I FAI COLT	OF OF STREET

PROJECT: COI CONCRETE ROAD REPAIR PROJECT FAX: (409) 835-8718

G.K. TITLE SHEET
TYPICAL SECTIONS

## DIVISION II GENERAL NOTES AND BID ITEM NOTES JEFFERSON COUNTY 2024 CONCRETE ROAD REPAIR PROJECT

- 1. The Texas Standard Specifications 2014 will govern all specifications not directly addressed in this document.
- 2. Direct attention to comply with all ordinances and regulations of Jefferson County. A permit for this project will be required from the Jefferson County Environmental Control Department. A permit for construction in the DD7 drainage easement will also be required.
- 3. Temporary erosion, sediment and water control measures shall be required. Erosion control logs are to be utilized at every inlet or discharge point within the affected areas of construction and should remain in place throughout the duration of construction. Contractor will be responsible for removing dirt from the roads daily to prevent tracking. All concrete truck washout will be disposed of at the plant.
- 4. Procure all the necessary County permits and licenses before the start of this project. This will not be paid for directly but shall be considered subsidiary to various bid items of the contract.
- 5. Contractor is required to notify and request locates from the Texas One Call System prior to beginning any work. In Texas Call 811 or see the 811 website for information. Additional reference numbers are provided below

Jefferson County Precinct #1 (409)-434-5430 Jody Janise	Spectrum 602 N. Hwy 69 Nederland, Texas 77627 (409) 720-5513 Michael Ward	A1&1 Communications Beaumont, Texas 77701 (409) 839-7030 Randall Jennings
Jefferson County DD#7 Garrett Boudoin 409-985-4369	Jefferson County Engineering Dept (409) 835-8584 Michelle Falgout	Entergy Distribution  North 11th Street  Beaumont, Texas 77701  (409) 785-2136  Brian Cross
Jefferson County WCID #10 409-722-6922 Tommy McDonald	Jefferson County Precinct #2 (409) 719-5950 Mike Trahan	CenterPoint Energy/ Entex 6090 College Street Beaumont, Texas 77707 (409) 860-7113 Tara Hunter

This action does not relieve the Contractor of the responsibilities under the terms of the contract or the plans and specifications. Damage caused by the Contractor's operations shall be repaired and restored to service in a timely manner at no expense to Jefferson County.

- 6. The approximate location of the known underground utility installations is as shown on the plans. Confirm the location of these utility lines and the exact location of any others which may exist. Assume full responsibility for notifying the utility involved in case of conflict or damage and he/she shall be responsible for damage that occurs due to his/her negligence. Remove and dispose of abandoned lines encountered that interfere with the construction of this project. Consider this work to be subsidiary to the various bid items of the contract.
- 7. Allow County forces to enter this project to accomplish such work as shown in the plans (by others) and as may be deemed necessary by the Engineer.
- 8. Maintain for the duration of this project, those sections of existing and proposed travel ways and appurtenances which are to be constructed, reconstructed, modified, or remain in place under this project. Any portion of roadway and its appurtenances damaged by the contractor's forces shall be repaired by the contractor at his/her expense. This shall include but is not limited to mailboxes, storm pipes, MH tops, water valve tops, street signs, etc.
- 9. Place all equipment and vehicles not in operation a minimum of 10 feet from the travel way unless protected behind positive barrier. All damages caused by the Contractor shall be repaired at his/her expense. Protect all areas of the right of way which are not included in the actual limits of the proposed construction areas from destruction. Restore any damaged areas to original or better condition. No payment will be made for this work. County forces will maintain the existing section of streets and its appurtenances not a part of this project except those sections damaged by the Contractor's forces shall be repaired by the Contractor at his entire expense.
- 10. All truck traffic transporting materials to and from the project are to access and depart from the project site utilizing routes approved by the Engineer. Millings, sand, or other approved materials may be used on adjacent roadway surfaces to absorb and therefore minimize tracking of the materials applied during the course of construction. Materials used for absorption shall be maintained for the duration of the project. Upon completion of material applications, clean and dispose of absorption material in accordance with federal, state, and local regulations. This will not be paid for directly but shall be considered subsidiary to various bid items of the contract.
- 11. Assume ownership for all designated waste material and dispose of properly according to all State and Federal rules and regulations.
- 12. Control the dust and tracking caused by construction operations. For sweeping the finished concrete pavement, use one of the following types of sweepers or equal:

Tricycle Type
Truck Type -4 Wheel
Wayne Series 900
Elgin White Wing
Wayne Model 945
Elgin Pelican
Mobile TE-3
Mobile TE-3
Mobile TE-3
Mobile TE-1

- 13. The contractor shall be responsible for all maintenance of the travel way and appurtenances within the barricades for the duration of the project. Ingress and egress to adjacent property shall be maintained by the contractor at all times.
- 14. The contractor is to have an independent lab to sample all concrete and base materials and make and test all beams and cylinders in accordance with the test methods provided for under the appropriate standard specifications for the various items. It is the responsibility of the Contractor to schedule testing with the independent lab at least 48 hours in advance. If the Contractor schedules an independent lab for testing and cancels services, the contractor will be responsible for any charges that occur for cancellation.
- 15. If overhead or underground power lines need to be de-energized, contact the electrical service provider to perform this work. Costs associated with de-energizing the power lines or other protective measures required are at no expense to the County. If working near power lines, comply with the appropriate sections of Texas State Law and Federal Regulations relating to the type of work involved.
- Material on hand will not be paid for.
- 17. Move existing signs, mailboxes, delineators and any other similar obstructions that interfere with construction to temporary locations approved by the engineer. Move them back to their permanent positions when the work progresses to the point where this is possible. Place road sign posts back in accordance with the applicable standard sheets. This will not be paid for directly and will be considered subsidiary to various bid items.
- . Maintain adequate drainage throughout the limits of the project during all construction phases.
- Verify material quantities and dimensions prior to ordering materials

Upon approval, vary the governing slopes shown on the typical sections as necessary.

20. Verify material quantities and dimensions prior to ordering materials.

21.

- Roadway excavation and structural excavation computation and quantities will be available upon contractor's request.
- 22. The Contractor will establish the project control point, points, or tangency, PI's (points of intersection), point of curvature (PC, PI, and PT) and bench marks at the beginning and end of the project on the plan view only. Contractor shall establish and maintain these points throughout construction. There will be no separate payment for this work, but it shall be considered subsidiary to various bid items.
- 23. Schedule work so that the base placement operations follow the subgrade work as closely as practical to reduce the hazard to the traveling public and to prevent undue delay caused by wet weather.
- 24. When design details are not shown on the traffic control plans, provide signs and arrows conforming to the latest "Standard Highway Sign Designs for Texas" manual.
- 25. All materials, labor and incidentals required for the contractor to provide for traffic across the streets and for temporary ingress and egress to public and private property shall be furnished by the contractor at no additional cost to the County and shall be considered as incidental to the various bid items.
- 26. Expansion Joints to be placed at the end of each curve radius and at intervals not to exceed 30 feet on straight sections and should at minimum align to match existing construction joints or as shown on plans. Confirm placement with Engineer.
- 7. Any saw-cutting required for the project shall not be paid for directly but shall be considered subsidiary to various bid items
- 28. The Contractor will notify the Engineer 48 hours in advance of completed work per site. The Engineer will inspect each site and submit a punch list per location to the Contractor as necessary. The Contractor will not demobilize from site until the Engineer has approved all work including punch list items.



PAGE | OF 3 PAGES

0 1	PROJECT: CONCRE	ENGINEERS USE SEAUTE (1.00) 835. 856. BEAUTE (1.00) 835. 856. BEAUTE (1.00) 835. 856.
SHEET:	CONCRETE ROAD REPAIR PROJECT	JEFFERSON COUNTY ENGINEERING DEPARTMENT  JEFFERSON COUNTY COURTHOUSE  1149 PEARL STREET, 5TH FLOOR  DESCRIPTION  DESCRIPTI

SHEET 2 OF 14 SHEET:

ORWIN. BY:
G.K.

CHK'D. BY:
M.F.

CONCRE IE ROAD REPAIR PROJECT

SHEET:
GENERAL NOTES
& SPECIFICATIONS

02

### ITEM 5: CONTROL OF WORK

1. Station/mark the project and verify locations of work with Engineer prior to the commencing of work. Mark the stations every 100 feet. Maintain stationing throughout the duration of the project. Remove the station markings at the completion of the project. Consider this work to be subsidiary to the various bid items of the contract.

## ITEM 7: LEGAL RELATIONS AND RESPONSIBILITIES

- 1. Furnish all materials, labor and incidentals required to provide for traffic across the street and for temporary ingress and egress to private property in accordance with article 7.7 of the standard specifications at no additional cost to the County. Consider this work to be subsidiary to the
- 2. Maintain the roadway slope stability. Temporary retaining structures or shoring may be required. Before installing any proposed temporary retaining structures or shoring, secure written approval. Submit design calculations, working drawings and a plan of operations including sequencing. Maintaining slope stability is subsidiary to the various bid items.

## ITEM 8: PROSECUTION AND PROGRESS

- Compute and charge working days in accordance with Article 8.3.1.5., "Calendar Day".
- 2. Gather information and direct attention to the aspects of adjoining projects that may be in the progress during the construction of a portion of this project. Plan and prosecute the sequence of construction and the traffic control plan with adjacent construction projects so as not to interfere with or hinder the completion of the work in progress on the adjoining projects. Coordinate projects to ensure an uninterrupted flow of traffic.

## ITEM 9: MEASUREMENT AND PAYMENT

- The Contractor shall submit all tickets, As-Built drawings and an updated schedule with each pay request. The County will withhold a 10% retainage from each pay request.

### ITEM 100: TREE REMOVAL

sawdust and backfilling the hole with select fill This item shall include the removal of trees in the ROW as noted on the plans, grinding of the stumps to 18" below grade, removal of the

1. All concrete pavement and curbing will be saw cut to full depth at connection points to existing pavements and curbs. Saw cutting of all concrete will not be measured or paid for directly but shall be considered subsidiary to various bid items.

### ITEM 132: STRUCTURAL FILL

ITEM 104: REMOVING CONCRETE

- Structural Fill utilized in this project shall be Type A with a 10<=PI=<20
- 2. Structural shall be rolled and compacted to not less than 92% of maximum dry density as determined by field density testing. Rolling and compaction of the structural fill will take place immediately before placing the flexible base materials and during dry conditions. Contractor to place Structural Fill in maximum 8 inch loose lifts. Field densities for the structural fill shall be made at the rate of 1 per 50 square yards per lift.
- Structural fill shall be installed to the limits behind the curbs as shown on the plans. This additional quantity will be considered subsidiary to
- This bid item shall include all excavation, grading, proof rolling, placement and compaction of the structural fill

## ITEM 162: SODDING FOR EROSION CONTROL

- 1. All areas disturbed during construction noted on the plans will be sodded. Limits of pay for sodding will be 1 foot and 6 inches behind the back of curb and sod needed for tree removal area which has been approximated to be two 6 foot by 6 foot areas.
- Sod will be watered after initial placement and until it is established as deemed necessary by the Engineer.
- Any fill needed, before placing sod, to level the sod with surrounding grades will be considered subsidiary to this bid item

- Flexible Base utilized in this project shall be Type A or Type D GR 2
- Compaction test will be taken at each lift as required by the Engineer. Densities shall be obtain 1 per every 50 square yards or fraction thereof per lift. Minimum density shall be not less than 95% of maximum dry density. Flexible base materials shall be placed and compacted in a minimum of two lifts with a maximum loose material thickness of 8 inches.
- Base shall be installed 1 ft behind back of curb or as noted on the plans to the depths indicated on the plans. This additional quantity will be

# ITEM 351: SOFT SPOT SUBGRADE REPAIR (ONLY AS DIRECTED BY ENGINEER)

1. Repair soft subgrade areas only as directed by the Engineer. Identified soft spots shall be excavated a minimum 9 inches and backfilled and compacted in lifts with structural fill. This item may or may not be used.

## ITEM 361: REPAIR OF CONCRETE PAVEMENT

- otherwise noted on the plans. Spacing adjustments may be required at the edges on both sides of the proposed concrete pavement lane widths Deformed reinforcement bar size, spacing and placement shall conform to TxDOT Standard Repair of Concrete Pavement Detail or
- Construct hydraulic cement concrete pavement with or without curbs on the concrete pavement. Provide Class HES concrete 3000 PSI at 1
- Wire mat reinforcements are not allowed for use on roadway construction for this project.
- 4. Sawing of all joints shall begin as soon as sawing can be accomplished without damage to the pavement and completed before 12 hours has elapsed. Any random cracking of the pavement, which in the opinion of the engineer, is due to incomplete sawing operation shall be removed and
- S Class 5 self-leveling low modulus silicone sealant shall be used to seal joints within repair areas on this project.
- All longitudinal and transverse joints shall be sawed.

6.

- 7. Saw cutting of all joints (Transverse expansion joints, longitudinal construction joints, longitudinal sawed joints, transverse sawed joints and others) will not be paid for separately but shall be considered subsidiary to various bid items.
- Any asphalt removed as a part of a repair area will be considered subsidiary to this bid item.

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Heavy Broom Finish for final surface texture unless otherwise directed by the Engineer.

## CONCRETE DOWNSPOUT PADS (Diamond D Drive)

- Includes excavation, forming, reinforcement and placement of concrete downspout pads.
- Pads to be constructed per details on the drawings and be constructed of 3,000 concrete.

### ITEM 500: MOBILIZATION

- project site to begin work or complete work on Contract Items. Bonds and insurance are required for performing mobilization. Establish and remove offices, plants, and facilities. Move personnel, equipment, and supplies to and from the project or the vicinity of the
- Mobilization shall not exceed three (3) percent of the total construction items amount prior to the cost of mobilization being added.

## ITEM 502: BARRICADES, SIGNS, AND TRAFFIC HANDLING

- sequence of work so as to minimize inconvenience to the traveling publi Submit a Traffic Control Plan prior to the beginning of work for approval by the Engineer as outlined in TXDOT Item 502. Plan the
- Traffic Control Devices for Streets and Highways" for typical construction layouts. various phases of construction. Place and construct these barricades and warning signs in accordance with the latest "Texas Manual on Uniform Furnish and maintain the barricades and warning signs, including the necessary temporary and portable traffic control devices, during the
- additional signs and barricades subsidiary to Item 502 Furnish additional barricades and signs to maintain traffic and motorists' safety when directed by the Engineer. Consider payment for these
- Cover work zone signs when work related to the signs is not in pr when any hazard related to the signs no longer exists



PAGE 2 OF 3 PAGES

PROJECT: CONCRETE ROAD REPAIR PROJECT
PHONE: (409) 835-8584 FAX: (409) 835-8718
BEAUMONT, TEXAS 77701
1149 PEARL STREET, 5TH FLOOR
JEFFERSON COUNTY COURTHOUSE
ENGINEERING DEPARTMENT
JEFFERSON COUNTY

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& SPECIFICATIONS	DRW'N. BY: G.K.
SHEET:	SHEET 3 OF 14
CONCRETE ROAD REPAIR PROJECT	FRUJECT: CONCRETE

М.F.

- 5. Keej Handling" Keep the delineation devices, signs, and pavement markings clean. This work is subsidiary to the Item, "Barricades, Signs, and Traffic
- 6. Do not mount signs on drums or barricades, except those listed in the latest Barricades and Construction standard sheets
- Use traffic cones for daytime work only. Replace the cones with plastic drums during nighttime hours
- 8. Place positive barriers to protect drop-off conditions greater than 2 ft. within the clear zone that remain overnight. The traffic control plan (TCP) shall conform to the BC (1)-(12) standards and part VI of the Current Texas Manual of Uniform Traffic Control Devices.
- construction signs that are not in effect that are installed in a fashion that will not allow them to be removed from the right of way easily. days may be placed along the shoulder of the roadway or right of way when not in use or stored in other approved areas on the project. Cover any Remove all traffic control devices from the roadway, off of the right of way, when they are not in use. Devices scheduled to be used within 3
- 10. Construct all work zone signs, sign supports, and barricades from material other than wood unless approved by the engineer.
- Galvanize steel supports if used. Aluminum posts, if used, shall meet the following minimum thickness requirements:

Square Feet	Minimum Thicknes
Less Than 1.5	0.080 Inches
1.5 To 7.5	0.100 Inches
Greater Than 7.5	0.125 Inches

- 12. Any changes to the traffic control plan must be approved in writing by the Engineer. Submit the revised plan for approval to the Engineer.
- closures and detours. 13. The Contractor shall include a schedule of street closure dates in the Traffic Control Plan. Contact the Precincts 72 hours in advance of
- advance. 14. It is the responsibility of the Contractor to notify commercial businesses and residential citizens of work to be performed 48 hours in
- 15. The approval by the engineer of the method and procedure the contractor plans to use to handle or detour traffic will not relieve the contractor of his responsibility for the protection of the traveling public.
- 16. Use drums or vertical panels instead of cones as traffic control devices.
- route plan shall show streets to be taken for trucks and vehicles either empty or hauling materials going in or out the construction areas scope of work. The Streets that are to be used as truck and vehicle routes shall be truck loads roadway bearing pavements. Upon approval of the Engineer, by the Engineer. this truck routing plan will be strictly implemented. Any changes that is required as construction phases progresses will be reviewed and approved The Contractor shall submit to the County, prior to start of any construction work, a hauling truck and construction vehicles route plan. This work will not be measured or paid for separately but will be considered subsidiary to this pay item.
- the highway. Provide flaggers at each side-road intersection and ensure they have communication with the flaggers controlling the movement of traffic on

# ITEM 506: TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS

- This item will not be paid for directly but considered subsidiary to various bid items.

Temporary erosion, sediment and water control measures shall be required

2

- Erosion control logs are to be utilized at every inlet or discharge point within the affected areas of construction and should remain in place throughout the duration of construction.
- Contractor will be responsible for removing dirt from the roads daily to prevent tracking.
- All concrete truck washout will be disposed of at the plant.

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- Contractor shall police the construction area at the end of each day and remove and containerize all trash Pumped stormwater shall be channeled through a rock berm, erosion control log or other method to help prevent excessive

# ITEM 713: CLEANING AND SEALING JOINTS AND CRACKS (CONCRETE PAVEMENT)

- Class 5, hot poured rubber sealant, will be used for sealing cracks for this item.
- construction in each location. All cracks and joints within the project areas will be sealed. Other areas, if necessary, will be determined by the Engineer in the field prior to
- This item will not be paid for directly but will be considered subsidiary to various bid items.

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PAGE 3 OF 3 PAGES

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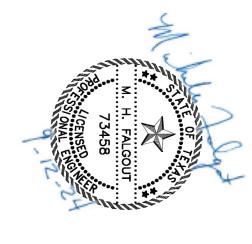
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Bid

## **SUMMARY OF ESTIMATED QUANTITIES**

### 2024 Concrete Road Repair Project **Jefferson County**

BARRICADES, SIGNS AND TRAFFIC HANDLING  11 502 (Walker Lane)  LS	BARRICADES, SIGNS AND TRAFFIC HANDLING (Diamond LS 1.0	9 500 MOBILIZATION (MAX 3%)	8 N/A CONCRETE DOWNSPOUTS (DIAMOND D DRIVE) EA 4.0	SOFT SPOT SUBGRADE REPAIR (ONLY AS DIRECTED  7 351 BY THE ENGINEER)  SY 20.0	6 529 CONCRETE CURB IN PLACE LF 157.0	5 251 6" CONCRETE (HES) IN PLACE SY 348.5 3.7 5.3	5 247 10" COMPACTED LIMESTONE BASE IN PLACE SY 348.5 3.7 5.3	4 247 8" COMPACTED LIMESTONE BASE IN PLACE SY	4 162 BLOCK SODDING IN PLACE SY 27.0	10" COMPACTED STRUCTURAL FILL IN PLACE (includes 3 132 excavation, proof rolling, backfill and compaction) SY	2 104 REMOVE CONCRETE PAVING SY 348.5 3.7 5.3	INCE NEW CANTENER PARE (AND THE NEW CANTENER PARE)	TREE REMOVAL (WALKER LANE)
				C.	c:	3 7	3.7		27.0		3.7		
				20.0	135.0	20.9 232.0	20.9	232.0	23.0	232.0	21.0 232.0	2.0	
	1.0	1.0	4.0	40.0	292.0	610.4	378.4	232.0	50.0	232.0	610.5	2.0	



JEFFERSON COUNTY
ENGINEERING DEPARTMENT
JEFFERSON COUNTY COURTHOUSE
11/49 PERAL STREET, 577701
PROJECT: CONCRETE ROAD REPAIR PROJECT SHEET 5 OF 14 DRW'N. BY: CHK'D. BY: G.ㅈ. SHEET:
ESTIMATED
QUANTITIES
05



PROJECT LOCTION #1
DIAMOND D DRIVE
AERIAL PLAN

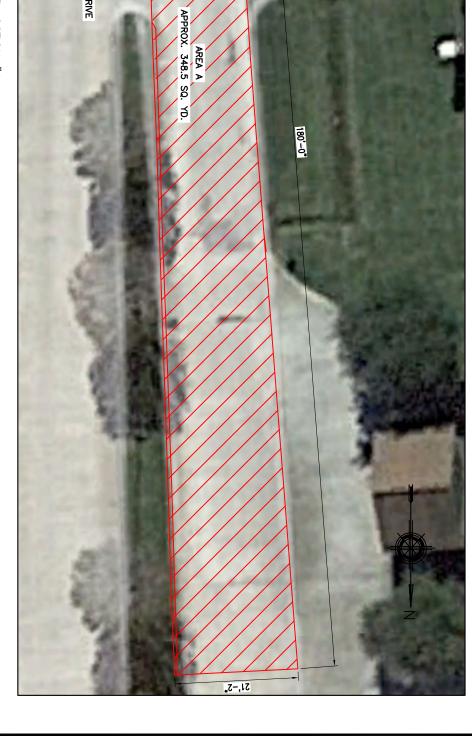
DIAMOND D DRIVE

AREA C APPROX. 5.25 SQ. YD.

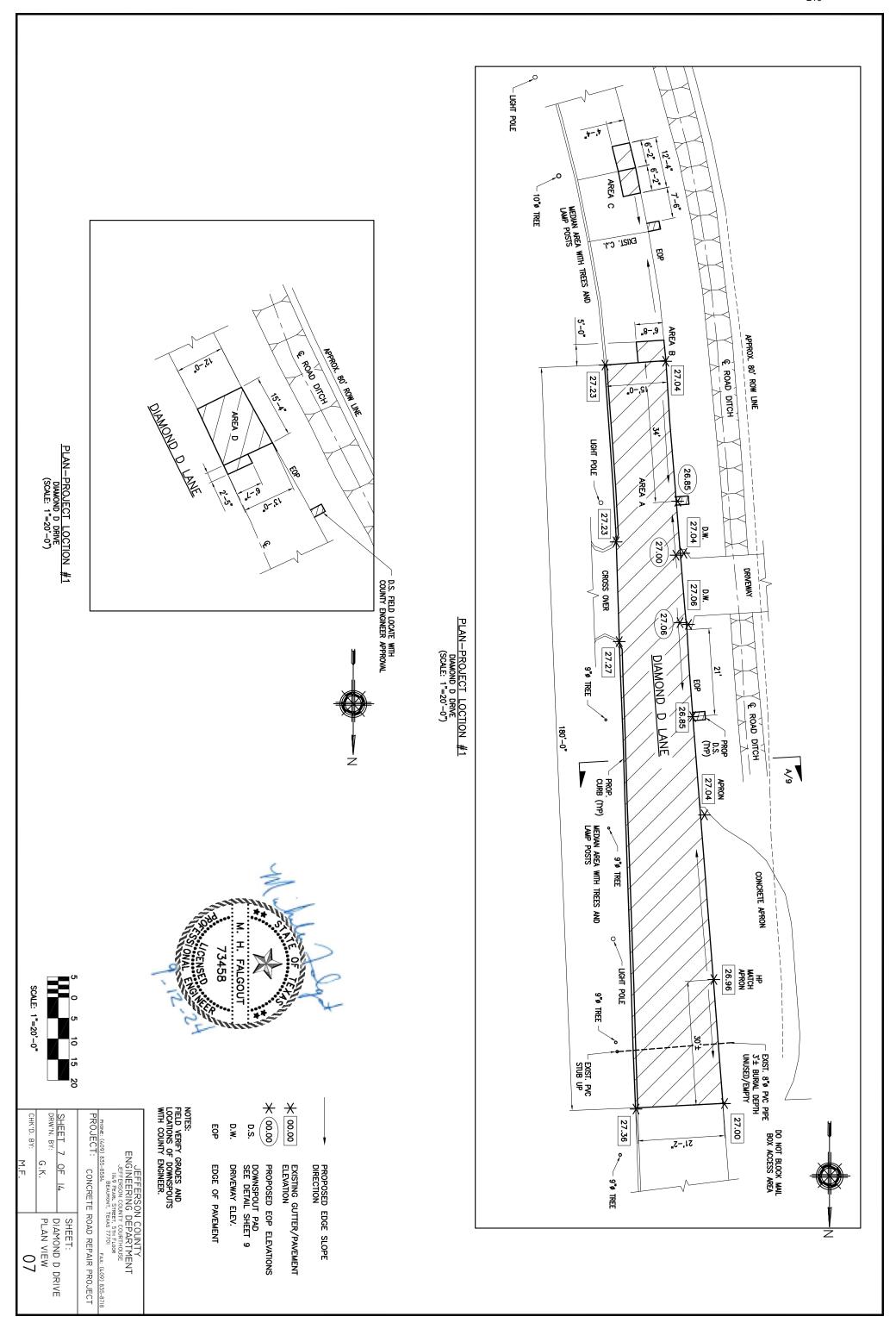
> AREA B APPROX. 3.7 SQ. YD.

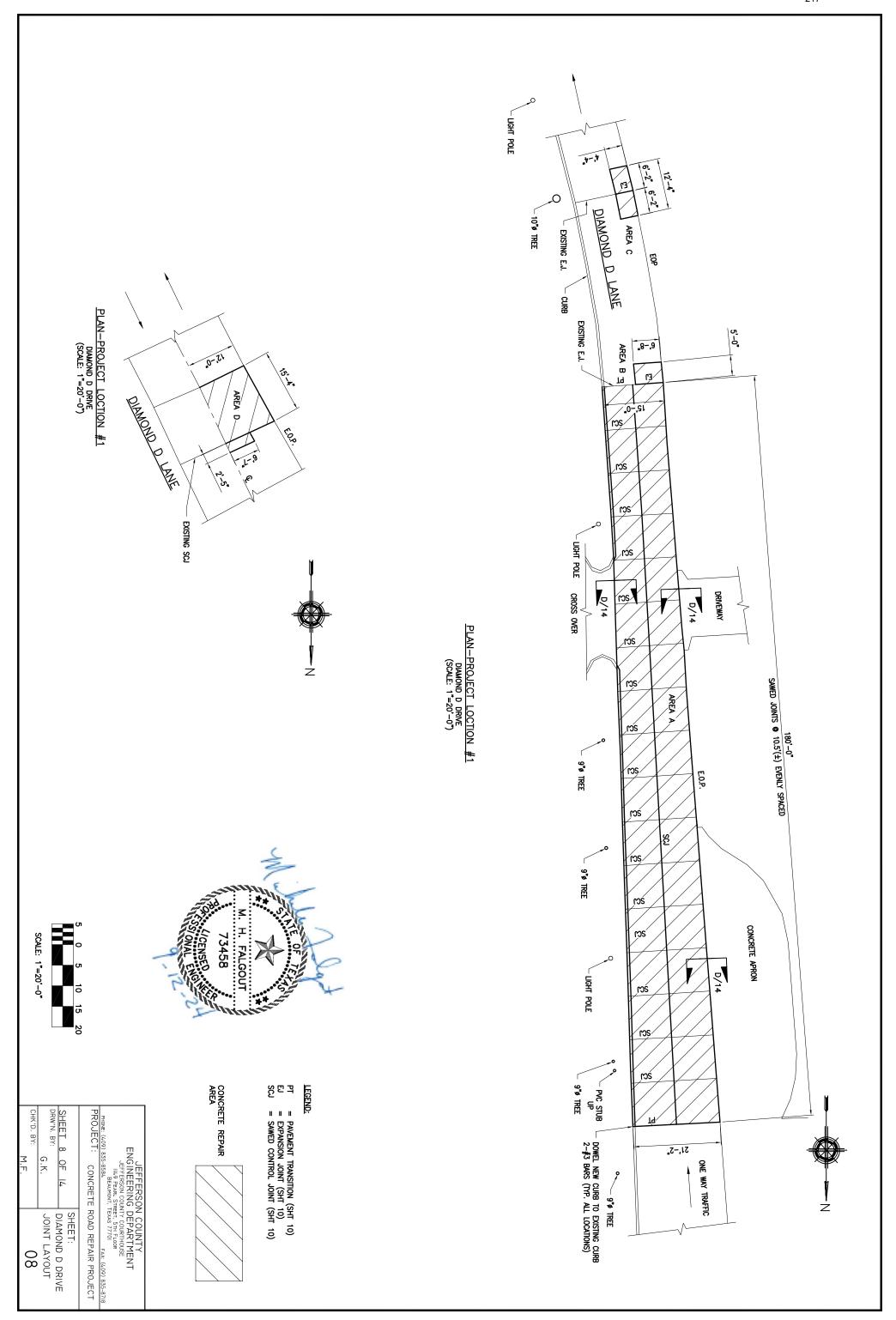
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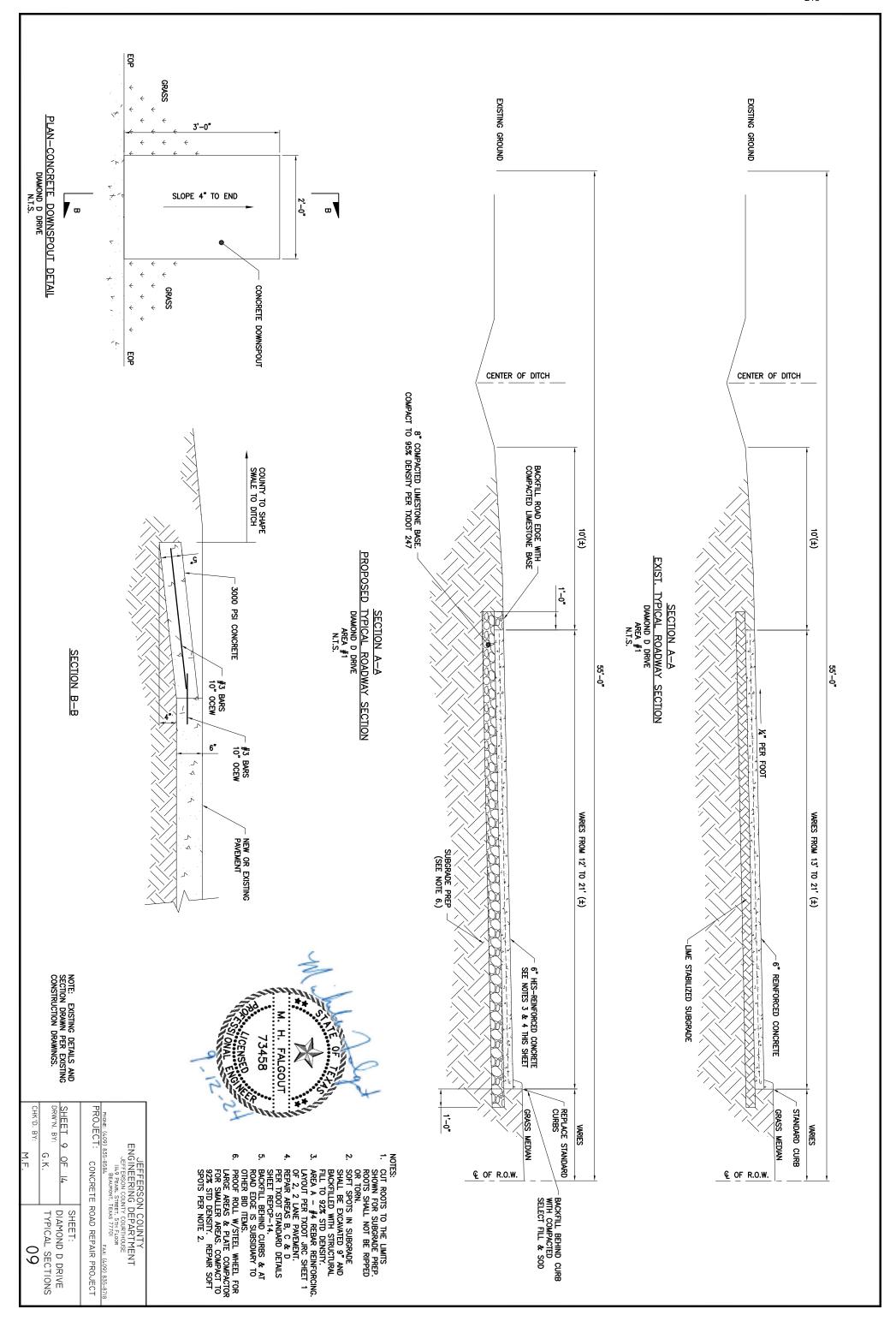
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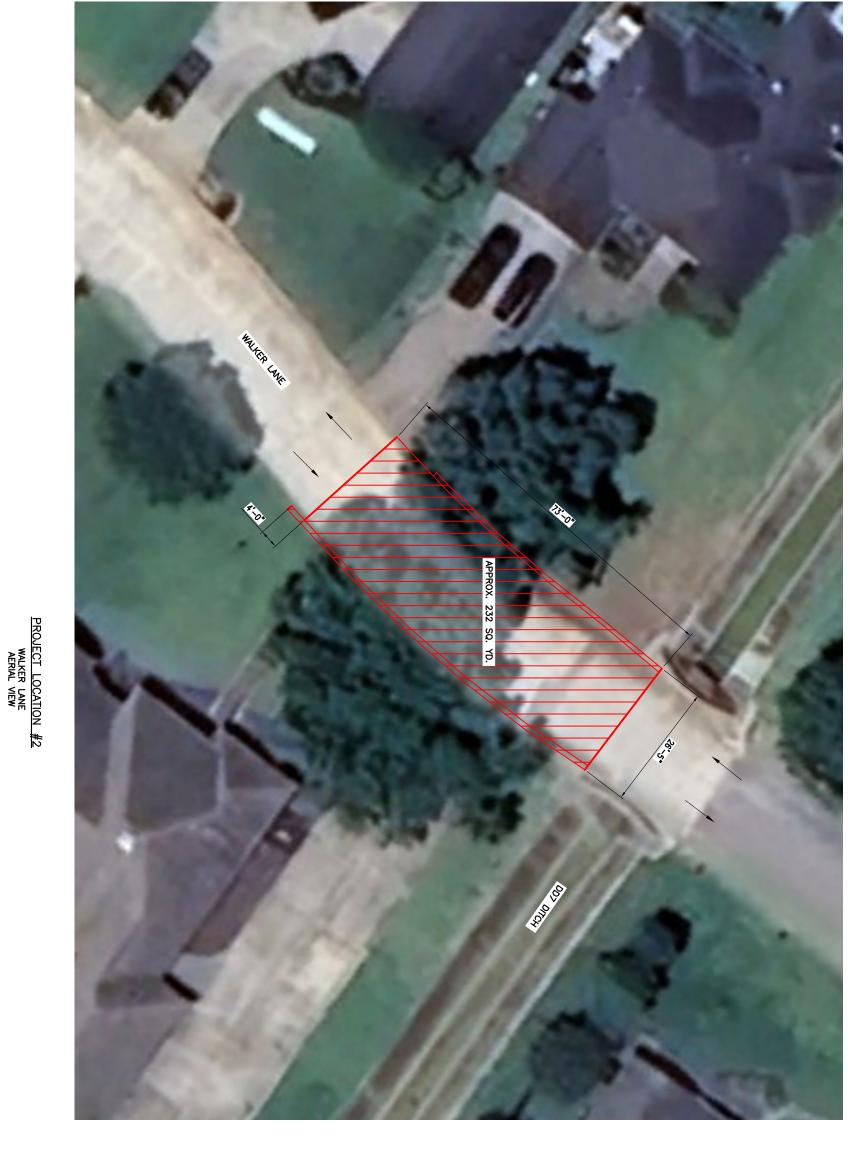








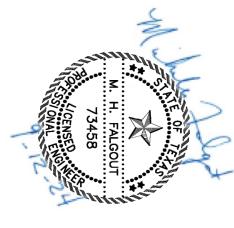




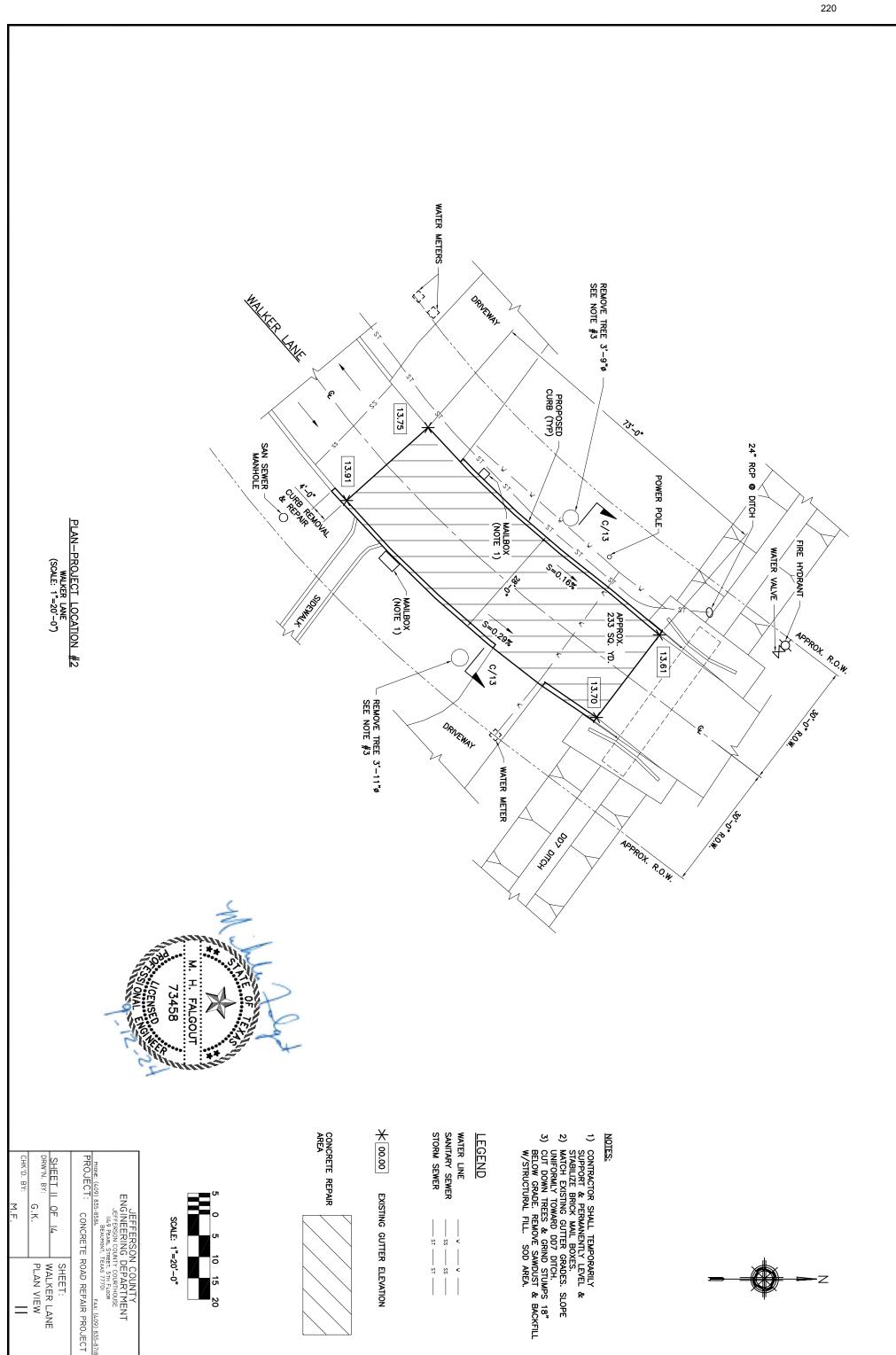


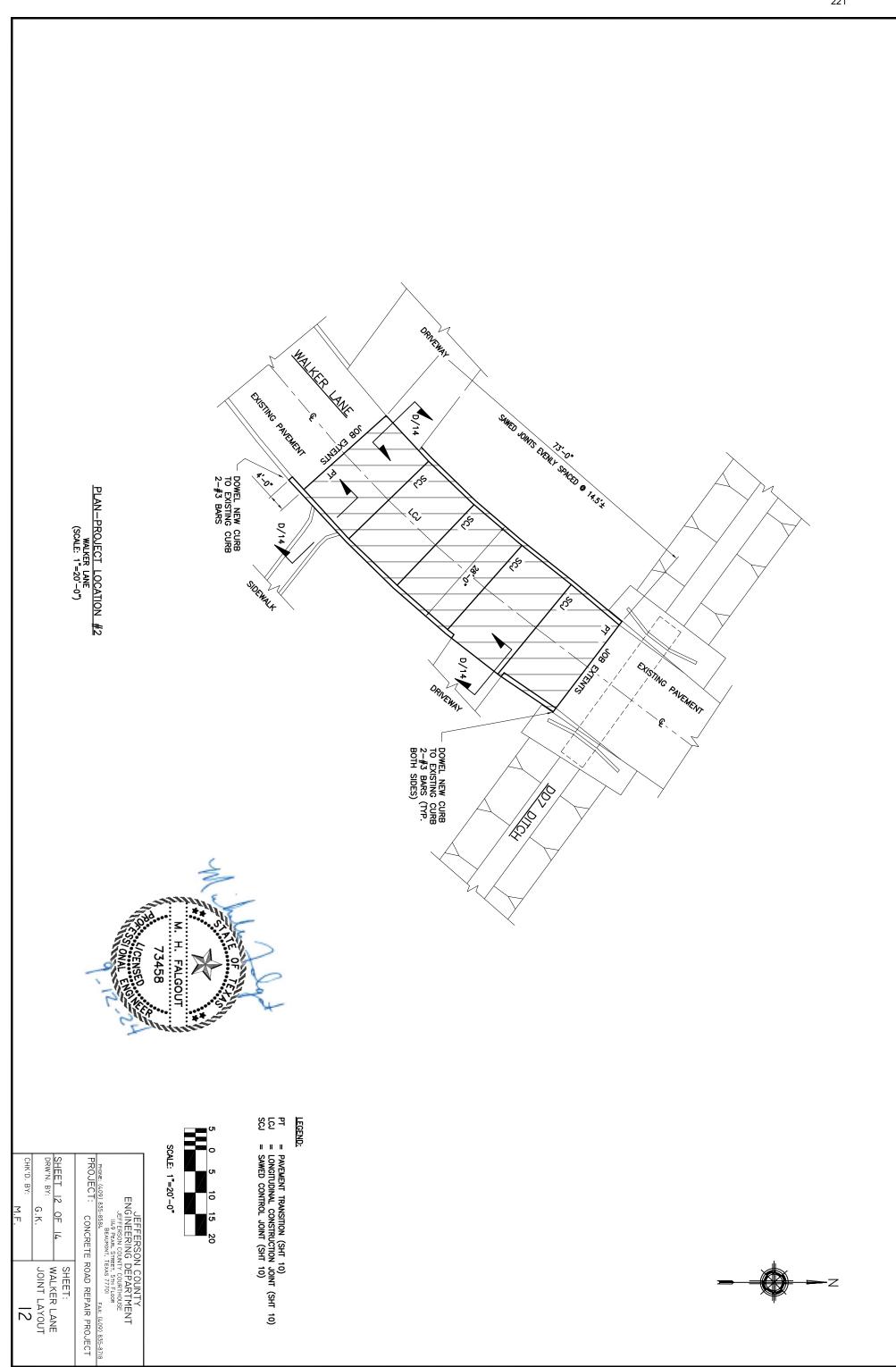


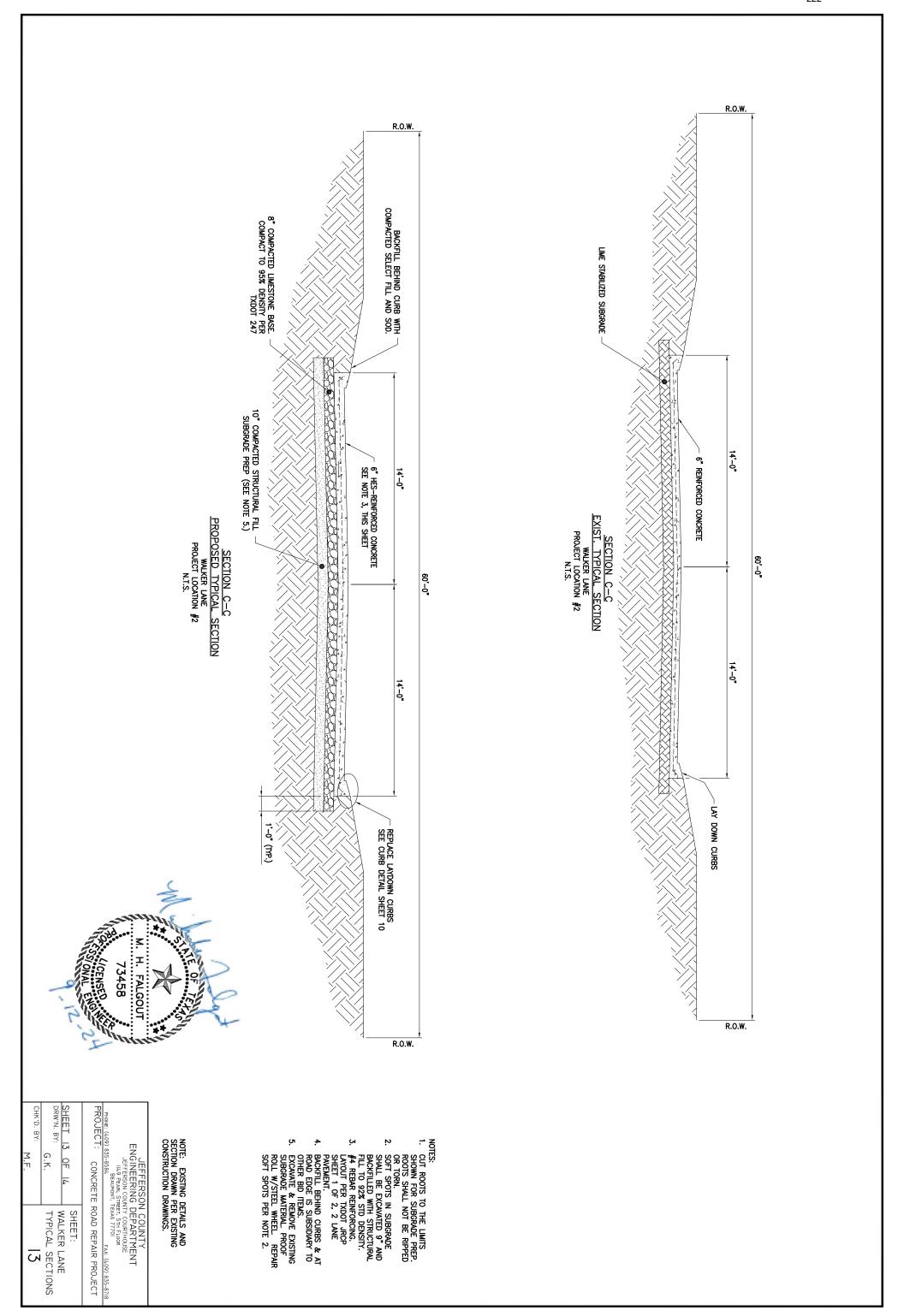
CHK'D. BY:	DRW'N. BY:	SHEET 10 OF 14	PROJECT: CONCRETE	PHONE: (409) 835-8584	BEAUMONT, TEXAS 77701	JEFFERSON COUNTY COURTHOUSE	ENGINEERING DEPARTMENT	JEFFERSON COUNTY
10	AERIAL PLAN	SHEET:	CONCRETE ROAD REPAIR PROJECT	FAX: (409) 835-8718	EXAS 77701	TY COURTHOUSE	DEPARTMENT	1 COUNTY

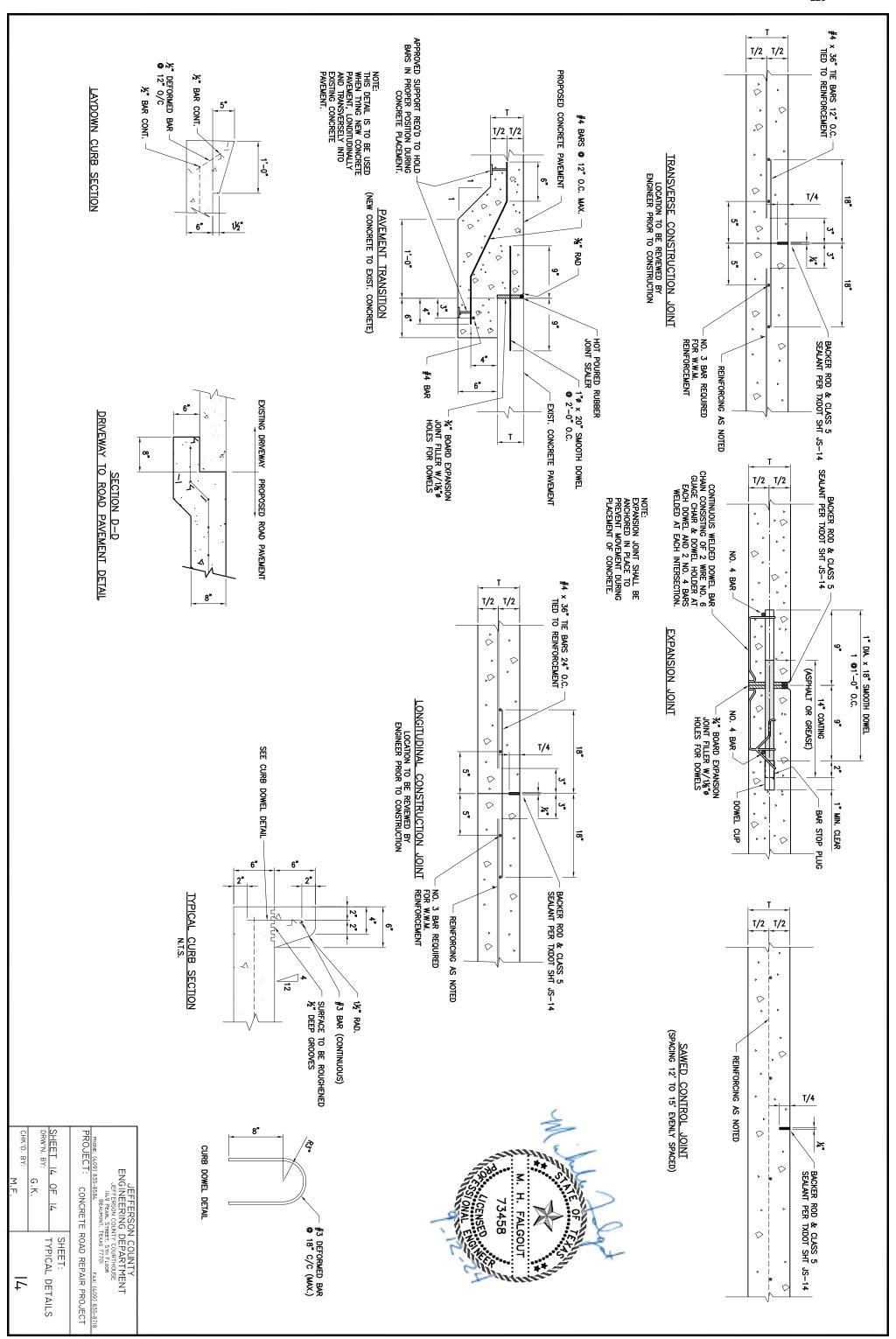


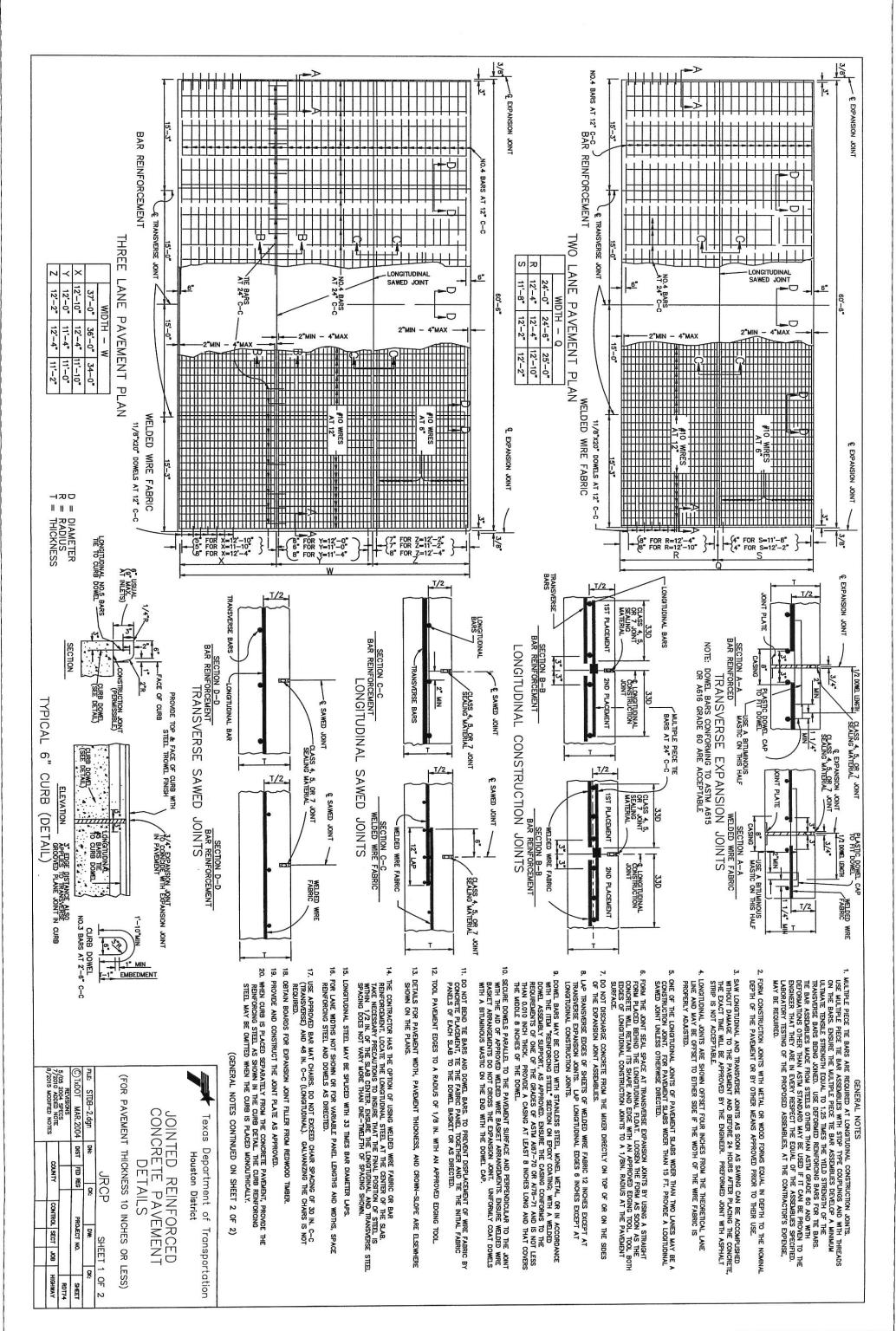










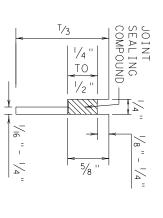


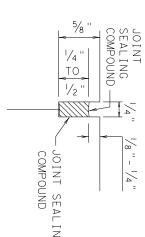
METHOD

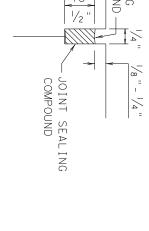
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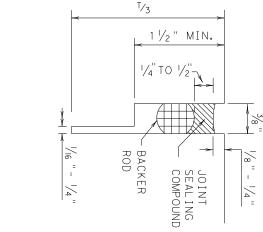
JOINT

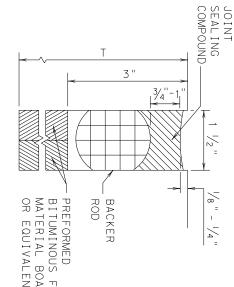
SEALING COMPOUND











MATERIAL BOARD OR EQUIVALENT. AL BOARDS NOUS FIBER

COMPOUND SEAL ING INIOF 11/2 " /2 7 /4 :: 3% " -PREFORMED
BITUMINOUS FIBER
MATERIAL BOARDS BACKER ROD OR EQUIVALENT.

LONGITUDINAL CONTRACTION JOINT SAWED

LONGITUDINAL OR TRANSVERSE CONSTRUCTION JOINT

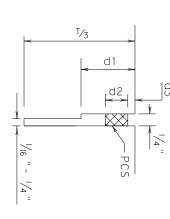
CONTRACTION JOINT TRANSVERSE SAWED

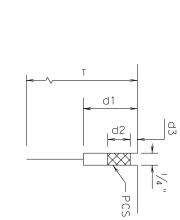
TRANSVERSE EXPANSION

JOINT FORMED

SOLATION JOINT FORMED

## METHOD $\triangleright$ (PCS) (DMS-6310 PREFORMED COMPRESSION CLASS 6) SEALS



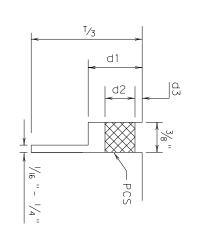


LONGITUDINAL

CONTRACTION JOINT SAWED

CONSTRUCTION JOINT LONGITUDINAL

1/2 " - 1 5/8



d1

d2



BITUMINOUS FIBER MATERIAL BOARDS

PREFORMED

CONTRACTION JOINT

TRANSVERSE SAWED

## GENERA NOTES

- UNLESS OTHERWISE SHOWN IN THE PLANS, EITHER METHOD "A" OR METHOD "B" MAY BE USED.
- 2 THE LOCATION OF JOINTS SHALL BE AS SHOWN ELSEWHERE IN THE PLANS.

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- FOR THE LONGITUDINAL AND TRANSVERSE CONSTRUCTION JOINTS AND THE SAWED JOINTS. THE JOINT RESERVOIR FOR SEALANT OR PCS SHALL BE SAWED UNLESS OTHERWISE SHOWN ON THE PLANS
- 4 DIMENSIONS d1, d2, AND d3 SHOWN IN METHOD A SHA COMPRESSION SEAL MANUFACTURER'S RECOMMENDATION. A SHALL BE IN ACCORDANCE WITH THE PREFORMED
- 'n REFER TO DMS-6310 "JOINT SEALANTS AND FILI \_ERS" FOR THE CLASSIFICATIONS.

6

- FOR SAWED LONGITUDINAL JOINT, LONGITUDINAL OR TRANSVERSE CONSTRUCTIC SEALANT CLASS 5 OR 8 UNLESS OTHERWISE SHOWN ON THE PLAN OR APPROVED. OR TRANSVERSE CONSTRUCTION JOINT, USE JOINT
- 7. FOR TRANSVERSE SAWED CONTRACTION, TRANSVERSE FORMED EXPANSION JOINT, AND ISOLATION JOINT USE JOINT SEALANT CLASS 5 OR 8 AT NEW JOINTS. USE JOINT SEALANT CLASS 4,5,7,0R 8 FOR MAINTAINING EXISTING JOINTS.
- $\infty$ ITEM JOINTS SHALL BE CLEANED IN ACCORDANCE 7713 "CLEANING AND SEALING JOINTS AND WITH THE ITEM 438 "CLEANING AND SEALING JOINTS" CRACKS (CONCRETE PAVEMENT)". OR
- 9 ISOLATION JOINTS ACCOMMODATE HORIZONTAL AND VERTICAL MOVEMENTS THAT OCCUR BETWEEN A PAVEMENT AND A STRUCTURE. ISOLATION JOINTS MAY BE USED FOR BRIDGE ABUTMENTS, INTERSECTIONS, CURB AND GUTTER, OLD AND NEW PAVEMENTS, OR AROUND DRAINAGE INLETS, MANHOLES, FOOTINGS AND LIGHTING STRUCTURES.



## CONCRETE PAVING DETAILS JOINT SEALS

SHEET NO.		COUNTY		DIST	
					REVISIONS
HIGHWAY	E	gor	SECT	CONT SECT	© TxDOT: DECEMBER 2014
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;	# .5	9#	#5					#6						#5			BAR SIZE	R SIZE	THICKNESS	1 STEEL
	NONF	24.0	24.0	6.0	6. 25	6.5	6. 75	7.0	7.5	8.0	8.5	9.0	6.0	6.5	7.0	7.5	SPACING	REGULAR BARS	LONGITUDINAL*	L BAR SIZE
	12.0	12.0	12.0	6.0	6.25	6.5	6. 75	7.0	7.5	8.0	8.5	9.0	6.0	6.5	7.0	7.5	SPACING	TIEBARS	DINAL*	AND SPACING
NONE I	NONE	24	24		•		•	24				•		24			SPACING	BARS	TRANSVERSE	CING
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**JSU** 12" SPACING S FIRST AND LAST SPACING Ā END 유 SIDE 유 ALL BARS.

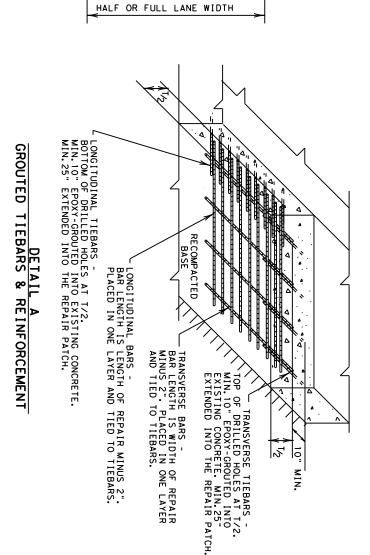
SEE

DETAIL

# 1. ITEM 361, "REPAIR OF CONCRETE PAVEMENT"SHALL GOVERN FOR THIS WORK.

GENERAL NOTES

- 2. MULTIPLE PIECE TIEBARS SHALL BE USED WHEN THE REPAIR AREA MUST BE PLACED IN TWO STAGES DUE TO SEQUENCE OF CONSTRUCTION.
- 3. FULL DEPTH SAW CUTS SHALL BE MADE AROUND THE PERIMETER TO BE REPAIRED. THE CUT SHALL BE MADE AT A RIGHT ANGLE PAVEMENT. 경유 ᡜᡜ AREA
- 4.AT LEAST ONE LONGITUDINAL FULL DEPTH SAW CUT SHALL BE EXISTING LONGITUDINAL JOINT. ΔŢ
- 5. ADDITIONAL SAW CUTS MAY BE REQUIRED WITHIN THE AREA OF THE REPAIR TO FACILITATE REMOVAL OF THE CONCRETE OR TO ALLEVIATE BINDING OF THE FULL DEPTH SAW CUT AT THE REPAIR EDGE.
- THE SAW CUTS WHICH EXTEND OUTSIDE THE AREA OF THE REPAIR WILL CLEANED AND FILLED WITH A CEMENTITIOUS GROUT APPROVED BY THE ENGINEER.
- EXISTING LONGITUDINAL AND TRANSVERSE JOINTS REMOVED DUE TO REPAIR OPERATION SHOULD BE RESTORED IN ACCORDANCE WITH STANDARD SHEET "CONCRETE PAVING DETAILS, JOINT SEALS."



REPAIR

PATCH

SEE GENERAL NOTES

## FULL-DEPTH REPAIR 읶 CRCP, JRCP, AND CPCD

PLAN

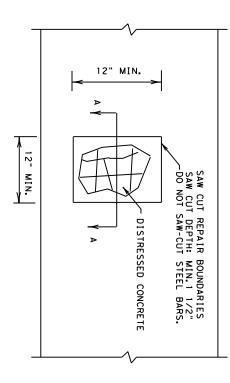
VIEW

MIN.

DATE: FILE:

## GENERAL NOTES

- 1. ITEM 361, "RE PAIR OF CONCRETE PAVEMENT"SHALL GOVERN FOR THIS WORK.
- 2. THE SAW CUTS CLEANED AND F ENGINEER. WHICH EXTEND OUTSIDE THE AREA OF THE REPAIR WILL BE FILLED WITH A CEMENTITIOUS GROUT APPROVED BY THE
- 3. EXISTING LONG: OPERATION SHOU "CONCRETE PAV" GITUDINAL AND TRANSVERSE JOINTS REMOVED DUE TO REPAIR OULD BE RESTORED IN ACCORDANCE WITH STANDARD SHEET VING DETAILS, JOINT SEALS."



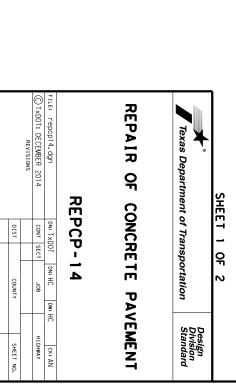
## PLAN VIEW

REMOVE ALL LOOSE MATERIALS AND CLEAN THE AREA BY APPROVED METHODS. ONLY SOUND CONCRETE IS LEFT IN PLACE. ~LONGITUDINAL STEEL BARS:

\*REPAIR AREAS MAY BE ADJUSTED AFTER REMOVING DISTRESSED
CONCRETE. SWITCH THE HALF-DEPTH REPAIR TO FULL-DEPTH
REPAIR IF EXPOSED EXISTING LONGITUDINAL BARS ARE DEFICIENT,
AS APPROVED. COMPENSATION WILL BE MADE FOR UNEXPECTED
VOLUMES OF REPAIR AREAS OR CHANGES IN SCOPE OF WORK. SO UND CONCRETE SOUND SOUND CONCRETE SAW CUT DEPTH: MIN. 1 DO NOT SAW-CUT STEEL 1/2" BARS.

- \*INCREASE THE REPAIR AREA AND PERFORM A FULL-DEPTH REPAIR AS DIRECTED IF LONGITUDINAL STEEL BARS WERE DAMAGED BY THE REMOVAL OPERATIONS. NO ADDITIONAL COMPENSATION WILL BE MADE. SECTION A-A

## HALF-DEPTH REPAIR



### DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

HALF OR FULL LANE WIDTH COAT ENTIRE DOWEL TO PREVENT BOND TIEBARS SEE PATCH LENGTH REPAIR PLAN VIEW DETAIL MIN. 38" MIN. PATCH REPAIR SAW CUT DEPTH: T/3
JOINT SEALS: METHOD A OR TRANSVERSE SMOOTH DOWEL SEE GENERAL NOTES > JOINT BARS LONGITUDINAL TIEBARS—
BOTTOM OF DRILLED HOLES AT T/2.
MIN.10" EPOXY-GROUTED INTO EXISTING CONCRETE.
MIN.25" EXTENDED INTO THE REPAIR PATCH. RECOMPACTED BASE TRANSVERSE TIEBARS TOP OF DRILLED HOLES AT T/2.
MIN. 10" EPOXY-GROUTED INTO
\EXISTING CONCRETE. MIN. 25"
\EXTENDED INTO THE REPAIR PATCH. SMOOTH DOWEL BARS—>
SEE TABLE NO. 2 FOR DOWEL BAR SIZE AND SPACING.
DELIVER PREFABRICATED DOWEL ASSEMBLIES TO THE
JOB SITE, COAT ENTIRE DOWEL BAR WITH A MATERIAL
WHICH WILL PREVENT BONDING TO THE CONCRETE.
STOP TIEBARS ABOUT 4" FROM THE DOWEL ASSEMBLY. 38" MIN. RECOMPACTED BASE ₹ Z1 /

# DETAIL B GROUTED TIEBARS & DOWELS

SECTION A-A

## GENERAL NOTES

- 1. ITEM 361, "REPAIR OF CONCRETE PAVEMENT" SHALL GOVERN FOR THIS WORK.
- 2.MULTIPLE PIECE TIEBARS SHALL BE USED WHEN THE REPAIR AREA MUST BE PLACED IN TWO STAGES DUE TO SEQUENCE OF CONSTRUCTION.
- 3. FULL DEPTH SAW CUTS SHALL BE MADE AROUND THE PERIMETER OF TO BE REPAIRED. THE CUT SHALL BE MADE AT A RIGHT ANGLE TO PAVEMENT EDGE AND TO THE CENTER LINE OF THE PAVEMENT. 표표 AREA
- 4. AT LEAST ONE LONE EXISTING LONGITURE NGITUDINAL FULL DEPTH SAW CUT SHALL BE AT AN JDINAL JOINT.
- 5. ADDITIONAL SAW CUTS MAY BE REQUIRED WITHIN THE AREA OF THE REPAIR TO FACILITATE REMOVAL OF THE CONCRETE OR TO ALLEVIATE BINDING OF THE FULL DEPTH SAW CUT AT THE REPAIR EDGE.

10" MIN.

TRANSVERSE JOINT

- 6. THE SAW CUTS WHICH EXTEND OUTSIDE THE AREA OF THE REPAIR WILL BE CLEANED AND FILLED WITH A CEMENTITIOUS GROUT APPROVED BY THE ENGINEER.
- 7.EXISTING LONGITUDINAL AND TRANSVERSE JOINTS REMOVED DUE TO REPAIR OPERATION SHOULD BE RESTORED IN ACCORDANCE WITH STANDARD SHEET "CONCRETE PAVING DETAILS, JOINT SEALS."
- 8. DOWEL BAR PLACEMENT TOLERANCE SHALL BE +/- 1/4 IN. HORIZONTALLY AND VERTICALLY UNLESS OTHERWISE SPECIFIED. WHERE DOWEL BAR BASKETS ARE USED, REMOVE THE SHIPPING WIRES.

≥10	<10	PAVEMENT THICKNESS (INCHES)	TABLE NO.
#10 (11/, IN_)	#8 (1 IN.)	SIZE AND DIA.	TABLE NO. 2 DOWELS (SMOOTH BARS)
α.	0	LENGTH	OTH BARS)
- 2.	ว	SPACING	

## REPAIR OF TRANSVERSE JOINT OF CPCD

			_
REPCP-14	REPAIR OF CONCRETE PAVEMENT	Texas Department of Transportation  Design Division Standard	SHEET 2 OF 2

TxDOT: DECEMBER 2 repcp14.dgn

> DN: TXDOT DN: HC CONT

> > DW: HC

CK: AN

90

DATE: FILE:

### ATTACHMENT B AFFIDAVIT OF WARRANTY

CONTRACTOR:	
PROJECT: (IFB 24-058/MR) Jefferson Co	ounty 2024 Concrete Road Repair Project
LOCATION:	
WORK PERFORMED:	
FINAL CONTRACT AMOUNT: \$	
CONTRACT DATE:	<u> </u>
	ne OWNER and that all Work is in accordance with the Contract ACTOR'S warranty and guarantee hereunder excludes defects or
	ntenance or operation by persons other than the CONTRACTOR, er individual or entity for whom the CONTRACTOR is
2) Normal wear and tear under normal us	rage.
the Requirements (Plans and Specifications), a under the Contract between from defects resulting from faulty Workmansh through	ACTOR, does hereby Guarantee and Warranty in accordance with all Labor and Materials on the said Project, and all work performed AND JEFFERSON COUNTY and/or assign to be free ip and/or Materials for the Guarantee Period extending from Upon receipt of written notice from the OWNER or shall remedy the defects and replace any property damaged uarantee period, as required.
SIGNING OFFICER:	DATE:
PRINTED NAME:	TITLE
Acknowledged by	, Notary Public.
Printed Name	
My Commission expires:	

### Addendum to IFB

**IFB NUMBER:** IFB 24-058/MR

**IFB TITLE:** Jefferson County 2024 Concrete Road Repair Project

IFB DUE BY: 2:00 pm CT, Tuesday, October 8, 2024

ADDENDUM NO.: 1

**ISSUED (DATE):** September 17, 2024

**To Bidder:** This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed bids to have been proffered in recognition and consideration of the entire IFB Specifications Package — *including all addenda*. For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed bid submission. If the bid submission has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and IFB Opening Date and Time, as stated above.** 

Reason for Issuance of this Addendum: Mandatory Pre-Bid Conference and Walk-Through changed to 1:30 pm CT, Thursday, September 26, 2024 at the Jefferson County Engineering Department Conference Room (5<sup>th</sup> Floor Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701

The information included herein is hereby incorporated into the documents of this present bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Respondent:

ATTEST:

Authorized Signature (Respondent)

Witness

Title of Person Signing Above

Witness

Typed Name of Business or Individual

Approved by \_\_\_\_ Date: \_\_\_\_\_

### Addendum to IFB

**IFB NUMBER:** IFB 24-058/MR

**IFB TITLE:** Jefferson County 2024 Concrete Road Repair Project

IFB DUE BY: 2:00 pm CT, Tuesday, October 8, 2024

ADDENDUM NO.: 2

**ISSUED (DATE):** October 2, 2024

**To Bidder:** This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed bids to have been proffered in recognition and consideration of the entire IFB Specifications Package — *including all addenda*. For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed bid submission.** If the bid submission has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and IFB Opening Date and Time, as stated above.

Reason for Issuance of this Addendum: Clarifications, Additions to Specifications and updated Bid Form. Please note, all changes to the Specification Details also applies to the Drawings.

The information included herein is hereby incorporated into the documents of this present bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Respondent:

ATTEST:

Authorized Signature (Respondent)

Witness

Title of Person Signing Above

Witness

Typed Name of Business or Individual

Approved by \_\_\_\_ Date: \_\_\_\_\_\_

- 1. In "Section 5: General Notes and Bid Item Notes", TXDOT Item 100: We added "Tree Removal is only to be performed as directed by the County Engineer. This item may or may not be used." This is found on page 46 of the Bid Specification Packet.
- 2. In "Section 5: General Notes and Bid Item Notes, TXDOT Item 361: Repair of Concrete Pavement" we added "Work associated with this item shall also meet requirements of TXDOT item 360. Field testing for concrete placement shall be performed at the rate of one (1) set of compressive samples per Project Location shown on the Project Plan Cover Page per day of placement. This is found on page 47 of the Bid Specification Packet.
- 3. In "Section 6: Governing Construction Specifications", TXDOT Item 360 Concrete Pavement has been added to the "Standard Specifications". This is found on page 50 of the Bid Specification Packet.
- 4. Clarification: The reinforcing steel applicable to the project, outlined in Table No. 1 on the project plan sheet "Repair of Concrete Pavement REPCP-14" shall follow the requirements for Jointed Reinforced Concrete Pavement (JRCP).
- 5. Clarification: Vendor is required to design a detour plan.
- 6. The "Bid Form" has been updated. The revised "Bid Form" is attached.
- 7. The "Summary of Estimated Quantities" has been updated. The revised "Summary of Estimated Quantities" is attached.

### **BID FORM**

Bid Item	TXDOT Item	Bid Item Description	Unit	Estimated Quantity	Unit Price	Extended Amount (Total for Line Item)
1	100	Tree Removal (Walker Lane)	EA	2.0	\$	\$
2	104	Remove Concrete Paving	SY	612.0	\$	\$
3	132	10" Compacted Structural Fill in Place (includes excavation, proof rolling, backfill and compaction)	SY	232.0	\$	\$
4	162	Block Sodding in Place	SY	50.0	\$	\$
5	247	8" Compacted Limestone Base in Place	SY	232.0	\$	\$
6	247	10" Compacted Limestone Base in Place	SY	378.4	\$	\$
7	<del>251</del> 361	6" Concrete (HES) in Place	SY	610.4	\$	\$
8	529	Concrete Curb in Place	LF	292.0	\$	\$
<del>-8</del> 9	351	Soft Spot Subgrade Repair (Only as directed by the Engineer)	SY	40.0	\$	\$
10	N/A	Concrete Downspout Pads (Diamond D Drive)	EA	4.0	\$	\$

11	500	Mobilization (MAX 3%)	LS	1.0	\$	\$
12	502	Barricades, Signs and Traffic Handling (Diamond D Drive)	LS	1.0	\$	\$
13	502	Barricades, Signs and Traffic Handling (Walker Lane)	LS	1.0	\$	\$
					TOTAL BID AMOUNT	\$

### **SUMMARY OF ESTIMATED QUANTITIES**

### **Jefferson County** 2024 Concrete Road Repair Project

				DIAMOND D DRIVE AREA #1-A	DIAMOND D DRIVE AREA #1-B	DIAMOND D DRIVE AREA #1-C	DIAMOND D DRIVE AREA #1-D	WALKER LANE	PROJECT BID TOTALS
Bid Item	TXDOT Item	BID ITEM DESCRIPTION	Uni	t Quantity	Quantity	Quantity	Quantity	Quantity	Quantity
item	Item	BID ITEM DESCRIPTION	Oili	t Quantity	Quantity	Quantity	Quantity	Quantity	Quantity
1	100	TREE REMOVAL(WALKER LANE)	EA					2.0	2.0
2	104	REMOVE CONCRETE PAVING	SY	348.5	3.7	5.3	21.0	232.0	610.5
3	132	10" COMPACTED STRUCTURAL FILL IN PLACE (Includes excavation, proof rolling, backfill and compaction)	SY					232.0	232.0
4	162	BLOCK SODDING IN PLACE	SY	27.0				23.0	50.0
4	247	8" COMPACTED LIMESTONE BASE IN PLACE	SY					232.0	232.0
5	247	10" COMPACTED LIMESTONE BASE IN PLACE	SY	348.5	3.7	5.3	20.9		378.4
5	251	6" CONCRETE (HES) IN PLACE	SY	348.5	3.7	5.3	20.9	232.0	610.4
6	529	CONCRETE CURB IN PLACE	LF	157.0				135.0	292.0
7	351	SOFT SPOT SUBGRADE REPAIR (ONLY AS DIRECTED BY THE ENGINEER)	SY	20.0				20.0	40.0
8	N/A	CONCRETE DOWNSPOUTS (DIAMOND D DRIVE)	EA	4.0					4.0
9	500	MOBILIZATION (MAX 3%)	LS			,			1.0
10	502	BARRICADES, SIGNS AND TRAFFIC HANDLING (Diamond D Drive)	LS	1.0					1.0
11	502	BARRICADES, SIGNS AND TRAFFIC HANDLING (Walker Lane)	LS					1.0	1.0



JEFFERSON COUNTY
ENGINEERING DEPARTMENT
JEFFERSON COUNTY COURTHOUSE
II49 FEARL STREET, 5TH FLOOR
BEALMONT, TEXAS 77701
PHONE: (409) 835-8584
PROJECT: CONCRETE ROAD REPAIR PROJECT

SHEET 5 OF 14 DRW'N. BY: G.K.

CHK'D. BY:

ESTIMATED QUANTITIES 05



### 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

September 17, 2024

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid (IFB 24-058/MR) Jefferson County 2024 Concrete Road Repair Project. Specifications for this project may be obtained from the Jefferson County website, <a href="https://www.co.iefferson.tx.us/Purchasing/">https://www.co.iefferson.tx.us/Purchasing/</a> 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:** 

Jefferson County 2024 Concrete Road Repair Project

**BID NUMBER:** 

IFB 24-058/MR

DUE BY TIME/DATE:

2:00 pm CT, Tuesday, October 8, 2024

MAIL OR DELIVER TO:

**Jefferson County Purchasing Department** 

1149 Pearl Street, 1st Floor Beaumont, Texas 77701

There will be a Mandatory Pre-Bid Conference and Walk-Through at 2:00 pm CT on Wednesday, September 25, 2024, at the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701.

The County shall require the Bidder to furnish a Bid Security in the amount of five percent (5%) of the total contract cost. The bid bond must be executed with a surety company authorized to do business in the State of Texas.

Within ten (10) days after the date of contract execution and prior to the issuance of Notice to Proceed and/or Purchase Order, the Bidder shall furnish the following bonds: <u>Performance Bond</u> to the County for the full amount of the contract if the contract exceeds one hundred thousand dollars (\$100,000). <u>Payment Bond</u> to the County for the full amount of the contract if the contract exceeds twenty-five thousand dollars (\$25,000.00).

Any questions relating to these bid requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: <a href="mistey.reeves@jeffcotx.us">mistey.reeves@jeffcotx.us</a>. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: <a href="mailto:deb.clark@jeffcotx.us">deb.clark@jeffcotx.us</a>.

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

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

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

Deborah L. Clark, Purchasing Agent Jefferson County, Texas **PUBLISH:** 

Beaumont Enterprise & Port Arthur News:

September 18, 2024 & September 25, 2024

The Examiner:

September 19, 2024

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One (1) Original and one (1) Bid Copy; with all copies to include a Completed Copy of this specifications packet, <u>in its entirety</u>. 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. <a href="https://www.co.jefferson.tx.us/Purchasing/">https://www.co.jefferson.tx.us/Purchasing/</a>

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 <u>must</u> 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.

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### 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-DETERIMINATION.

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 <u>90</u> 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 a 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.

### 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 <a href="https://www.co.jefferson.tx.us/Purchasing/">https://www.co.jefferson.tx.us/Purchasing/</a> 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

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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 (<u>in writing on the included Bid Form</u>), 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. SMALL, MINORITY & WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of Jefferson County to increase the participation of Small, Minority (MBE) and women-owned (WBE) businesses 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.

Minority owned business may be eligible for contract procurement assistance with public and private sector entities from MBDA Centers

### **Dallas Fort Worth MBDA Business Center**

8828 N. Stemmons Freeway, Ste. 550 B Dallas, TX 75247 214-920-2436

Website: <a href="https://www.mbdadfw.com">https://www.mbdadfw.com</a>
Email: <a href="mailto:admin1@mbdadallas.com">admin1@mbdadallas.com</a>

### El Paso MBDA Business Center

2401 East Missouri Avenue El Paso, TX 79903 915-351-6232

Website: https://www.mbda.gov/business-center/el-paso-mbda-business-center

Email: treed@ephcc.org

### **Houston MBDA Business Center**

3100 Main Street, Ste. 701 Houston, TX 77002 713-718-8974

Website: https://www.mbda.gov/business-center/houston-mbda-business-center

Email: mbda@hccs.edu

### San Antonio MBDA Business Center

501 W. Cesar E. Chavez Blvd., Ste. 3.324 B San Antonio, TX 78207 210-458-2480

Website: https://www.mbda.gov/business-center/san-antonio-mbda-business-center

Email: Jacqueline.jackson@utsa.edu

Small and woman-owned business may be eligible for assistance from U.S. Small Business Administration (SBA):

Website: https://www.sba.gov/local-assistance

### Dallas/Fort Worth District Office

150 West Parkway, Ste. 130 Euless, TX 76040 817-684-5500

Website: https://www.sba.gov/district/dallas-fort-worth

Email: dfwdo.email@sba.gov

### El Paso District Office

211 N. Florence St, Ste. 201 El Paso, TX 79901 915-834-4600

Website: https://www.sba.gov/district/el-paso

Email: Suzanne.aguirre@sba.gov

### **Houston District Office**

8701 S. Gessner Dr, Ste. 1200 Houston, TX 77074 713-773-6500

Website: <a href="https://www.sba.gov/district/houston">https://www.sba.gov/district/houston</a>

Email: houston@sba.gov

### **Lower Rio Grande Valley District Office**

2422 E. Tyler Ave, Suite E Harlingen, TX 78550 956-427-8533

Website: https://www.sba.gov/district/lower-rio-grande-valley

Email: lrgvdo.email@sba.gov

### San Antonio District Office

615 E. Houston St, Ste 298 San Antonio, TX 78205

210-403-5900

Website: https://www.sba.gov/district/san-antonio

Email: sado.email@sba.gov

### **West Texas District Office**

1205 Texas Ave, Room 408 Lubbock, TX 79401 806-472-7462

Website: https://www.sba.gov/district/west-texas

Email: lubdo@sba.gov

HUB certification information can be found at:

### **Statewide Procurement Division HUB Program**

P.O. Box 13528 Austin, TX 78711

512-463-5872 or 888-863-5881

Website: https://comptroller.texas.gov/purchasing/vendor/hub

Email: statewidehubprogram@cpa.texas.gov

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PROPOSER: INSERT HUB, SBE, MBE or WBE Certification behind this page.

### 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
>\$250,000 (Simplified Acquisition Threshold)	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.	2 CFR 200 APPENDIX II (A)
>\$10,000	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.	2 CFR 200 APPENDIX II (B)
None	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."  41 CFR 60-1.4 Equal opportunity clause.  (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:  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:  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 rac	2 CFR 200 APPENDIX II I and 41 CFR §60-1.4(b)

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

- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in

- Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

The [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.

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.

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.

>\$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)

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	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. 7401-7671q.) 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. 7401-7671q) 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 <u>2 CFR 180.220</u> ) 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 <u>2 CFR 180</u> 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) 2 CFR 200
	See 2 CFR §200.216.	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	<ul> <li>§135.38 Section 3 clause</li> <li>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</li> <li>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.</li> <li>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.</li> </ul>	

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.

- 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.
- 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.
- 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.
- 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).

None

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:

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (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

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	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 <a href="Public Law 115-232">Public Law 115-232</a> , section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).  (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).  (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.  (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.  (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.  (c) See Public Law 115-232, section 889 for additional information.	
	(d) See also § 200.471.	
	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:	2 CFR
None	(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.	200.322(a)(b)(1) (2)
	(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.	
None	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.	2 CFR 200,112

None	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.	2 CFR 200.336
None	Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.  (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.  (b) Affirmative steps must include:  (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;  (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;  (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;  (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;  (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  (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.	2 CFR 200.321
None	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 entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:  (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.  (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.  (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.	2 CFR 200.334

	(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.  (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.  (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).  (1) If submitted for negotiation. 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.  (2) If not submitted for negotiation. 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.	
None	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.	Texas Government Code 2252.152
>\$100,000	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:  (a) This section applies only to a contract that:  (1) is between a governmental entity and a company with 10 or more full-time employees; and  (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.  (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:	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 SETEX Construction Corp. 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

Nathan Rivers, President

Name and Title of Contractor's Authorized Official

October 8, 2024

Date

**REQUIRED FORM** 

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

## **DEBARMENT/SUSPENSION CERTIFICATION**

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

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

Federal Executive Order (E.O.) 12549 "Debarment" requires that all Contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and https://acguisition.qov/far/index.html see section 52,209-6.

The Contractor	SETEX Construction Corp.	certifies or affirms by your signature that neither you nor
your principal is	presently debarred, suspended, proposed f	for debarment, declared ineligible, or voluntarily excluded
from participation	on in this transaction by any federal departr	nent or agency.
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Signature of Contractor's Authorized Official

Nathan Rivers, President

Name and Title of Contractor's Authorized Official

October 8, 2024

Date

**REQUIRED FORM** 

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

#### CIVIL RIGHTS COMPLIANCE PROVISIONS

## 1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

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

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

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

Nathan Rivers, President

Name and Title of Contractor's Authorized Official

October 8, 2024

Date

**REQUIRED FORM** 

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

#### SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

The following requirements and instructions supersede General Requirements where applicable.

#### 1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

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

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

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

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

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, 1<sup>st</sup> Floor Beaumont, TX 77701

<u>BID PACKAGING</u>: Bidder shall submit response in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope of 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 2:00 pm CT, Tuesday, October 8, 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.

<u>COURTHOUSE SECURITY</u>: 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.

There will be a Mandatory Pre-Bid Meeting and Walk-Through on Wednesday, September 25, 2024, at 2:00 PM CT, at the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701.

#### 3. QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to Mistey Reeves, Assistant Purchasing Agent at: <a href="maileo:mistey.reeves@jeffcotx.us">mistey.reeves@jeffcotx.us</a>. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at: <a href="maileo:deb.clark@jeffcotx.us">deb.clark@jeffcotx.us</a>. The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, Monday, September 30, 2024.

## 4. VENDOR REGISTRATION (System for Award Management).

Vendors doing business with Jefferson County are <u>required</u> 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: <a href="https://www.sam.gov">https://www.sam.gov</a>

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 <u>initially</u> 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) <u>prior</u> to the award and/or execution of an agreement or contract for the project.

(IFB 24-058/MR) Jefferson County 2024 Concrete Road Repair Project



## SETEX CONSTRUCTION CORP

Unique Entity ID

CAGE / NCAGE

Purpose of Registration

XCM1F3PRZ253

395P4

All Awards

Registration Status Active Registration **Expiration Date** Dec 4, 2024

Physical Address

Mailing Address P.O. Box 20678

1660 S 23RD ST Beaumont, Texas 77707-4304

**United States** 

Beaumont, Texas 77720-0678

**United States** 

Doing Business as

Division Name

Division Number

(blank)

(blank)

(blank)

Congressional District

State / Country of Incorporation

URL http://www.setexconstruction.com

Texas 14

Texas / United States

**Registration Dates** 

Submission Date

Initial Registration Date

Dec 7, 2023

Activation Date

Dec 5, 2023

May 17, 2005

**Entity Dates** 

**Entity Start Date** 

Fiscal Year End Close Date

Jun 7, 1990

Dec 31

Immediate Owner

CAGE (blank) Legal Business Name

(blank)

**Highest Level Owner** 

CAGE

Legal Business Name

(blank)

(blank)

## **Executive Compensation**

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

#### **Proceedings Questions**

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Active Exclusions Records?

No

## I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

## **Business Types**

**Entity Structure** 

**Entity Type** 

**Business or Organization** 

**Organization Factors** 

(blank)

**Profit Structure** 

For Profit Organization

Corporate Entity (Not Tax Exempt)

#### Socio-Economic Types

#### Self Certified Small Disadvantaged Business

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

tztychodokuro garob (* 1775)	
Accepts Credit Card Payments	Debt Subject To Offset
No	No
EFT Indicator	CAGE Code
0000	395P4

#### \_\_\_\_\_

# Electronic Business

% P.O. Box 20678

Nathan Rivers, President Beaumont, Texas 77720

**United States** 

**Government Business** 

% P.O. Box 20678

Nathan Rivers, President Beaumont, Texas 77720

United States

## NAICS Codes

Primary NAICS Codes

t tenle verstrijlige libilitättättä kapitaata

Yes 236220 Commercial And Institutional Building Construction

236116 New Multifamily Housing Construction (Except For-Sale Builders)

.....

**NAICS Title** 

236210 Industrial Building Construction

#### **Product and Service Codes**

PSC PSC Name

Y1EE Construction Of Tank Automotive Facilities
Y1FA Construction Of Family Housing Facilities
Y1FB Construction Of Recreational Buildings
Y1FC Construction Of Troop Housing Facilities

Y1FD Construction Of Dining Facilities
Y1FE Construction Of Religious Facilities

Y1FZ Construction Of Other Residential Buildings
Y1GZ Construction Of Other Warehouse Buildings

Y1JA Construction Of Museums And Exhibition Buildings
Y1JB Construction Of Testing And Measurement Buildings

Y1JZ Construction Of Miscellaneous Buildings

Y1KZ Construction Of Other Conservation And Development Facilities

Y1LZ Construction Of Parking Facilities

Y1PA Construction Of Recreation Facilities (Non-Building)

Y1PZ Construction Of Other Non-Building Facilities

Y1QA Construction Of Restoration Of Real Property (Public Or Private)

Z1AA Maintenance Of Office Buildings

Z1AB Maintenance Of Conference Space And Facilities

Z1AZ Maintenance Of Other Administrative Facilities And Service Buildings

Z1BE Maintenance Of Airport Terminals

267

Z1BF Maintenance Of Missile System Facilities Z1BG Maintenance Of Electronic And Communications Facilities Z1BZ Maintenance Of Other Airfield Structures Z1CA Maintenance Of Schools Z1CZ Maintenance Of Other Educational Buildings Z1DA Maintenance Of Hospitals And Infirmaries Z1DB Maintenance Of Laboratories And Clinics Z1DZ Maintenance Of Other Hospital Buildings Z1EB Maintenance Of Maintenance Buildings Z1EC Maintenance Of Production Buildings Z1FA Maintenance Of Family Housing Facilities Z1FB Maintenance Of Recreational Buildings Z1FC Maintenance Of Troop Housing Facilities Z1FD **Maintenance Of Dining Facilities** Z1FE Maintenance Of Religious Facilities Z1FZ Maintenance Of Other Residential Buildings Z1GZ Maintenance Of Other Warehouse Buildings Z1JZ Maintenance Of Miscellaneous Buildings Z1PA Maintenance Of Recreation Facilities (Non-Building) Z1QA Maintenance Of Restoration Of Real Property (Public Or Private) Z200 Repair Or Alteration Of Structures And Facilities Z2AA Repair Or Alteration Of Office Buildings Z2AB Repair Or Alteration Of Conference Space And Facilities Z2AZ Repair Or Alteration Of Other Administrative Facilities And Service Buildings Z2BA Repair Or Alteration Of Air Traffic Control Towers Z2BB Repair Or Alteration Of Air Traffic Control Training Facilities Z2BC Repair Or Alteration Of Radar And Navigational Facilities Z2BD Repair Or Alteration Of Airport Runways And Taxiways Z2BE Repair Or Alteration Of Airport Terminals Z2BF Repair Or Alteration Of Missile System Facilities Z2BG Repair Or Alteration Of Electronic And Communications Facilities Z2BZ Repair Or Alteration Of Other Airfield Structures Z2CA Repair Or Alteration Of Schools Z2CZ Repair Or Alteration Of Other Educational Buildings Z2DA Repair Or Alteration Of Hospitals And Infirmaries Z2DB Repair Or Alteration Of Laboratories And Clinics Z2DZ Repair Or Alteration Of Other Hospital Buildings Z2EB Repair Or Alteration Of Maintenance Bulldings Z2EC Repair Or Alteration Of Production Buildings Z2FA Repair Or Alteration Of Family Housing Facilities Z2FB Repair Or Alteration Of Recreational Buildings Z2FC Repair Or Alteration Of Troop Housing Facilities Z2FD Repair Or Alteration Of Dining Facilities Z2FZ Repair Or Alteration Of Other Residential Buildings Z2GZ Repair Or Alteration Of Other Warehouse Buildings Z2JZ Repair Or Alteration Of Miscellaneous Buildings Z2QA Repair Or Alteration Of Restoration Of Real Property (Public Or Private)

This entity does not appear in the disaster response registry.

## **CERTIFICATE OF INTERESTED PARTIES**

FORM 1295

_								1 of 1
	Complete Nos. 1 Complete Nos. 1	L - 4 and 6 if there are interested parties. L, 2, 3, 5, and 6 if there are no interested par	CE	OFFICE USE ONLY CERTIFICATION OF FILING				
1	Name of busine of business.	ess entity filing form, and the city, state a	ss entity filing form, and the city, state and country of the business entity's place					
	SETEX Constru	uction Corp.				202	4-1222786	
	Beaumont, TX	•				Date	e Filed:	
2		nmental entity or state agency that is a pa	rty to the	e contract	for which the form	is 10/0	03/2024	
	being filed. Jefferson Cour	nty					e Acknowledged	•
						10	-8-2024 4	55Pm m
3	description of th	ntification number used by the governme he services, goods, or other property to b	ntal entit se provid	ty or state led under i	agency to track or the contract.	identify the (	contract, and pro	
	24-058/MR	atu 2024 Congreto Band Band Band						
_	Jenerson Cour	nty 2024 Concrete Road Repair Project						
4			l		_		1	of interest
•		Name of Interested Party	}	City, Sta	te, Country (place o	of business)	<u> </u>	pplicable)
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5	Check only if the	ere is NO Interested Party.		_ <del></del>			· · · · · · · · · · · · · · · · · · ·	
6	UNSWORN DECI	LARATION				,	H	
	My name is	Nathan Rivers	\$	· · ·	, and my	date of birth is	s April 8,	1978 .
	My address is	5555 College Street, Suite	103		Beaumont	, TX	77707	USA
		(street)			(city)	(state)	(zip code)	(country)
	l declare under pe	enalty of perjury that the foregoing is true and	d correct.					
	Executed in	Jefferson	_Countv	, State of	Texas	on the 8th	day of Octobe	er .20 24 .
				, vi_	1./		(month)	(year)
				1	$\gamma \searrow$			
		_		Signature	e of authorized agent		g business entity	
					(Declaran	nt)		

## 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, 7<sup>th</sup> 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.



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/28/2024

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

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

tilla certificate acea for coller	rights to the certificate holder in hea of st	don dradiodiloniaj.			
PRODUCER		CONTACT NAME: Monica Broussard			
McElveen Insurance LLC A Higginbotham Partner		PHONE (A/C, No, Ext): 337-4757-462	FAX (A/C, No): 337-564-693	34	
700 W. Prien Lake Road		E-MAIL ADDRESS: mbroussard@higginbotham.net			
Lake Charles LA 70601		INSURER(S) AFFORDING COVERAGE		NAIC#	
		INSURER A: The Continental Insurance Company	;	35289	
INSURED		INSURER B : AGCS Marine Insurance Company	;	22837	
SETEX Construction Corporation Preferred Facilities Group USA.		INSURER C : Texas Mutual Insurance Company	:	22945	
P. O. Box 20678		INSURER D :			
Beaumont TX 77720	•	INSURER E :			
		INSURER F:			
COVERAGES	CERTIFICATE NUMBER: 849790273	REVISION NUM	MBER:		
THIS IS TO CERTIFY THAT THE P	OLICIES OF INSURANCE LISTED BELOW HAY	VE BEEN ISSUED TO THE INSURED NAMED ABOV	E FOR THE POLICY I	ERIOD	

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

INSR LTR		TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	\$
Α	Х	CLAIMS-MADE X OCCUR	Y	Y	7018117430	4/1/2024	4/1/ <b>20</b> 25	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 100.000
	х	15,000						MED EXP (Any one person)	\$ 15,000
	GEN	"L AGGREGATE LIMIT APPLIES PER:					j	PERSONAL & ADV INJURY GENERAL AGGREGATE	\$ 1,000,000 \$ 2,000,000
		POLICY X PRO- LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
A	AUT	OTHER: OMOBILE LIABILITY	Y	Y	7018117444	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT	\$ 1,000,000
	Х	ANY AUTO						BODILY INJURY (Per person)	\$
	X	OWNED AUTOS ONLY HIRED X NON-OWNED						BODILY INJURY (Per accident) PROPERTY DAMAGE	\$
		AUTOS ONLY AUTOS ONLY						(Per accident)	\$
Α	Х	UMBRELLA LIAB X OCCUR	Y	Y	7018117458	4/1/2024	4/1/2025	EACH OCCURRENCE	\$ 5,000,000
		EXCESS LIAB CLAIMS-MADE DED X RETENTION \$ 10,000						AGGREGATE	\$ 5,000,000 \$
С		KERS COMPENSATION EMPLOYERS LIABILITY  Y/N		Υ	0001096795	4/1/2024	4/1/2025	X PER OTH- STATUTE ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE N		N/A					E.L. EACH ACCIDENT	\$ 1,000,000
		datory in NH) , describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	· · · · · · · · · · · · · · · · · · ·
В		CRIPTION OF OPERATIONS below oment Floater	Y		MXI93088759	4/1/2024	4/1/2025	E.L. DISEASE - POLICY LIMIT   Rented/Leased	\$ 1,000,000 \$250,000
D	Poliu		'		MVISONOOLOS	4/1/2 <b>/24</b>	4/1/2023	Occurrence Aggregate	1,000,000 2,000,000

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

Additional Insured provided to Certificate Holder on General Liability, including ongoing & completed operations, and Auto Liability as required by written contract. Waiver of Subrogation provided to Certificate Holder on General Liability, Auto Liability, and Workers' Compensation as required by written contract. General Liability and Auto Liability provide coverage on a Primary & Non-Contributory basis as required by written contract.

CERTIFICATE HOLDER	CANCELLATION
SAMPLE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
USA	AUTHORIZED REPRESENTATIVE
	© 1999-2015 ACORD CORRORATION All rights resoured

## **BIDDER INFORMATION FORM**

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

Bid Number & Name: (IFE	3 24-058/MR) Jefferson Count	y 2024 Concrete Road Repair Project
Bidder's Company/Busine	ss Name: SETEX Constru	ıction Corp.
Bidder's TAX ID Number:	76-0309789	
if Applicable: HUB Vend	dor No.	DBE Vendor No.
Contact Person: Nathan	Rivers	Title: President
Phone Number (with area	code): <u>(409)</u> 842-8181	
Alternate Phone Number	if available (with area code):	N/A
Fax Number (with area co	de): N / A	
Email Address: bids@se	etexconstruction.com	
Mailing Address (Please p	rovide a <u>physical address for</u>	bid bond return, if applicable):
P.O. Box 20678		
Address Beaumont, Texas 777	720	
City, State, Zip Code		

**REQUIRED FORM** 

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

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 Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: <a href="mailto:mistey.reeves@jeffcotx.us">mistey.reeves@jeffcotx.us</a>. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: <a href="mailto:deb.clark@jeffcotx.us">deb.clark@jeffcotx.us</a>. Please reference Bid Number: IFB 24-058/MR.

#### **GENERAL CONSIDERATIONS**

It is the intent of the Contract Documents to provide the requirements and specification for the construction associated with Jefferson County 2024 Concrete Road Repair Project which generally includes but is not limited to: tree removal, removal and replacement of concrete pavement, subgrade and base installation, concrete curb installation, and all other work related to concrete pavement repair as called out in the plans and specifications on **Diamond D Drive** and **Walker Lane** in Jefferson County. Plans are shown in Attachment A on pages 71-88.

The project requires that the construction be completed and ready for use by the Owner in the time specified in this document. The contractor shall begin work within 10 calendar days of the Notice of Award. The contractor will complete all work on this project within 40 calendar days of the first day of construction. CONTRACTOR TO PERFORM ALL WORK AS INDICATED. This contract shall provide for the necessary labor, overhead, supervision, equipment, tools, materials, and all other related construction items necessary for the proposed project all in strict accordance with the construction plans and specifications.

Contractor will be responsible for all permits, labor, equipment, materials, supplies and clean up for this project. Contractor will be responsible for any damages caused by contractor.

### **GENERAL SUMMARY OF WORK:**

The general summary of Concrete repair work for both Walker Lane and Diamond D Drive includes but is not limited to the following:

- Removal of trees from the County ROW as shown on plans (specific to Walker Lane only)
- Existing Concrete Paving and Curb Removal
- Excavation, subgrade prep and placement of structural fill
- Placement of flexible base
- Placement of High Early Strength (HES) Concrete pavement including all joint placement, joint cutting, sealing and concrete finishing
- Install concrete curbing
- Placement of sodding
- Install concrete downspout pads on Diamond D Drive
- Provide, install, move, replace, maintain, clean, and remove all traffic control devices shown in a Contractor developed Traffic Control Plan. Contractor responsible for all Barricades, signs and traffic handling which must conform to TXDOT specifications and TMUTCD.
- Install, maintain, and remove erosion, sedimentation, and environmental control measures to prevent or reduce the discharge of pollutants as shown or described on the plans.

#### **CONDITIONS ALONG THE ROUTE:**

- The proposed improvements may cross or parallel various gas lines, fiber-optic telephone cables, and other utilities. The locations of some of these lines have not been shown on the plans and the exact location of the utilities is not known. The location of these utilities is the sole responsibility of the Contractor. Any damage to these utilities is the responsibility of the Contractor and the owner of the utilities.
- 2. The proposed construction activity may cross or closely parallel existing storm water pipes, sanitary sewer and water lines. Contractor shall exercise caution to avoid damage to existing water or sewer service lines and shall be responsible for their repair if damaged.
- 3. The Contractor shall coordinate with the Owner for location of various cables, conduits, water lines, and other infrastructure. Where the owner is unable to locate those utilities, the Contractor shall take great care not to damage them in his operations. In the event that those utilities are damaged, the Contractor shall be responsible for repair and restoration without delay at no additional cost to the owner.
- 4. All utility adjustments shall be the responsibility of the Owners of the utilities and if in the opinion of the Engineer adjustment is required, the Contractor will be responsible for notifying the respective owner.
- 5. The Contractor shall restore all pavement sections that have been damaged by the Contractor to their original condition or better, in the opinion of the Engineer and the owner. This shall include any base section repairs that are necessary, in the opinion of the Engineer. There shall be no additional payment for pavement replacement.
- 6. All excess materials shall be disposed of on a regular basis or whenever, in the opinion of the Engineer, they constitute a hazard or nuisance. Disposal of excess soils shall be in accordance with all local, state, and federal laws and shall be solely at the Contractor's expense.
- 7. Bidders should visit the proposed project site to acquaint themselves with the site conditions and access limitations prior to bidding on the project. Bidding on the project shall be considered the Contractor's assurance that he is familiar with the site conditions and that his bid provides for reasonable unanticipated conditions.

#### **WORK SEQUENCE/SCHEDULING:**

It shall be the responsibility of the Contractor to coordinate all work with the County and any other party affected by this project.

Work may be performed between the hours of 7:00 am and 6:00 pm Monday through Friday unless otherwise approved by Jefferson County.

#### **SPECIAL CONSIDERATIONS:**

The work required by these Contract Documents will occur within the boundaries of a residential areas. It is the intent of the Jefferson County that unfavorable impact by the Contract work, on said residences shall be minimized. The Contractor shall notify in writing, at least forty-eight (48) hours prior to beginning work, all residences which are expected to be affected by said work. Ingress and egress to affected residences shall be maintained at all times by the Contractor as provided in the plans and Contract Documents.

Traffic flow through and around the construction area(s) shall be in accordance with the approved traffic control plan developed by the Contractor and shall be maintained with as little disruption as possible.

Barricades, lights, signs and other traffic control devices shall, on a timely basis, be installed and maintained in accordance with the Texas MUTCD and provisions of these Contract Documents as approved by the Engineer.

The Contractor shall work closely with the various utility owners and assure prompt access to their equipment for service or adjustment. The Contractor shall be solely responsible for the coordination of work with any utility owner which may be affected by the work. Additionally, forces of Jefferson County, in order to secure the safety, welfare and convenience of the citizens of Jefferson County, must provide services on both emergency and normal, continuing basis. Provisions of these services may require County forces to work within or around the construction area prescribed by this project. While it is anticipated that the construction schedule impact induced by the work of and utility crews will be minimal, the Contractor, by affixing proper signature to these Contract Documents, agrees to indemnify and hold harmless Jefferson County from any and all claims of damage or delay, incurred or alleged to have incurred, in connection with the work of said crews.

#### SUBMITTALS:

Contractor shall submit the following submittals for review within 10 days of receiving the notice to proceed:

- 1 Material sheet for proposed limestone base;
- 2 Material sheet for structural fill;
- 3 Proposed HES design mix;
- 4 Traffic Control Plan; and
- 5 Schedule showing estimated work times and sequencing of project work, by road.

#### 1 YEAR WARRANTY

Contractor will provide an Affidavit of Warranty at the end of the project. A copy of the Warranty document is attached in Attachment B on page 89.

- 1. The Texas Standard Specifications 2014 will govern all specifications not directly addressed in this document.
- 2. Direct attention to comply with all ordinances and regulations of Jefferson County. A permit for this project will be required from the Jefferson County Environmental Control Department. A permit for construction in the DD7 drainage easement will also be required.
- 3. Temporary erosion, sediment and water control measures shall be required. Erosion control logs are to be utilized at every inlet or discharge point within the affected areas of construction and should remain in place throughout the duration of construction. Contractor will be responsible for removing dirt from the roads daily to prevent tracking. All concrete truck washout will be disposed of at the plant.
- 4. Procure all the necessary County permits and licenses before the start of this project. This will not be paid for directly but shall be considered subsidiary to various bid items of the contract.
- 5. Contractor is required to notify and request locates from the Texas One Call System prior to beginning any work. In Texas Call 811 or see the 811 website for information. Additional reference numbers are provided below

AT&T Communications	Entergy Distribution	CenterPoint Energy/ Entex
Beaumont, Texas 77701 (409) 839-7030 Randall Jennings	North 11 <sup>th</sup> Street Beaumont, Texas 77701 (409) 785-2136 Brian Cross	6090 College Street Beaumont, Texas 77707 (409) 860-7113 Tara Hunter
Spectrum 602 N. Hwy 69 Nederland, Texas 77627 (409) 720-5513 Michael Ward	Jefferson County Engineering Dept (409) 835-8584 Michelle Falgout	Jefferson County Precinct #2 (409) 719-5950 Mike Trahan
Jefferson County Precinct #1 (409)-434-5430 Jody Janise	Jefferson County DD#7 Garrett Boudoin 409-985-4369	Jefferson County WCID #10 409-722-6922 Tommy McDonald

This action does not relieve the Contractor of the responsibilities under the terms of the contract or the plans and specifications. Damage caused by the Contractor's operations shall be repaired and restored to service in a timely manner at no expense to Jefferson County.

- 6. The approximate location of the known underground utility installations is as shown on the plans. Confirm the location of these utility lines and the exact location of any others which may exist. Assume full responsibility for notifying the utility involved in case of conflict or damage and he/she shall be responsible for damage that occurs due to his/her negligence. Remove and dispose of abandoned lines encountered that interfere with the construction of this project. Consider this work to be subsidiary to the various bid items of the contract.
- 7. Allow County forces to enter this project to accomplish such work as shown in the plans (by others) and as may be deemed necessary by the Engineer.
- 8. Maintain for the duration of this project, those sections of existing and proposed travel ways and appurtenances which are to be constructed, reconstructed, modified, or remain in place under this project. Any portion of roadway and its appurtenances damaged by the contractor's forces shall be repaired by the contractor at his/her expense. This shall include but is not limited to mailboxes, storm pipes, MH tops, water valve tops, street signs, etc.
- 9. Place all equipment and vehicles not in operation a minimum of 10 feet from the travel way unless protected behind positive barrier. All damages caused by the Contractor shall be repaired at his/her expense. Protect all areas of the right of way which are not included in the actual limits of the proposed construction areas from destruction. Restore any damaged areas to original or better condition. No payment will be made for this work. County forces will maintain the existing section of streets and its appurtenances not a part of this project except those sections damaged by the Contractor's forces shall be repaired by the Contractor at his entire expense.
- 10. All truck traffic transporting materials to and from the project are to access and depart from the project site utilizing routes approved by the Engineer. Millings, sand, or other approved materials may be used on adjacent roadway surfaces to absorb and therefore minimize tracking of the materials applied during the course of construction. Materials used for absorption shall be maintained for the duration of the project. Upon completion of material applications, clean and dispose of absorption material in accordance with federal, state, and local regulations. This will not be paid for directly but shall be considered subsidiary to various bid items of the contract.
- 11. Assume ownership for all designated waste material and dispose of properly according to all State and Federal rules and regulations.
- 12. Control the dust and tracking caused by construction operations. For sweeping the finished concrete pavement, use one of the following types of sweepers or equal:

Tricycle Type Wayne Series 900 Elgin White Wing Elgin Pelican Mobile TE-4 Truck Type -4 Wheel M-B Cruiser II Wayne Model 945 Mobile TE-3 Murphy 4042

13. The contractor shall be responsible for all maintenance of the travel way and appurtenances within the barricades for the duration of the project. Ingress and egress to adjacent property shall be maintained

by the contractor at all times.

- 14. The contractor is to have an independent lab to sample all concrete and base materials and make and test all beams and cylinders in accordance with the test methods provided for under the appropriate standard specifications for the various items. It is the responsibility of the Contractor to schedule testing with the independent lab at least 48 hours in advance. If the Contractor schedules an independent lab for testing and cancels services, the contractor will be responsible for any charges that occur for cancellation.
- 15. If overhead or underground power lines need to be de-energized, contact the electrical service provider to perform this work. Costs associated with de-energizing the power lines or other protective measures required are at no expense to the County. If working near power lines, comply with the appropriate sections of Texas State Law and Federal Regulations relating to the type of work involved.
- 16. Material on hand will not be paid for.
- 17. Move existing signs, mailboxes, delineators and any other similar obstructions that interfere with construction to temporary locations approved by the engineer. Move them back to their permanent positions when the work progresses to the point where this is possible. Place road sign posts back in accordance with the applicable standard sheets. This will not be paid for directly and will be considered subsidiary to various bid items.
- 18. Maintain adequate drainage throughout the limits of the project during all construction phases.
- 19. Upon approval, vary the governing slopes shown on the typical sections as necessary.
- 20. Verify material quantities and dimensions prior to ordering materials.
- 21. Roadway excavation and structural excavation computation and quantities will be available upon contractor's request.
- 22. The Contractor will establish the project control point, points, or tangency, PI's (points of intersection), point of curvature (PC, PI, and PT) and bench marks at the beginning and end of the project on the plan view only. Contractor shall establish and maintain these points throughout construction. There will be no separate payment for this work, but it shall be considered subsidiary to various bid items.
- 23. Schedule work so that the base placement operations follow the subgrade work as closely as practical to reduce the hazard to the traveling public and to prevent undue delay caused by wet weather.
- 24. When design details are not shown on the traffic control plans, provide signs and arrows conforming to the latest "Standard Highway Sign Designs for Texas" manual.
- 25. All materials, labor and incidentals required for the contractor to provide for traffic across the streets and for temporary ingress and egress to public and private property shall be furnished by the contractor at no additional cost to the County and shall be considered as incidental to the various bid items.
- 26. Expansion Joints to be placed at the end of each curve radius and at intervals not to exceed 30 feet on straight sections and should at minimum align to match existing construction joints or as shown on plans. Confirm placement with Engineer.

- 27. Any saw-cutting required for the project shall not be paid for directly but shall be considered subsidiary to various bid items.
- 28. The Contractor will notify the Engineer 48 hours in advance of completed work per site. The Engineer will inspect each site and submit a punch list per location to the Contractor as necessary. The Contractor will not demobilize from site until the Engineer has approved all work including punch list items.

#### **TXDOT ITEM 5: CONTROL OF WORK**

1. Station/mark the project and verify locations of work with Engineer prior to the commencing of work. Mark the stations every 100 feet. Maintain stationing throughout the duration of the project. Remove the station markings at the completion of the project. Consider this work to be subsidiary to the various bid items of the contract.

#### TXDOT ITEM 7: LEGAL RELATIONS AND RESPONSIBILITIES

- Furnish all materials, labor and incidentals required to provide for traffic across the street and for temporary ingress and egress to private property in accordance with article 7.7 of the standard specifications at no additional cost to the County. Consider this work to be subsidiary to the various bid items of the contract.
- Maintain the roadway slope stability. Temporary retaining structures or shoring may be required. Before
  installing any proposed temporary retaining structures or shoring, secure written approval. Submit
  design calculations, working drawings and a plan of operations including sequencing. Maintaining slope
  stability is subsidiary to the various bid items.

#### **TXDOT ITEM 8: PROSECUTION AND PROGRESS**

- Compute and charge working days in accordance with Article 8.3.1.5., "Calendar Day".
- 2. Gather information and direct attention to the aspects of adjoining projects that may be in the progress during the construction of a portion of this project. Plan and prosecute the sequence of construction and the traffic control plan with adjacent construction projects so as not to interfere with or hinder the completion of the work in progress on the adjoining projects. Coordinate projects to ensure an uninterrupted flow of traffic.

#### **TXDOT ITEM 9: MEASUREMENT AND PAYMENT**

- 1. The Contractor shall submit all tickets, As-Built drawings and an updated schedule with each pay request.
- 2. The County will withhold a 10% retainage from each pay request.

#### TXDOT ITEM 100: TREE REMOVAL

1. This item shall include the removal of trees in the ROW as noted on the plans, grinding of the stumps to 18" below grade, removal of the sawdust and backfilling the hole with select fill.

#### **TXDOT ITEM 104: REMOVING CONCRETE**

All concrete pavement and curbing will be saw cut to full depth at connection points to existing
pavements and curbs. Saw cutting of all concrete will not be measured or paid for directly but shall be
considered subsidiary to various bid items.

#### **TXDOT ITEM 132: STRUCTURAL FILL**

- 1. Structural Fill utilized in this project shall be Type A with a 10<=Pl=<20.
- 2. Structural shall be rolled and compacted to not less than 92% of maximum dry density as determined by field density testing. Rolling and compaction of the structural fill will take place immediately before placing the flexible base materials and during dry conditions. Contractor to place Structural Fill in maximum 8 inch loose lifts. Field densities for the structural fill shall be made at the rate of 1 per 50 square yards per lift.
- 3. Structural fill shall be installed to the limits behind the curbs as shown on the plans. This additional quantity will be considered subsidiary to this bid item.
- 4. This bid item shall include all excavation, grading, proof rolling, placement and compaction of the structural fill.

#### **TXDOT ITEM 162: SODDING FOR EROSION CONTROL**

- 1. All areas disturbed during construction noted on the plans will be sodded. Limits of pay for sodding will be 1 foot and 6 inches behind the back of curb and sod needed for tree removal area which has been approximated to be two 6 foot by 6 foot areas.
- 2. Sod will be watered after initial placement and until it is established as deemed necessary by the Engineer.
- 3. Any fill needed, before placing sod, to level the sod with surrounding grades will be considered subsidiary to this bid item.

#### **TXDOT ITEM 247: FLEXIBLE BASE**

- 1. Flexible Base utilized in this project shall be Type A or Type D GR 2.
- 2. Flexible base materials shall be placed and compacted in a minimum of two lifts with a maximum loose material thickness of 8 inches. Compaction test will be taken at each lift as required by the Engineer. Densities shall be obtain 1 per every 50 square yards or fraction thereof per lift. Minimum density shall be not less than 95% of maximum dry density.
- 3. Base shall be installed 1 ft behind back of curb or as noted on the plans to the depths indicated (IFB 24-058/MR) Jefferson County 2024 Concrete Road Repair Project PAGE 46 OF 89

on the plans. This additional quantity will be considered subsidiary to this bid item.

#### TXDOT ITEM 351: SOFT SPOT SUBGRADE REPAIR (ONLY AS DIRECTED BY ENGINEER)

 Repair soft subgrade areas only as directed by the Engineer. Identified soft spots shall be excavated a minimum 9 inches and backfilled and compacted in lifts with structural fill. This item may or may not be used.

#### **TXDOT ITEM 361: REPAIR OF CONCRETE PAVEMENT**

- 1. Deformed reinforcement bar size, spacing and placement shall conform to TxDOT Standard Repair of Concrete Pavement Detail or otherwise noted on the plans. Spacing adjustments may be required at the edges on both sides of the proposed concrete pavement lane widths.
- 2. Construct hydraulic cement concrete pavement with or without curbs on the concrete pavement. Provide Class HES concrete 3000 PSI at 1 day for early opening.
- 3. Wire mat reinforcements are not allowed for use on roadway construction for this project.
- 4. Sawing of all joints shall begin as soon as sawing can be accomplished without damage to the pavement and completed before 12 hours has elapsed. Any random cracking of the pavement, which in the opinion of the engineer, is due to incomplete sawing operation shall be removed and replaced at the expense of the contractor.
- 5. Class 5 self-leveling low modulus silicone sealant shall be used to seal joints within repair areas on this project.
- 6. All longitudinal and transverse joints shall be sawed.
- 7. Saw cutting of all joints (Transverse expansion joints, longitudinal construction joints, longitudinal sawed joints, transverse sawed joints and others) will not be paid for separately but shall be considered subsidiary to various bid items.
- 8. Any asphalt removed as a part of a repair area will be considered subsidiary to this bid item.
- 9. Heavy Broom Finish for final surface texture unless otherwise directed by the Engineer.

#### CONCRETE DOWNSPOUT PADS (Diamond D Drive)

- 1. Includes excavation, forming, reinforcement and placement of concrete downspout pads.
- Pads to be constructed per details on the drawings and be constructed of 3,000 concrete.

#### **TXDOT ITEM 500: MOBILIZATION**

1. Establish and remove offices, plants, and facilities. Move personnel, equipment, and supplies to and from the project or the vicinity of the project site to begin work or complete work on Contract Items.

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(IFB 24-058/MR) Jefferson County 2024 Concrete Road Repair Project

Bonds and insurance are required for performing mobilization.

2. Mobilization shall not exceed three (3) percent of the total construction items amount prior to the cost of mobilization being added.

#### TXDOT ITEM 502: BARRICADES, SIGNS, AND TRAFFIC HANDLING

- 1. Submit a Traffic Control Plan prior to the beginning of work for approval by the Engineer as outlined in TXDOT Item 502. Plan the sequence of work so as to minimize inconvenience to the traveling public.
- 2. Furnish and maintain the barricades and warning signs, including the necessary temporary and portable traffic control devices, during the various phases of construction. Place and construct these barricades and warning signs in accordance with the latest "Texas Manual on Uniform Traffic Control Devices for Streets and Highways" for typical construction layouts.
- 3. Furnish additional barricades and signs to maintain traffic and motorists' safety when directed by the Engineer. Consider payment for these additional signs and barricades subsidiary to Item 502.
- 4. Cover work zone signs when work related to the signs is not in progress, or when any hazard related to the signs no longer exists.
- 5. Keep the delineation devices, signs, and pavement markings clean. This work is subsidiary to the Item, "Barricades, Signs, and Traffic Handling".
- 6. Do not mount signs on drums or barricades, except those listed in the latest Barricades and Construction standard sheets.
- 7. Use traffic cones for daytime work only. Replace the cones with plastic drums during nighttime hours.
- 8. Place positive barriers to protect drop-off conditions greater than 2 ft. within the clear zone that remain overnight. The traffic control plan (TCP) shall conform to the BC (1)-(12) standards and part VI of the Current Texas Manual of Uniform Traffic Control Devices.
- 9. Remove all traffic control devices from the roadway, off of the right of way, when they are not in use. Devices scheduled to be used within 3 days may be placed along the shoulder of the roadway or right of way when not in use or stored in other approved areas on the project. Cover any construction signs that are not in effect that are installed in a fashion that will not allow them to be removed from the right of way easily.
- 10. Construct all work zone signs, sign supports, and barricades from material other than wood unless approved by the engineer.
- 11. Galvanize steel supports if used. Aluminum posts, if used, shall meet the following minimum thickness

requirements:

Square Feet

**Minimum Thickness** 

Less Than 1.5

0.080 Inches

1.5 To 7.5

0.100 Inches

Greater Than 7.5

0.125 Inches

- 12. Any changes to the traffic control plan must be approved in writing by the Engineer. Submit the revised plan for approval to the Engineer.
- 13. The Contractor shall include a schedule of street closure dates in the Traffic Control Plan. Contact the Precincts 72 hours in advance of closures and detours.
- 14. It is the responsibility of the Contractor to notify commercial businesses and residential citizens of work to be performed 48 hours in advance.
- 15. The approval by the engineer of the method and procedure the contractor plans to use to handle or detour traffic will not relieve the contractor of his responsibility for the protection of the traveling public.
- 16. Use drums or vertical panels instead of cones as traffic control devices.
- 17. The Contractor shall submit to the County, prior to start of any construction work, a hauling truck and construction vehicles route plan. This route plan shall show streets to be taken for trucks and vehicles either empty or hauling materials going in or out the construction areas scope of work. The Streets that are to be used as truck and vehicle routes shall be truck loads roadway bearing pavements. Upon approval of the Engineer, this truck routing plan will be strictly implemented. Any changes that is required as construction phases progresses will be reviewed and approved by the Engineer. This work will not be measured or paid for separately but will be considered subsidiary to this pay item.
- 18. Provide flaggers at each side-road intersection and ensure they have communication with the flaggers controlling the movement of traffic on the highway.

#### TXDOT ITEM 506: TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS

- 1. This item will not be paid for directly but considered subsidiary to various bid items.
- 2. Temporary erosion, sediment and water control measures shall be required.
  - a. Erosion control logs are to be utilized at every inlet or discharge point within the affected areas of construction and should remain in place throughout the duration of construction.
  - b. Contractor will be responsible for removing dirt from the roads daily to prevent tracking.
  - c. All concrete truck washout will be disposed of at the plant.
  - d. Contractor shall police the construction area at the end of each day and remove and containerize all trash
  - e. Pumped stormwater shall be channeled through a rock berm, erosion control log or other method to help prevent excessive discharge of silt.

## TXDOT ITEM 713: CLEANING AND SEALING JOINTS AND CRACKS (CONCRETE PAVEMENT)

- 1. Class 5, hot poured rubber sealant, will be used for sealing cracks for this item.
- 2. All cracks and joints within the project areas will be sealed. Other areas, if necessary, will be determined by the Engineer in the field prior to construction in each location.
- 3. This item will not be paid for directly but will be considered subsidiary to various bid items.

#### SECTION 6: GOVERNING CONSTRUCTION SPECIFICATIONS

The governing construction specifications applicable to this work are the Texas Department of Transportation (TXDOT) 2014 Standard Specifications for Construction of Highways, Streets and Bridges as adopted by the State of Texas.

These items which are listed below and which are contained in the TX DOT 2014 Standard Specifications are hereby adopted and made part of the Contract Documents to the same extent as if they were herein reproduced in full subject to such modifications, revisions or supplements as may appear in the section entitled Special Provisions in these Contract Documents to follow:

#### **STANDARD SPECIFICATIONS:**

Adopted by the Texas Department of Transportations, November 1, 2014, Standard Specifications are incorporated into the Contract by reference.

	General Requirements and Covenants Tree Removal
Item 104	Removing Concrete
Item 132	Embankment
Item 162	Sodding for Erosion Control
Item 247	Flexible Base
ltem 351	Subgrade Repair
item 361	Repair of Concrete Pavement
Item 500	Mobilization
Item 502	Barricades, Signs and Traffic Handling
Item 506	Temporary Erosion, Sedimentation, and Environmental Controls
Item 529	Concrete Curb, Gutter, and Combined Curb and Gutter
Item 713	Cleaning and Sealing Joints and Cracks (Concrete Pavement)

TXDOT Standard Sheets Barricade and Construction drawings BC(1)-21 through BC(12)-21

### **SPECIAL SPECIFICATIONS:**

Special Specifications will supplement specifications applicable to the individual project, not covered by the Standard Specifications.

## 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 amenda	nent(s): <u>1 (9/17)</u> , <b>Z(10/2)</b>	·	
I certify, under p	enalty of perju	ury, that I have the	e legal authorization to bind t	he firm hereunder:	
SETEX Construction Corp.		For clarification of this offer, contact:			
Company Name	!				
5555 College Street, Suite 103		Nathan Rivers, President			
Address		Name & Title			
Beaumont,	Texas	77707	(409) 842-8181	N/A	
City	State	Zip	Phone	Fax	
MU.			bids@setexconstruction.com		
Signature of Person Authorized to Sign		E-mail	E-mail		
Nathan Rivers	3		_		
Printed Name					
President			_		
Title					

**REQUIRED FORM** 

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

### **ACCEPTANCE OF OFFER**

The Offer is hereby accepted for the following items: Jefferson County 2024 Concrete Road Repair Project

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 24-058/MR, Jefferson County 2024 Concrete Road Repair Project. 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
ATTEST:	
Roxanne Acosta Hellberg, County Clerk JEFFERSON COUNTY, TEXAS	Date



Deborah L. Clark, Purchasing Agent

1149 Pearl Street 1<sup>st</sup> Floor, Beaumont, TX 77701 OFFICE MAIN: (409) 835-8593

FAX: (409) 835-8456

### Addendum to IFB

**IFB NUMBER:** 

IFB 24-058/MR

IFB TITLE:

Jefferson County 2024 Concrete Road Repair Project

**IFB DUE BY:** 

2:00 pm CT, Tuesday, October 8, 2024

ADDENDUM NO.:

ISSUED (DATE):

September 17, 2024

**To Bidder:** This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed bids to have been proffered in recognition and consideration of the entire IFB Specifications Package — *including all addenda*. For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed bid submission.** If the bid submission has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and IFB Opening Date and Time, as stated above.

Reason for Issuance of this Addendum: Mandatory Pre-Bid Conference and Walk-Through changed to 1:30 pm CT, Thursday, September 26, 2024 at the Jefferson County Engineering Department Conference Room (5<sup>th</sup> Floor Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701

The information included herein is hereby incorporated into the documents of this present bid matter and supersedes any conflicting documents or portion thereof previously issued.

A/TTEST:	M
W Da	Authorized Signature (Respondent)
Witness	President
	Title of Person Signing Above
Vitness	SETEX Construction Corp.
	Typed Name of Business or Individual



Deborah L. Clark, Purchasing Agent

1149 Pearl Street 1st Floor, Beaumont, TX 77701 OFFICE MAIN: (409) 835-8593

FAX: (409) 835-8456

### Addendum to IFB

**IFB NUMBER:** 

IFB 24-058/MR

**IFB TITLE:** 

Jefferson County 2024 Concrete Road Repair Project

IFB DUE BY:

2:00 pm CT, Tuesday, October 8, 2024

**ADDENDUM NO.:** 2

**ISSUED (DATE):** 

October 2, 2024

**To Bidder:** This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed bids to have been proffered in recognition and consideration of the entire IFB Specifications Package — *including all addenda*. For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed bid submission.** If the bid submission has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and IFB Opening Date and Time, as stated above.

Reason for Issuance of this Addendum: Clarifications, Additions to Specifications and updated Bid Form. Please note, all changes to the Specification Details also applies to the Drawings.

The information included herein is hereby incorporated into the documents of this present bid matter and supersedes any conflicting documents or portion thereof previously issued.

Λ

Receipt of this Addendum is hereby acknowledge	d by the undersigned Respondent:
APTEST	W C
	Authorized Signature (Respondent)
Witness	President
	Title of Person Signing Above
Witness	Nathan Rivers
	Typed Name of Business or Individual
Approved by ML Date: 10-8-2024	



Deborah L. Clark, Purchasing Agent

1149 Pearl Street 1st Floor, Beaumont, TX 77701 OFFICE MAIN: (409) 835-8593 FAX: (409) 835-8456

- 1. In "Section 5: General Notes and Bid Item Notes", TXDOT Item 100: We added "Tree Removal is only to be performed as directed by the County Engineer. This item may or may not be used." This is found on page 46 of the Bid Specification Packet.
- 2. In "Section 5: General Notes and Bid Item Notes, TXDOT Item 361: Repair of Concrete Pavement" we added "Work associated with this item shall also meet requirements of TXDOT item 360. Field testing for concrete placement shall be performed at the rate of one (1) set of compressive samples per Project Location shown on the Project Plan Cover Page per day of placement. This is found on page 47 of the Bid Specification Packet.
- 3. In "Section 6: Governing Construction Specifications", TXDOT Item 360 Concrete Pavement has been added to the "Standard Specifications". This is found on page 50 of the Bid Specification Packet.
- 4. Clarification: The reinforcing steel applicable to the project, outlined in Table No. 1 on the project plan sheet "Repair of Concrete Pavement REPCP-14" shall follow the requirements for Jointed Reinforced Concrete Pavement (JRCP).
- 5. Clarification: Vendor is required to design a detour plan.
- 6. The "Bid Form" has been updated. The revised "Bid Form" is attached.
- 7. The "Summary of Estimated Quantities" has been updated. The revised "Summary of Estimated Quantities" is attached.



### 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

### **BID FORM**

Bid	TXDOT	Bid Item	Unit	Estimated	Unit Price	Extended Amount
Item	ltem	Description		Quantity		(Total for Line Item)
1	100	Tree Removal (Walker Lane)	EA	2.0	\$	\$
2	104	Remove Concrete Paving	SY	612.0	\$	ş
3	132	10" Compacted Structural Fill in Place (includes excavation, proof rolling, backfill and compaction)		232.0	\$	\$
4	162	Block Sodding in Place	SY	50.0	\$	\$
5	247	8" Compacted Limestone Base in Place	SY	232.0	\$	\$
6	247	10" Compacted Limestone Base in Place	SY	378.4	\$	\$
7	<del>251</del> 361	6" Concrete (HES) in Place	SY	610.4	\$	\$
8	529	Concrete Curb in Place	LF	292.0	\$	\$
- <b>8</b> 9	351	Soft Spot Subgrade Repair (Only as directed by the Engineer)	SY	40.0	\$	\$
10	N/A	Concrete Downspout Pads (Diamond D Drive)	EA	4.0	\$	\$



### Deborah L. Clark, Purchasing Agent

1149 Pearl Street 1st Floor, Beaumont, TX 77701 OFFICE MAIN: (409) 835-8593

FAX: (409) 835-8456

11	500	Mobilization (MAX 3%)	LS	1.0	\$	\$
12	502	Barricades, Signs and Traffic Handling (Diamond D Drive)	LS	1.0	\$	\$
13	502	Barricades, Signs and Traffic Handling (Walker Lane)	LS	1.0	\$	\$
		1	1		TOTAL BID AMOUNT	\$

SHEET:
ESTIMATED
QUANTITIES
Peg65515

SHEET 5 OF 14 DRWIN, BY: G.K. CHK'D. BY:

LEFFEGGN COUNTY
EVALUATE STATEMENT STATEMENT
FOR STATEMENT STATEMENT
FOR STATEMENT STA

## SUMMARY OF ESTIMATED QUANTITIES

BID ITEM NUMBERS SHALL BE UNDERSTOOD TO MATCH THOSE ON THE BID FORM

## Jefferson County 2024 Concrete Road Repair Project

								7		M. H. FALGOUT	73458			ADDENDUM #2
PROJECT BID TOTALS	Quantity	2.0	4. 4.	282	20.0	232.0	3784	610.4	292.0	40.0	4.0	0,7	1.0	1.0
WALKER LANE	Quantity	20	8	230	23.0	233.0		232.0	135.0	002				1.0
	Quantity		20				202	20.9			:			
DIAMOND D DRIVE D	Quantity		e, u				in in	ri ri						
DIAMOND D DRIVE DIAMOND D DRIVE DIAMOND D DRIVE DIAMOND D DRIVE AREA #1-A AREA #1-B AREA #1-C	Quantity		2.8				7.8	2.00						
DIAMOND D DRIVE I	Quantity		348.5		0.72		348.5	348.5	157.0	20.0	0.4		1.0	
	Unit	EA	λs	λs	ŠÝ	λS	è	à	<u>1</u>	ķ	ă	SI	នា	ജ
The state of the s	BID ITEM DESCRIPTION	TREE REMOVAL(WALKER LANE)	REMOVE CONCRETE PAVING	10" COMPACTED STRUCTURAL FILL IN PLACE (Includes axcavation, proof rolling, backfill and compaction)	BLOCK SODDING IN PLACE	8" COMPACTED LIMESTONE BASE IN PLACE	10" COMPACTED LIMESTONE BASE IN PLACE	6" CONCRETE (HES) IN PLACE	CONCRETE CURB IN PLACE	SOFT SPOT SUBGRADE REPAIR (ONLY AS DIRECTED BY THE ENGINEER)	CONCRETE DOWNSPOUTS (DIAMOND D DRIVE)	MOBILIZATION (MAX 3%)	SARRICADES, SIGNS AND TRAFFIC HANDLING (Diamond D Drive)	BARRICADES, SIGNS AND TRAFFIC HANDLING (Walker Lane)
	TXDOT Item	100	40	55	162	247	247	361	838	351	NA	500	502	302
$\rightarrow$	Eeg Eeg	-	N.	rs	4	4	10	ıΩ	۵	۲.	80	do	10	÷

(IFB 24-058/MR) Jefferson County 2024 Concrete Road Repair Poject-ADDENDUM NO. 2

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### **AIA** Document A310™ - 2010

### **Bid Bond**

CONTRACTOR:

(Name, legal status and address)
SETEX Construction Corporation
P.O. Box 20678
Beaumont, TX 77720-0678

OWNER:

(Name, legal status and address) Jefferson County, Texas 1149 Pearl Street Beaumont, TX 77701

BOND AMOUNT: Five Percent (5%) of Total Amount Bid

SUMD AMOUNT: Five Percent (5%) of Total Amount 1

(Name, location or address, and Project number, if any)

2024 Concrete Road Repair Project

SURFTY:

(Name, legal status and principal place of business)

American Alternative Insurance Corporation
555 College Road East

Princeton, NJ 08543

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and scaled this 8th day of October 2024

SETEX Construction Corporation

(Probability) (Seal)

(Title)

American Alternative Insurance Corporation

(Surety) (Seal)

(Title) Mary Catherine Turner, Attorney-in-Fact

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### **CERTIFIED COPY**

### POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the AMERICAN ALTERNATIVE INSURANCE CORPORATION, a corporation organized and existing by virtue of the laws of the State of Delaware ("Corporation") with offices at 555 College Road East, Princeton, N.J. 08543, has made, constituted and appointed, and by these presents, does make, constitute and appoint:

### Meghann Catherine Turner; Mary Catherine Turner; and Garrett Turner

its true and lawful Attorneys-in-Fact, at Princeton, in the State of New Jersey, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety or Co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate said Company for any portion of the penal sum thereof in excess of the sum of One Hundred Million Dollars (\$100,000.000).

Such bonds and undertakings for said purposes, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to thesame extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

This appointment is made under and by authority of a certain Resolution adopted at a meeting of the Board of Directors of said Company duly held on the 27th day of August, 1975, a copy of which appears below.

IN WITNESS WHEREOF, the AMERICAN ALTERNATIVE INSURANCE CORPORATION has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 24th day of September, 2021.

ORPORATE SEAL 1923

By: Michael G. Kerner

Attest:

Ignacio Rivera Deputy General Counsel & Secretary

My Commission Expires February 8, 2026

### STATE OF NEW JERSEY, COUNTY OF SOMERSET

The foregoing Instrument was acknowledged before me by means of online notarization this 24th day of September, 2021, by Michael G. Kerner and Ignacio Rivera, who are personally known to me.



### SECRETARY'S CERTIFICATE

The undersigned, Ignacio Rivera, hereby certifies:

- 1. That the undersigned is Secretary of American Alternative Insurance Corporation, a corporation of the State of Delaware;
- 2. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of said Corporation on the day of its date, and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with said original power of attorney, and that the same is a true and correct copy of said original power of attorney and of the whole thereof;
- 3. That the original resolution of which the following is a copy was duly adopted at, and recorded in the minutes of, a regular meeting of the Board of Directors of said Corporation duly held on August 4, 1998, and has not since been revoked, amended or modified.
  - RESOLVED, that each of the following officers of this Corporation, namely, the President, the Executive Vice President, the Senior Vice Presidents, and the Vice Presidents, be, and they hereby are, authorized, from time to time in their discretion, to appoint such agent or agents or attorneys or attorneys-in-fact as deemed by them necessary or desirable for the purpose of carrying on this Corporation's business, and to empower such agent or agents or attorneys or attorneys-in-fact to execute and deliver, in this Corporation's name and on its behalf, and under its scal or otherwise, surety bonds, surety undertakings or surety contracts made by this Corporation as surety thereon.
  - RESOLVED, that the signature of any authorized officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney and revocation of any power of attorney or certificate of either given for the execution of any surety bond, surety undertaking, or surety contract, such signature and seal, when so used being hereby adopted by the Corporation as the original signature of such officer and the original scal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed.

FURTHER RESOLVED, that any prior appointments by the Corporation of MGAs are, in all respects, hereby ratified, confirmed and approved.

FURTHER RESOLVED, that the Secretary or any Assistant Secretary of this Corporation is hereby authorized to certify and deliver to any person to whom such certification and delivery may be deemed necessary and desirable in the opinion of such Secretary or Assistant Secretary, a true copy of the foregoing resolution.

4. The undersigned has compared the foregoing copies of said original resolutions as so recorded, and they are the same true and correct copies of said original resolutions as so recorded and of the whole thereof.

Witness the hand of the undersigned and the seal of said Corporation this 8th day of October , 2024



AMERICAN ALTERNATIVE INSURANCE CORPORATION

Ignacio Rivera (Sep 24, 2021 16.00 ED))
Ignacio Rivera

Deputy General Counsel & Secretary



Deborah L. Clark, Purchasing Agent

1149 Pearl Street 1<sup>st</sup> Floor, Beaumont, TX 77701 OFFICE MAIN: (409) 835-8593

FAX: (409) 835-8456

### **BID FORM**

Bid Item	TXDOT Item	Bid Item Description	Unit	Estimated Quantity	U	nit Price	5471	Extended Amount (Total for Line Item)
Hem	Item	Description	7: 44	Quality		11.0		(10th 10t Line 1ttill)
1	100	Tree Removal (Walker Lane)	EA	2.0	\$	1,800.00	\$	3,600.00
2	104	Remove Concrete Paving	SY	612.0	\$	18.00	\$	11,016.00
3	132	10" Compacted Structural Fill in Place (includes excavation, proof rolling, backfill and compaction)	SY	232.0	\$	60.00	\$	13,920.00
4	162	Block Sodding in Place	SY	50.0	\$	10.00	\$	500.00
5	247	8" Compacted Limestone Base in Place	SY	232.0	\$	115.00	\$	26,680.00
6	247	10" Compacted Limestone Base in Place	SY	378.4	\$	120.00	\$	45,408.00
7	<del>251</del> 361	6" Concrete (HES) in Place	SY	610.4	\$	72.00	\$	43,948.80
8	529	Concrete Curb in Place	LF	292.0	\$	45.00	\$	13,140.00
<del>-8</del> 9	351	Soft Spot Subgrade Repair (Only as directed by the Engineer)	SY	40.0	\$	60.00	\$	2,400.00
10	N/A	Concrete Downspout Pads (Diamond D Drive)	EA	4.0	\$	360.00	\$	1,440.00



Deborah L. Clark, Purchasing Agent

1149 Pearl Street 1st Floor, Beaumont, TX 77701 OFFICE MAIN: (409) 835-8593

FAX: (409) 835-8456

11	500	Mobilization (MAX 3%)	LS	1.0	\$ 5,087.20	\$ 5,087.20
12	502	Barricades, Signs and Traffic Handling (Diamond D Drive)	LS	1.0	\$ 4,560.00	\$ 4,560.00
13	502	Barricades, Signs and Traffic Handling (Walker Lane)	LS	1.0	\$ 3,400.00	\$ 3,400.00
	•	1		•	TOTAL BID AMOUNT	\$ 175,100.00

### **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

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

REFERENCE ONE						
Government/Company Name: City of Beaumont, Texas						
Address: P.O. Box 3827 - Beaumont, Texas 77704						
Contact Person and Title: David Tingle, Public Works Design Manager						
Phone: (409) 785-4781 Fax: N / A						
Email Address: david.tingle@beaumonttexas.gov Contract Period: May 2024 - August 2024						
Scope of Work: Forsythe Street Upgrade and Drainage Improvements						
REFERENCE TWO						
Government/Company Name: City of Port Arthur, Texas						
Address: P.O. Box 3827 - Beaumont, Texas 77704						
Contact Person and Title: Clifton Williams, CPPB, Purchasing Manager						
Phone: (409) 983-8160 Fax: N / A						
Email Address: clifton.williams@portarthurtx.gov Contract Period: November 2023 - November 202						
Scope of Work: Annual Contract - Water Leak Repairs for Utilities Operations						
REFERENCE THREE						
Government/Company Name: City of Colmesneil, Texas						
Address: 204 West Elder - Colmesneil, Texas 75938						
Contact Person and Title: Stephen West, Senior Project Manager						
Phone: (409) 245-5130 Fax: N/A						
Email Address: swest@leadllc.com Contract Period: January 2024 - May 2024						
Scope of Work: Water Line and Road Crossing Improvements						

### 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 govern same terms and conditions?	nmental entities to piggyback off this contract, if awarded, under the				
This bid shall remain in effect for ninety (90) da and local sales tax (exempt).	ays from bid opening and shall be exclusive of federal excise and state				
	to furnish any and all items upon which prices are offered, at the price in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and of the accepted contract.				
partnership or individual has not prepared this bid as to prices, terms or conditions of said bid h or agent to any other Bidder or to any other pe this bid. And further, that neither the Bidder n	horized to execute the contract, that this company, corporation, firm, is bid in collusion with any other Bidder, and that the contents of this have not been communicated by the undersigned nor by any employee rson(s) engaged in this type of business prior to the official opening of nor their employees nor agents have been for the past six (6) months r agreement or combination to control the price of goods or services bid thereon.				
SETEX Construction Corp.	M				
Bidder (Entity Name)	Signature				
P.O. Box 20678	Nathan Rivers				
Street & Mailing Address	Print Name				
Beaumont, Texas 77720	October 8, 2024				
City, State & Zip Date Signed					
(409) 842-8181	N/A				

Fax Number

### **REQUIRED FORM**

Telephone Number

E-mail Address

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

bids@setexconstruction.com

### **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

Nathan Rivers, President

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

October 8, 2024

Date

**REQUIRED FORM** 

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

### **CONFLICT OF INTEREST QUESTIONNAIRE**

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity	FORM CIQ						
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY						
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).	Date Received						
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 176.008(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.							
Name of vendor who has a business relationship with local governmental entity.							
N/A							
Check this box if you are filing an update to a previously filed questionnairs.							
(The law requires that you file an updated completed questionnaire with the applater than the 7th business day after the date on which you became aware that the origin complete or inaccurate.)							
Name of local government officer about whom the information in this section is being disck	osed.						
Name of Officer							
This section (item 3 including subparts A, B, C, & D) must be completed for each officer we employment or other business relationship as defined by Section 176.001(1-a), Local Governments to this Form CIQ as necessary.  A. Is the local government officer named in this section receiving or likely to receive taxable in	nent Code. Attach additional						
income, from the vendor?							
Yes No							
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from government officer named in this section AND the taxable income is not received from the local							
Yes No							
C. Is the filer of this questionnaire employed by a corporation or other business entity with government officer serves as an officer or director, or holds an ownership interest of one percentage.							
Yes No							
D. Describe each employment or business and family relationship with the local government	officer named in this section.						
Λ							
Octobe	r 8, 2024						
	ate						

Adopted 8/7/2015

### **REQUIRED FORM**

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

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

Γ	LOCAL GOVERNMEN	T OFFICER	FORM CIS
	CONFLICTS DISCLOS	SURE STATEMENT	, , , , , ,
ļ <sub>+</sub>	Ne allastiannsisa raftaats ahanges mad	e to the law by H.B. 23, 84th Leg., Regular Session.	
	his is the notice to the appropriate	OFFICE USE ONLY	
g		of facts that require the officer to file this statement	Date Received
IJ	Name of Local Government Officer		
2	Office Held		
Ш			
_			
3	Name of vendor described by Sect	ions 176.001(7) and 176.003(a), Local Government	Code
4	Description of the nature and exte	nt of employment or other business relationship w	ith vendor named in item 3
5		vernment officer and any family member, if aggreg	
		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
	Date Gift Accepted	Description of Gift	
	Date Gift Accepted	Description of Gift	A STATE OF THE STA
	Date Gift Accepted	Description of Gift	
		(attach additional forms as necessary)	
6	AFFIDAVIT	I swear under penalty of perjury that the above statement i	s true and correct. I acknowledge
		that the disclosure applies to each family member (as defi Government Code) of this local government officer. I also	ned by Section 176.001(2), Local
		covers the 12-month period described by Section 178.003(	
		Signature of Local	Government Officer
	AFFIX NOTARY STAMP / SEAL ABOV	E	
	Sworn to and subscribed before me, by the	said	this the day
	of, 20, to co	ertify which, witness my hand and seal of office.	
	Signature of officer administering oath	Printed name of officer administering oath	Itle 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). $\square$ Yes $\boxed{X}$ No									
opportun Contracto <b>minimum</b> exceed th	ities, the or/Consulta nefforts the ne goals of	follo ant, a at sh HUE HUB S	wing checklist and s and returned with th ould be put forth by t 3 Subcontractor partic subcontractor participa	d Faith Effort" was made in soliciting HUBs for subcontracting upporting documentation shall be completed by the Prime e Prime Contractor/ Consultant's bid. This list contains the ne Prime Contractor/Consultant when attempting to achieve or ipation. The Prime Contractor/Consultant may extend his/her ition beyond what is listed below.					
		אט	the Prime Contractor	/Consultant?					
☐ Yes	⊠ No	1.	To the extent practical, and consistent with standard and prudent industry standard divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?						
□ Yes	X No	2.	-	<b>Notify</b> in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?					
☐ Yes	⊠ No	3.	<b>Provide</b> HUBs that were genuinely interested in bidding on a Subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?						
☐ Yes	🗓 No	4.	<b>Negotiate</b> in good faqualify as lowest and	ith with interested HUBs, and not reject bids from HUBs that responsive Bidders?					
☐ Yes	⊠ No	5.		<b>Document</b> reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?					
□ Yes	X No	6.		Consultant has zero (0) HUB participation, please explain the small of a project and we will self-perform this scope of work.					
lf				od include any pertinent documentation with your bid. Documentation with your bid. Documentations.					
	Nath	nan l	Rivers	$\mathcal{W}$					
Printe	d Name of A	Autho	rized Representative	Signature					
	Р	resid	dent	October 8, 2024					
		Titl	е	Date					
Bidder:		mpl	ete this form submission.						

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

Bidder intends to utilize Subcontractors/Subconsultan  Yes X No	its in the fulfillment of this contract (if awarded).
Instructions for Prime Contractor/Consultant: Bidder below may be submitted after contract award, but p	shall submit this form with the bid; however, the information rior to beginning performance on the contract.
Please submit one form for each HUB Subcontracte conditions of your contract.	or/Subconsultant with proper signatures, per the terms and
Contractor Name: SETEX Construction Corp	D. HUB: Yes X No
Address: 5555 College Street, Suite 103 - E	Beaumont, Texas 77707  State Zip
Phone (with area code): (409) 842-8181	Fax (with area code): N / A
Project Title & No.: Jefferson County 2024 Cor	ncrete Road Repairs
Prime Contract Amount: \$ 175,100.00	
HUB Subcontractor Name:	
HUB Status (Gender & Ethnicity):	
Certifying Agency:	Jefferson County 🔲 Tx Unified Certification Prog.
Address: Street City	State Zip
Phone (with area code):	·
Proposed Subcontract Amount: \$	
Description of Subcontract Work to be Performed:	
Nathan Rivers	October 8, 2024
	Signature of Representative Date
Printed Name of HUB	Signature of Representative Date
Note: Nothing on this Notice of Intent Form is intended Pre-Approval for Subcontractor Substitutions must I	Date  to confer any rights, expressed or implied, to any third parties. be obtained from the Jefferson County Purchasing Agent's Change Form" must be completed and faxed to 409-835-8456.

(IFB 24-058/MR) Jefferson County 2024 Concrete Road Repair Project

<u>Bidder</u>: 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 Subcontract Yes No	ors/Subconsultants i	n the fulfillme	ent of this contra	act (if awarded).	
Prime Contractor:				HUB: 🔲 Yes 🗀	] No
HUB Status (Gender & Ethnicity):					
Address:					
Street	City	State	Zip		
Phone (with area code):		Fax (w	ith area code):		
Project Title & No.:				· · · · · · · · · · · · · · · · · · ·	
Total Contract: \$		Total HUB S	Subcontract(s): _\$		
Construction HUB Goals: 12.8% MBE::		%	12.6% WBE:		%
ART I. HUB SUBCONTRACTOR DISCLO	OSURE				
HUB Subcontractor Name:					
HUB Status (Gender & Ethnicity):					
ertifying Agency: Texas Bldg & Pi	rocurement Comm,	_			-
Street	Cîty	State	Zip		
Contact person:		Title	<b>:</b>		
Phone (with area code):		Fax (wi	th area code):		
Proposed Subcontract Amount: \$		Porc	entage of Prime Co	ontract:	%
Description of Subcontract Work to be Per	formed:				
Description of Subcontract Work to be Per	formed:		•		

**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**

HUB Subcontractor	Name:				
HUB Status (Gender	& Ethnicity):				
Certifying Agency:	Tx. Bldg & Prod	curement Comm. 🔲 J	efferson County	Tx Unified Certification Prog.	
Address:					
	Street	Cîty	State	Zip	·
Contact person:			Title:		· · · · · · · · · · · · · · · · · · ·
Phone (with area co	de):		Fax (with	area code):	<del></del>
Proposed Subcontra	ct Amount:	\$	Percen	tage of Prime Contract:	%
Description of Subcr	ontract Work to be Pe	rformed:			
Description of Subco	ontract Work to be Pe	rformed:			
	Nama				
HUB Subcontractor	Name:				
HUB Subcontractor	Name: & Ethnicity):				
HUB Subcontractor HUB Status (Gender ertifying Agency:	Name: & Ethnicity): Tx. Bldg & Proc	surement Comm.			
	Name: & Ethnicity):	surement Comm.			
HUB Subcontractor   HUB Status (Gender ertifying Agency: Address:	Name: & Ethnicity): Tx. Bldg & Proc Street	surement Comm.	efferson County State	☐ Tx Unified Certification Prog.	
HUB Subcontractor HUB Status (Gender ertifying Agency: Address: Contact person:	Name: & Ethnicity): Tx. Bldg & Proc Street	curement Comm.	efferson County State Title:	☐ Tx Unified Certification Prog.	
HUB Subcontractor HUB Status (Gender ertifying Agency:	Name:  & Ethnicity):  Tx. Bldg & Proc Street	curement Comm.	efferson County State Title:	☐ Tx Unified Certification Prog.	

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

REQUIRED FORM

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

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

### PAGE 3 OF 4

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): 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: City Street 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: City Street State Zip Contact person: 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	4 OF 4	
Subcontractor Name:			
Address:			
Street	City	State Zip	
Contact person:		Title:	
Phone (with area code):		Fax (with area code):	
Proposed Subcontract Amount: \$		Percentage of Prime Contract:	<u>%</u>
Description of Subcontract Work to be Perform	ned:		
Subcontractor Name:			
Address:			
Street	City	State Zip	
Contact person:	<u>-</u>	Title:	<u> </u>
Phone (with area code):	· · · · · · · · · · · · · · · · · · ·	Fax (with area code):	
Proposed Subcontract Amount: \$		Percentage of Prime Contract:	%_
Description of Subcontract Work to be Perform	ned:		
I hereby certify that I have read the HUB Proteins form, and attached any necessary supplinformation on this document may result in	ort documentati	on as required. I fully understand that in	ntentionally falsifying
Name (print or type):			
Title:			
Signature:			
Date:			
E-mail address:		- 137 - 138 1381	
Contact person that will be in charge of invo	oicing for this proj	ect:	
Name (print or type):			
Title:		REQUIRED FOR	
Date:	<del></del>	<u>Bidder</u> : Please	complete this form
E-mail address:		and include wi	th 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.

	-	SETEX Construction Co Code §2252.001.	orp. [company name] is a Resident Bidder of Texas as defined in
Gov	-	Code §2252.001 and our	[company name] is a Nonresident Bidder as defined in principal place of business is
Taxpayer	dentification	on Number (T.I.N.):	76-0309789
Company	Name subr	nitting bid/proposal:	SETEX Construction Corp.
Mailing ac	ldress:	P.O. Box 20678 - I	Beaumont, Texas 77720
If you are	an individu	al, list the names and addr	esses 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

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

### **HOUSE BILL 89 VERIFICATION**

ı, Nathan Rivers , the unders	igned representative of (company or busines.
name) SETEX Construction Corp.	(heretofore
referred to as company) being an adult over the age of undersigned notary, do hereby depose and verify in	eighteen (18) years of age, after being duly sworn by the nder oath that the company named above, under the
provisions of Subtitle F, Title 10, Government Code Cha	
Does not boycott Israel currently; and	
2. Will not boycott Israel during the term of the contra	oct.
Pursuant to Section 2270.002, Texas Government Cod	le·
action that is intended to penalize, inflict economic harr	inating business activities with, or otherwise taking any n on, or limit commercial relations specifically with Israel n an Israeli-controlled territory, but does not include ar
venture, limited partnership, limited liability partners	organization, association, corporation, partnership, joint hip, or an limited liability company, including a wholly at company or affiliate of those entities or business
M	
Signature of Company Representative	
October 8, 2024	
Date	
On this 8th day of Octobor 2024 pe	rsonally appeared
Nathan Rivers	_, the above-named person, who after by me being
duly sworn, did swear and confirm that the above i	s true and correct.
Notary Seal Bynida C	lefton
Notary Signature	0
10-8-24	
Date	
LYNIDA CLIFTON	
Comm. Expires 11-17-2027	REQUIRED FORM  Bidder: Please complete this form
11 2/50F 15 Notary ID 11700700 II	

Notary ID 11799700

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.

SETEX Construction Corp.

Company Name

24-058/MR

IFB/RFP/RFQ number

Certification check performed by:

**Purchasing Representative** 

Date

THIS FORM IS FOR OFFICE USE ONLY

### **BID AFFIDAVIT**

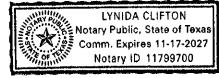
The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in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

STATE OF lexas	county of Texas	
BEFORE ME, the undersigned auth	ority, a Notary Public in and for the State of <u>Texas</u> ,	
on this day personally appeared _	Nathan Rivers , who	
	(name)	
after being by me duly sworn, did	depose and say:	
"ı, Nathan Rivers	am a duly authorized officer of/agent	
(name) for SETEX Construction Cor (name of firm)	,	
foregoing on behalf of the said	ETEX Construction Corp.  (name of firm)	
the Bidder is not now, nor has becagreement or combination, to corpersons to bid or not to bid thereo.  Name and address of Bidder: SE		pool or
Fax:	Telephone# (409) 842-8181	
by: Nathan Rivers	Title: President	
(print name) Signature:		
SUBSCRIBED AND SWORN to before	e me by the above-named	
Nathan Rivers	on	
this the 8th day of 0 c	tober , 2014	
DECLUSED FORM	Thomas Clutton	

**REQUIRED FORM** 

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

Notary Public in and for the State of Texas



### INDEX OF SHEETS

### SHT NO. DESCRIPTION TITULE SHEET

GENERAL NOTES & SPECIFICATIONS ESTIMATED QUANTITIES GENERAL NOTES & SPECIFICATIONS GENERAL NOTES & SPECIFICATIONS

DIAMOND D DRIVE TYPICAL SECTIONS DIAMOND D DRIVE PLAN VIEW DIAMOND D DRIVE JOINT LAYOUT DIAMOND D DRIVE AERIAL PLAN

WALKER LANE PLAN VIEW WALKER LANE JOINT LAYOUT WALKER LANE AERIAL PLAN

TYPICAL DETAILS

WALKER LANE TYPICAL SECTIONS

TXDOT-JOINTED REINFORCEMENT CONCRETE PAVEMENT DETAILS TXDOT-REPAIR OF CONCRETE PAVEMENT (2 SHEETS)

TXDOT-CONCRETE PAVING DETAILS - JOINT SEALS

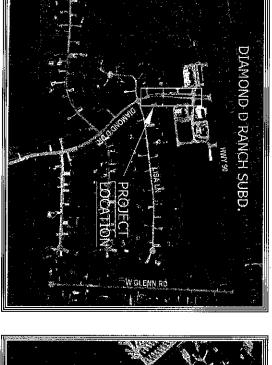
### ATTACHMENT A

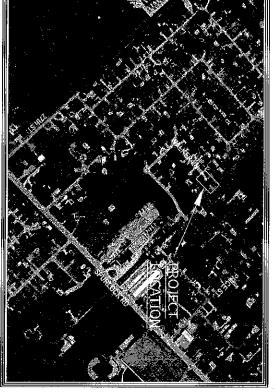
# GINEERING DEPARTMENT

PLANS OF PROPOSED
CONCRETE ROAD REPAIRS
XDOT CTIF FUNDED PROJECT
PRECINCTS 1 & 2



SCALE: NTS





WALKER LANE PROJECT LOCATION #2 PRECINCT #2

PRECINCT #1
DIAMOND D DRIVE
PROJECT LOCATION #1



CHK'D. BY:	SHEET 4 OF 14	PROJECT: CONCRETE	HOW PERSON STREET, STR. "LOOK BEAUTIONT. "EXIST 777(0) PHONE: (409) \$55-\$566.	ENGINEERING DEPARTMENT
TYPICAL SECTIONS	THERE SET INTO THE	CONCRETE ROAD REPAIR PROJECT	SET, 5T1 - LOCA - EX.45 777(8 - EX.45 777(8) - EX.45 717(8) - EX.45 717(8) - EX.45 717(8) - EX.45 717(8) - EX.45 717(8) - EX.45 717(8)	A COCIATION OF PARTIMENT



## DIVISION II GENERAL NOTES AND BID ITEM NOTES IEFFERSON COUNTY 2024 CONCRETE ROAD REPAIR PROJECT

- The Texas Standard Specifications 2014 will govern all specifications not directly addressed in this document
- Direct astention to comply with all ordinaness and regulations of Lefferson County. A permit for this project will be required from the lefferson County Environmental Control Department. A permit for construction in the DDT drainage easement will also be required.
- ğ Temporary erosion, sediment and water control measures shall be required. Erosion control logs are to be utilized at every inter or discharge for within the affected areas of construction and should remain in place throughout the duration of construction. Contractor will be responsible removing dirt from the roads daily to prevent tracking. All concrete truck washout will be disposed of at the plant.
- Procure all the necessary County permits and licenses before the start of this project. This will not be paid for directly but shall be ferred substituty to various bid items of the contract.
- Contractor is required to r the 811 website for information. Contractor is required to notify and request locates from the Texas One Call System prior to beginning any work. In Texas Call 811 or see Additional reference numbers are provided below

Jefferson County Precinct #1 (409)-434-5430 Jody Jamise	Spectrum 602 N. Livry 69 Nederland. Texas 77627 (409) 720-5513 Michael Ward	Besturront, Texas 77701 (409) 839-7030 Randall Jennings
Jeffirson County DIJ#7 Garrett Boudoin 409-985-4369	Jefferson County Engineering Dept (409) 835-8584 Michelle Falgout	Entergy Distribution  North 11th Street  Beaumont, Texas 77701  (409) 785-2136  Brian Cross
Jefferson County WCID #10 409-722-6922 Tommy McDonald	Jefferson County Precinel #2 (409) 719-5980 Mike Trahan	CentarPoint Energy/ Entex 6090 College Street Beammont, Texas 77707 (409) 860-7113 Tara Hunter

This action does not relieve the Contractor of the responsibilities under the terms of the contract or the plans and specifications. Damage caused by the Contractor's operations shall be repaired and restored to service in a timely menner at no expense to Jefferson County.

- 6. The approximate location of the known underground utility installations is as shown on the plans. Confirm the location of these utility lines and the enter location of any orders which may exist. Assume full responsibility for mostlying the utility involved in case of conflict or damage and hesite shall be responsible for damage that course there no galgarene. Remove and dispose of bundoned lines encountered that interfere with the construction of this project. Consider this work to be substitute to the various bid items of the contract.
- Allow County forces to enter this project to accomplish such work as shown in the plans (by others) and as may be decemed necessary by the
- 8. Maintain for the duration of this project, those sections of existing and proposed travel ways and appurtenances which are to be constructed, reconstructed, modified, or remain in place under this project. Any portion of roadway and its appurtenances damaged by the contractor's forces shall be repaired by the contractor at his/her expense. This shall include but is not limited to mailboxes, storm pipes, MrI tops, water valve tops, street signs, etc.
- 9. Place all equipment and vehicles not in operation a minimum of 10 feet from the travel way unless presented behind positive barrier. All damages caused by the Contractor shall be repaired at higher express, Proces all areas of the right of way which are not included in the actual limits of the proposed construction areas from destruction. Restone any damaged areas to original or better condition. No payment will be made for this work. County forces will maintain the existing section of streets and its appurtenances not a part of this project except those sections damaged by the Contractor at his entire expense.
- 10. All truck traffic transporting materials to and from the project are to access and depart from the project site unliking routes approved by the Engineer. Millings, sand, or other approved materials arely be used on adjacent readways surfaces to absorb and therefore minimize tracking of the materials applied using the course of construction. Materials used for absorption shall be materials for the duration of the project. Upon completion of material applications, clean and dispose of absorption material in accordance with federal, state, and local regulations. This will not be paid for directly but shall be considered subsidiary to various bid items of the courses.
- Assume ownership for all designated waste material and dispose of properly according to all State and Federal rules and regulations
- 12 types of sweepers Control the dust and tracking caused by construction operations. For sweeping the finished concrete payerment, use one of the following

Elgin White Wing Elgin Pelicua Mobile TE-4 Wayne Series 900 Incycle Type Wayne Model 945 Mobile TE-3 Murphy 4042 Truck Type -4 Wheel M-B Cruiser It

- 13. The contractor shall be responsible for all maintenance of the travel way and appurtenances within the barrierdes for the duration of the project, Ingress and egrees to adjacent property shall be maintained by the contractor at all times.
- 14. The contractor is to have an independent lab to sample all concrete and base materials and make and test all beams and cylindars in accordance with the test methods provided for under the appropriate standard specifications for the various items. It is the responsibility of the Contractor to schedule resting which the independent had at least 48 hours in advance. If the Contractor schedulers an independent had pleast 48 hours in advance, if the Contractor schedulers an independent had for testing and course services, the contractor will be responsible for any charges that course for cameralisation.
- 15. If overhead or underground power lines need to be de-energized, contact the electrical service provider to perform this work. Costs associated with do-energizing the power lines or other protective measures required are at no expense to the County. If working near power lines, comply with the appropriate sections of Texas State Law and Texteral Regulations rubring to the type of work involved.
- Material on hand will not be paid for.

17. 6

- 17. Move existing signs, mailboxes, defineators and any other similar obstructions that interfere with construction to remporary locations approved by the engineer. Move them back to their permanent positions when the work progresses to the point where this is possible. Place road sign possis back in accordance with the applicable standard shoets. This will not be paid for directly and will be considered subsidiary to various bid items.
- Maintain adequate drainage throughout the limits of the project during all construction phases
- Upon approval, vary the governing slopes shown on the typical sections as necessary

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- 20. Verify material quantities and dimensions prior to ordering materials
- 21.
- Roadway exeavation and structural exeavation computation and quantities will be available upon contractor's request
- 22. The Contractor will establish the project control point, points, or tangency, Pits (points of intersection), point of curvature (PC, PI, and bench marks at the beginning and end of the project on the plan view only. Contractor shall establish and maintain these points throe construction. There will be no separate payment for this work, but it shall be considered subsidiary to various bid items. Contractor shall establish and maintain these points throughout assidered subsidiary to various hid from
- Schedule work so that the base placement operation public and to prevent undue delay caused by wet weather. Schedule work so that the base placement operations follow the subgrade work as closely as practical to reduce the hazard to the traveling
- When design Designs for Texas When design details are not shown on the traffic control plans, provide signs and arrows conforming to the latest "Standard Highway Sign
- 25. All materials, labor and incidentals required for the contractor to provide for truffic across the streets and for temporary ingress and egress to public and private property shall be furnished by the contractor at no additional cost to the County and shall be considered as incidental to the various bid items Expansion Joints to be placed at the end of each curve racitus and at intervals not to exceed 30 feet on straight sections and should at
- minimum align to match existing construction joints or as shown on plans. Confirm placement with Engineer.

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- 28. 27. Any saw-cutting required for the project shall not be paid for directly but shall be considered subsidiary to various bid items
- punch list per location to the Contractor as necessary including punch list items. The Contractor will notify the Engineer 48 hours in advance of completed work per site. The Engineer will inspect each site and submit a this per location to the Contractor as necessary. The Contractor will not demobilize from site until the Engineer has expressed all work



PAGE I OF 3 PAGES

CHK'D. SY: G.K.	SHEET 2 OF IL	PROJECT: CONCRETE	JEF7	JEFFERSOI ENGINEERING
& SPECIFICATIONS	SHEET: GENERAL NOTES	CONCRETE ROAD REPAIR PROJECT	88	N COUNTY DEPARTMENT

### ITEM 5: CONTROL OF WORK

Station/track the project and verify locations of work with Engineer prior to the commencing of work. Mark the stations every 100 feet.
Maintain stationing throughout the duration of the project. Remove the station markings at the complation of the project. Consider this work to be subsidiary to the various bot items of the contract.

## ITEM 7: LEGAL RELATIONS AND RESPONSIBILITIES

- Furnish all materials, labor and incidentals required to provide for traffic sortes the street and for temporary ingress and egress to private
  property in accordance with stricte 7.7 of the standard specifications at no additional cost to the County. Consider this work to be subsidiary to the
  various bid items of the contract.
- Maintain the roadway Judpe stability. Temporary retaining structures or shoring may be required. Before installing may proposed temporary retaining structures or shoring may be used in the proposed temporary retaining structures or shoring, sometiments or shoring and a plan of operations including sequencing. Maintaining stope stability is subsidiary to the various hid furns.

## ITEM 8: PROSECUTION AND PROGRESS

- Compute and charge working days in accordance with Article 8.3.1.S., "Calendar Day"
- Gather information and direct attention to the aspects of adjoining projects that may be in the progress charing the construction of a portion of
  this project. Flux and prosecute the sequence of construction and the traffic control plan with adjacent construction projects so as not to interfere
  with or hinder the completion of the wark to progress on the adjoining projects. Coordinate projects to extend an uninterrupted flow of traffic.

## ITEM 9: MEASUREMENT AND PAYMENT

The Contractor shall submit all fickets, As-Built drawings and an updated schedule with each pay request. The County will withhold a 10% retainage from each pay request.

 This from shall include the removal of trees in the ROW as noted on the plans, grinding of the stumps to 18" below grade, removal of the sawdust and backfilling the hole with select fill. TTEM 100: TREE REMOVAL

### ITEM 104: REMOVING CONCRETE

All constrete persentent and curbing will be saw cut to full depth at connection puints to existing pavements and curbs. Saw cutting of all connects will not be measured or paid for directly but shall be considered subsidiary to various bid items.

### ITEM 132: STRUCTURAL FILI

- Structural Fill utilized in this project shall be Type A with a 10<=PI=<20
- Structural shall be rolled and compacted to not less than 92% of maximum dry density as determined by field density testing. Rolling and
  compaction of the structural fill will take place immediately before placing the fiestible base materials and during dry conditions. Contractor to
  place Structural Fill in maximum 8 inch losse lifts. Field densities for the structural fill shall be made at the rate of 1 per 50 square yards per lift.
- Struct this bid item. Structural fill shall be installed to the limits behind the curbs as shown on the plans. This additional quantity will be considered subsidiary to
- This bid item shall include all excavation, grading, proof rolling, placement and compaction of the structural fill

## ITEM 162: SODDING FOR EROSION CONTROL

- All areas disturbed during construction noted on the plans will be sadded. Limits of pay for sodding will be I foot and 6 inches behind the back of ourb and sod needed for true removal area which has been approximated to be two 6 foot by 6 foot areas.
- Sed will be watered after initial placement and until it is established as deemed necessary by the Engineer.
- 'n Any fill needed, before placing sed, to level the sed with surrounding grades will be considered subsidiary to this bid item

### ITEM 247: FLEXIBLE BASE

- Flexible Base utilized in this project shall be Type A or Type D GR 2.
- If exible base materials shall be placed and compacted in a minimum of two lifts with a maximum toose material thickness of 8 inches.
   Compaction test will be taken at each lift as required by the Engineer. Densities shall be obtain 1 per every 50 square yards or fraction thereof per lift. Minimum density shall be not less than 95% of maximum day density.
- Base shall be installed I ft behind back of ourb or as noted on the plans to the depths indicated on the plans. This additional quantity will be considered subsidiary to this bid item.

# ITEM 351: SOFT SPOT SUBGRADE REPAIR (ONLY AS DIRECTED BY ENGINEER)

Repair soft subgrade areas only as directed by the Engineer, Identified soft spots shall be excepted a minimum 9 inches and backfilled and comparted in lifts with structural fill. This item may or may not be used.

## ITEM 361: REPAIR OF CONCRETE PAVEMENT

- Deformed reinforcement has size, spacing and placement shall conform to TxDOT Shaulard Repair of Concrete Pavennent Detail or
  otherwise noted on the plans. Spacing adjustments may be required at the edges on both sides of the proposed concrete pavennent lane widths.
- day for early opening. Construct hydraulic coment concrete parement with or without curbs on the concrete parement. Provide Class III:S concrete 3000 PSI at I
- Wire man reinforcements are not allowed for use on readway construction for this project
- 4. Shaving of all joints shall begin as soon as sawing can be accomplished without damage to the pavement and completed before 12 hours has elapsed. Any random cracking of the pavement, which in the opinion of the engineer, is the to incomplete sawing operation shall be removed and replaced at the expense of the contractor.
- Class 5 self-leveling low modulus silicone sealant shall be used to seal joints within repair areas on this project
- All longitudinal and transverse joints shall be sawed.
- Saw curring of all joints (Transverse expansion joints, longitudinal construction joints, longitudinal sawed joints, transverse sawed joints and
  others) will not be gaid for separately but shall be considered subsidiary to various bid items.
- Any asphalt removed as a part of a rapair area will be considered subsidiary to this hid item
- Heavy Broom Finish for final surface texture unless otherwise directed by the Engineer.

## CONCRETE DOWNSPOUT PADS (Diamond D Drive)

- Includes excavation, forming, reinforcement and placement of concrete downspout pads
- Pads to be constructed per details on the drawings and be constructed of 3,000 concrete

### ITHM 500: MOBILIZATION

- Histabilish and remove offices, plants, and facilities. Move personnel, equipment, and supplies to and from the project or the vicinity of the project site to begin work or complete work on Contract Items. Bonds and insurance are required for performing mobilization.
- Mobilization shall not exceed three (3) percent of the total construction items amount prior to the cost of mobilization being added.

## ITEM 502: BARRICADES, SIGNS, AND TRAFFIC HANDLING

- Submit a Traffic Courtol Plan prior to the beginning of work for approval by the Engineer as outlined in TXDOT Item 502. Plan the sequence of work so as to minimize inconvenience to the traveling public.
- Furnish and maintain the burnicades and warning signs, including the necessary temporary and portable traffic council devices, during the various phases of construction. Place and construct those harricades and warning signs in accordance with the latest. "Texas Manual on Uniform Traffic Control Devices for Streets and Highways" for typical construction layouts.
- Furnish additional barricades and signs to maintain traffic and motorists' safety when directed by the Engineer. Consider payment for the additional signs and barricades subsidiary to Item 502.
- Cover work zone signs when work related to the signs is north properties. When any hazard related to the signs no longer exists.



PAGE 2 OF 3 PAGES

CHK'D, BY: M.F.	DRWIN. BY: G.K.	SHEET 3 OF 14	PROJECT: CONCRETE	HAS PEAR, STREET, STR. "U SEAUTONT, "EXAS 777(0) PHOME: (409) 855-8554	SEFFERSON COUNTY ENGINEERING DEPARTMENT
03	& SPECIFICATIONS	SHEET:	CONCRETE ROAD REPAIR PROJECT	#81, 517- "LOOK "EXAS 777(X) "ALC (469) 835-8716	N COUNTY DEPARTMENT TY COUNTY

ROJECT		· 26
(IFB 24	4-058/MR	Jefferson County 2024 Concrete Road Repair Proj

- Keep the delineation devices, signs, and pavement merkings clean. This work is subsidiary to the Item, "Barricades, Signs, and Traffic Handling".
- Do not mount signs on drams or harricades, except those listed in the latest Barricades and Construction standard sheets
- Use traffic cones for daytime work only. Replace the cones with plastic drams during nighttime hours
- Place positive barriers to protect drop-off conditions greater than 2.ft. within the clear zone that remain overnight. The traffic control plan (TCP) shall conform to the BC (1)-(12) standards and part VI of the Current Texas Manual of Uniform Traffic Control Devices.
- days may be placed along the shoulder of the roadway or right of way when not in use or stored in other approved areas on the project. (construction signs that are not in effect that are installed in a fashion that will not allow them to be removed from the right of way easily. Remove all traffic control devices from the roadway, off of the right of way, when they are not in use. Devices scheduled to be used within 3 Cover any
- Construct all work zone signs, sign supports, and barricules from material other than wood unless approved by the engineer.
- Galvanize steel supports if used. Aluminum posts, if used, shall meet the following minimum thickness requirements:

Ε

Square Feet Less Than 1.5 1.5 To 7.5 Greater Than 7.5

Minimum Thickness 0.080 Inches 0.100 Inches 0.125 Inches

Any changes to the traffic control plan must be approved in writing by the Engineer. Submit the revised plan for approval to the Engineer.

The Contractor shall include a sobedule of street closure dates in the Traffic Control Plan. Contact the Precincts 72 hours in advance of

It is the responsibility of the Contractor to notify commercial businesses and residential citizens of work to be performed 48 hours in

- 15. The approval by the engineer of the method and procedure the contractor plans to use to handle or detour traffic will not relieve the contractor of his responsibility for the protection of the traveling public.
- Use drums or vertical panels instead of cones as traffic control devices

<u>16</u>

- 17. The Contractor shall submit to the County, prior to start of any construction work, a hanling truck and construction vehicles must plan. This route plan shall show arrests to be taken for nucles and vehicles either empty or haulting materials going in or cut the construction steets cope of work. The Streets that are to the sused as truck and vehicle routes shall be much loads roadway bearing parameters. Upon approval of the Engineer, this truck routing plan will be strictly implemented. Any changes that its required as construction planes groupessas will be twized and approved by the hingineer. This work will not be measured or peid for separately but will be considered subsidiery to this pay item.
- Provid the highway. Provide flaggers at each side-road intersection and ensure they have communication with the flaggers controlling the movement of traffic on

# TIEM 506: TEMPORARY BROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS

- This item will not be paid for directly but considered subsidiary to various bid items.
- Temporary erosion, sediment and water control measures shall be required.
- Prosion control logs are to be utilized at every talet or discharge point within the affected areas of construction and should remain in place throughout the duration of construction.

- Contractor will be responsible for removing dirt from the roads daily to prevent tracking.

  All concrete much washout will be disposed of all the plant.

  Contractor fall police the construction area at the end of each day and remove and containerize all trash.

  Pumpod stocmwater shall be channeled through a rock beam, growing control log or other method to bolp prevent excessive.

# THEM 713: CLEANING AND SEALING JOINTS AND CRACKS (CONCRETE PAVEMENT)

- Class 5, bot poured rubber scalant, will be used for scaling cracks for this item
- All cracks and joints within the project streas will be sealed. Other areas, if necessary, will be determined by the Engineer in the field prior to action in each location.
- This item will not be paid for directly but will be considered subsidiary to various bid items

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PAGE 3 OF 3 PAGES

JEFFERSON COUNTY
ENGINEERING DEPARTMENT
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CHK'D, BY: SHEET 4 OF 14 6 7 CONCRETE ROAD REPAIR PROJECT GENERAL NOTES & SPECIFICATIONS SEET. 40

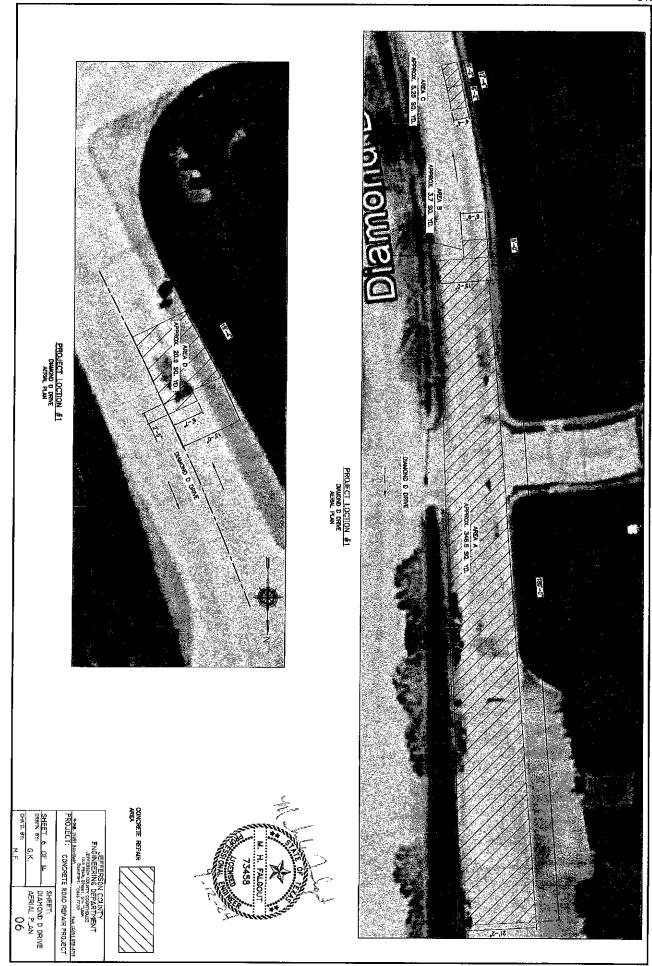
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3	502	500	AIN	351	529	251	247	247	ź	ž	104	100	TXDOT Item
BARRICADES, SIGNS AND TRAFFIC HANDLING (Welker Lane)	BARRICADES, SIGNS AND TRAFFIC HANDLING (Diamond Drive)	MOBILIZATION (MAX 3%)	CONCRETE DOWNSPOUTS (DIAMOND D DRIVE)	SOFT SPOT SUBGRADE REPAIR (ONLY AS DIRECTED BY THE ENGINEER)	CONCRETE CURB IN PLACE	6" CONCRETE (HES) IN PLACE	10" COMPACTED LINESTONE BASE IN PLACE	8" COMPACTED LINESTONE BASE IN PLACE	BLOCK SODDING IN PLACE	10" COMPACTED STRUCTURAL FILL IN PLACE (includes excavation, proof rolling, backfill and compaction)	REMOVE CONCRETE PAVING	TREE REMOVAL (WALKER LANE)	BID ITEM DESCRIPTION:
ñ	158	59	Ē	ΥS	뉴	SY	SY	SY	YS	gy	ક્ષ	ΕA	Un∰
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						3.7	3.7				3.7		Quantity
-						5.3	55.62				5.53		Quantity
						20.9	20,9				22		Quantity
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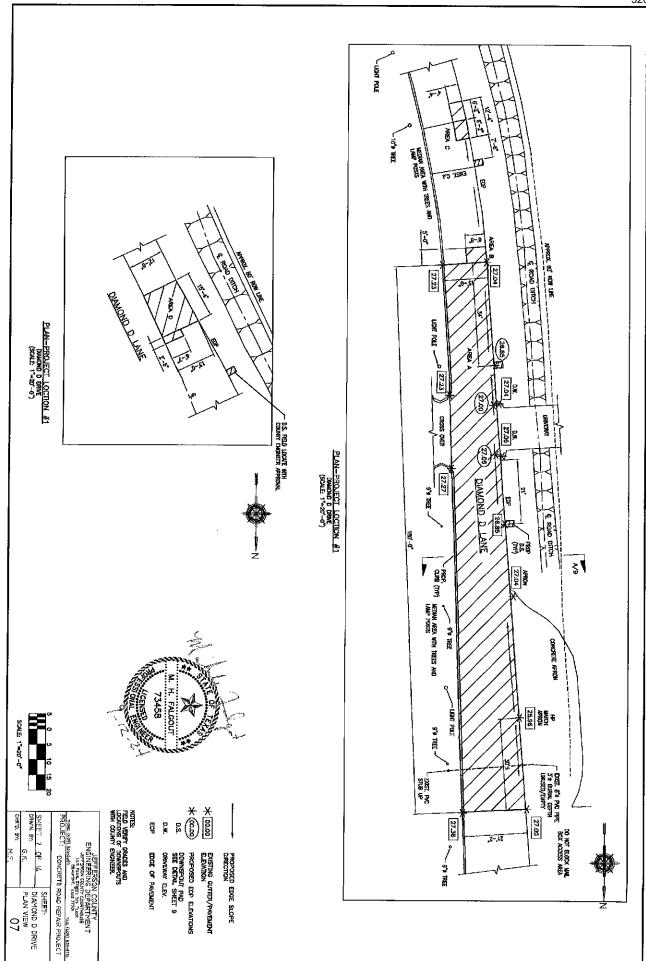
### Jefferson County 2024 Concrete Road Repair Project

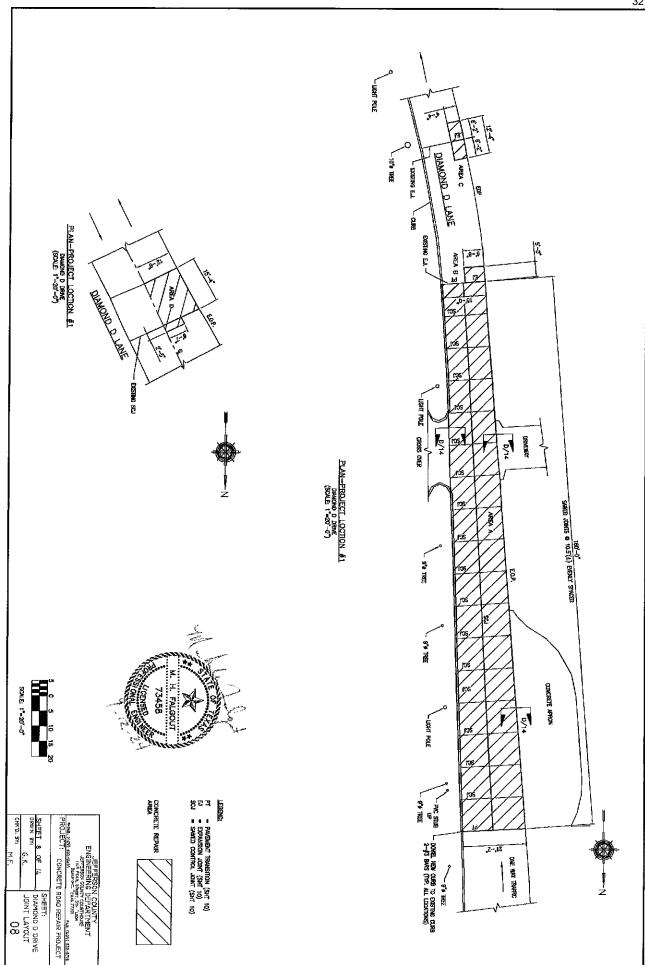
## SUMMARY OF ESTIMATED QUANTITIES

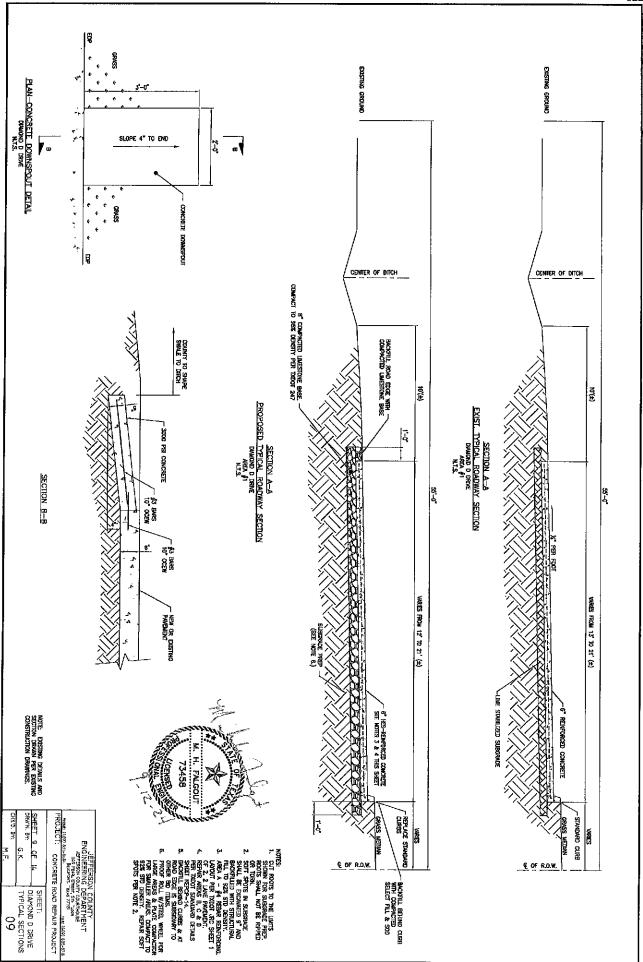




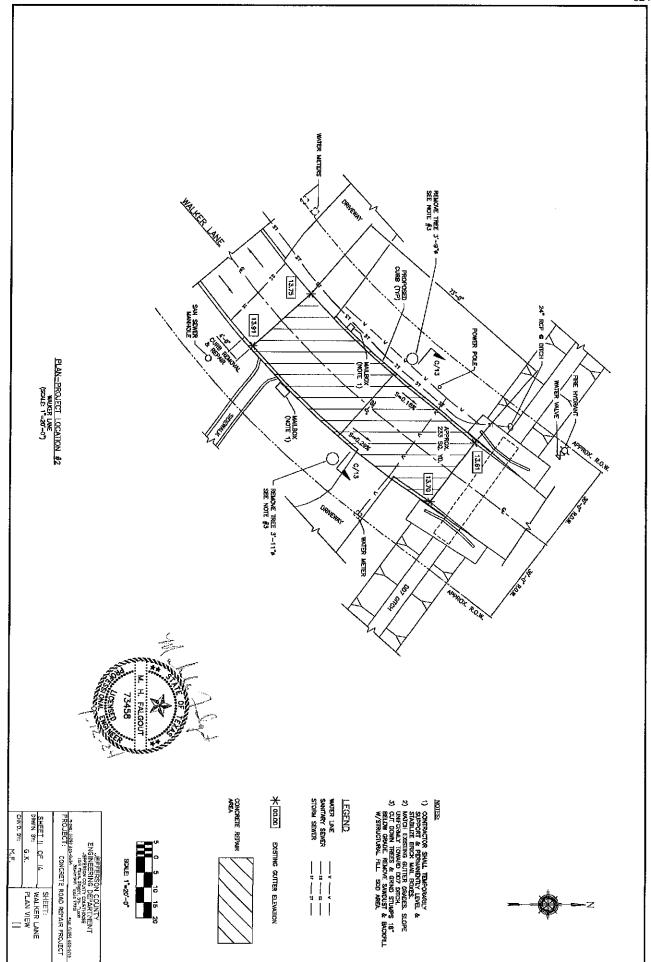


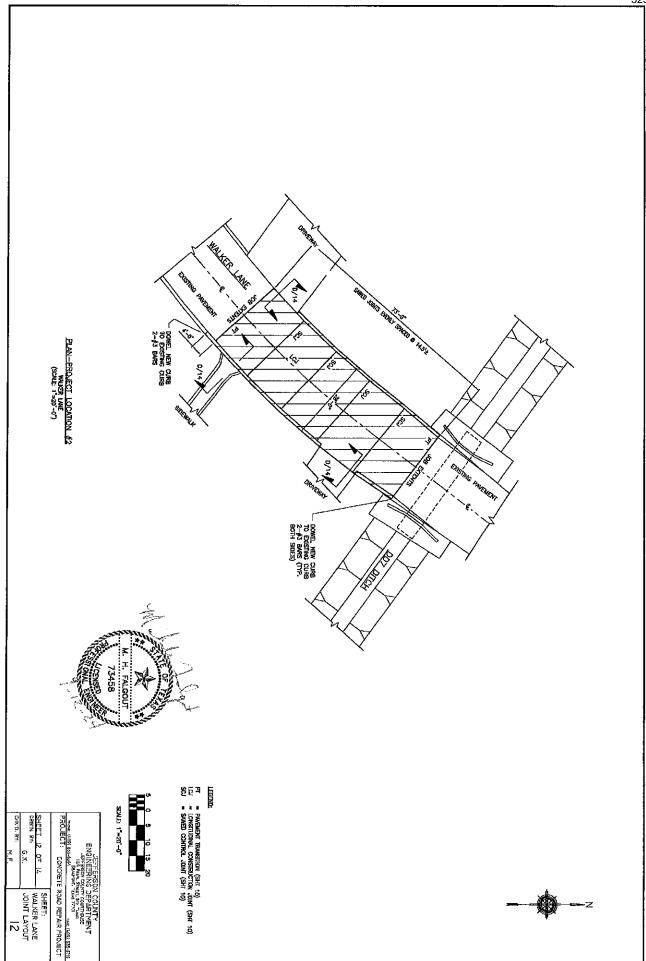


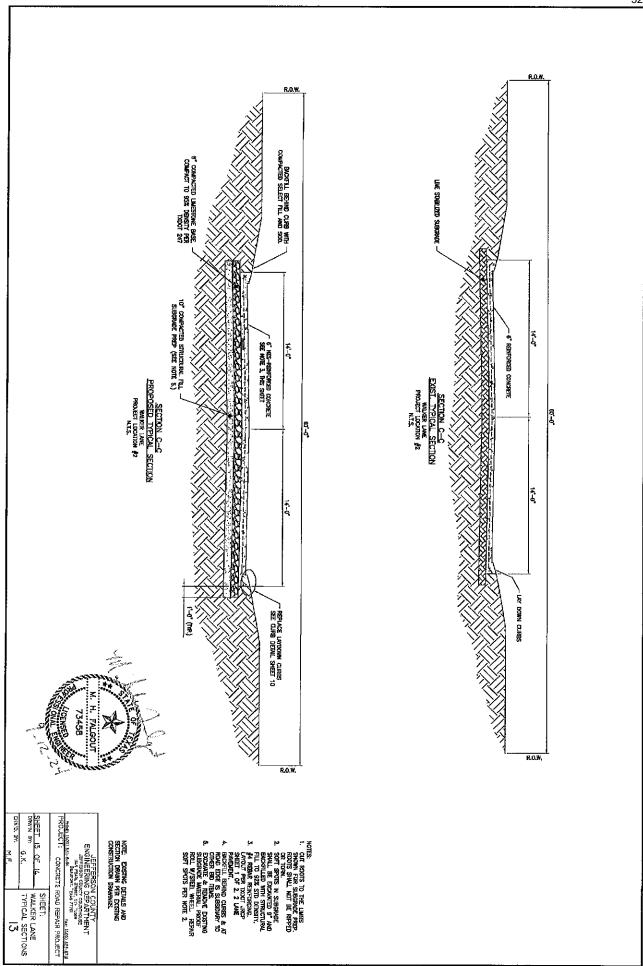


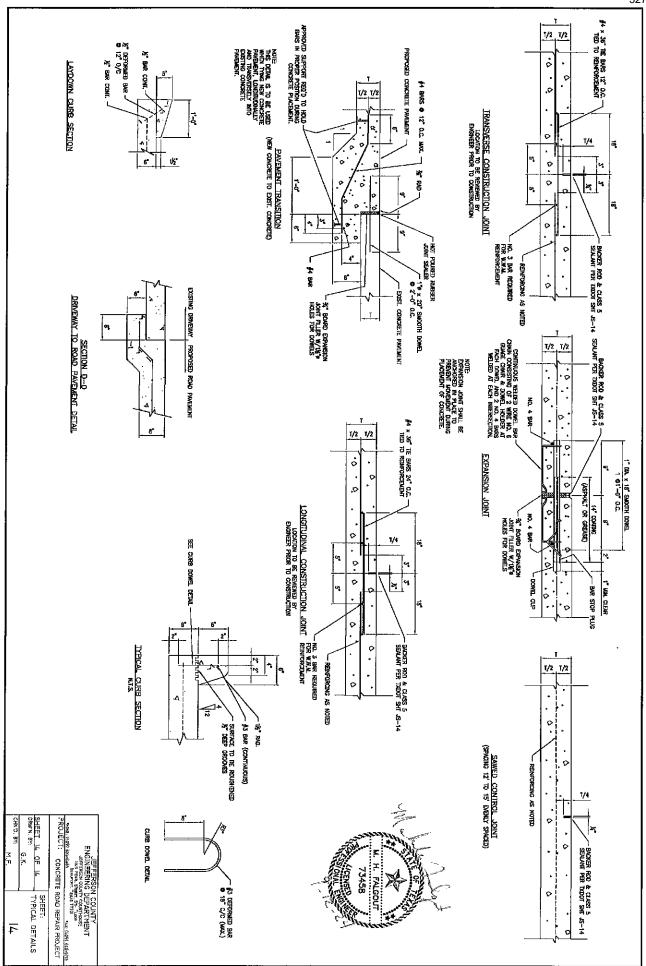


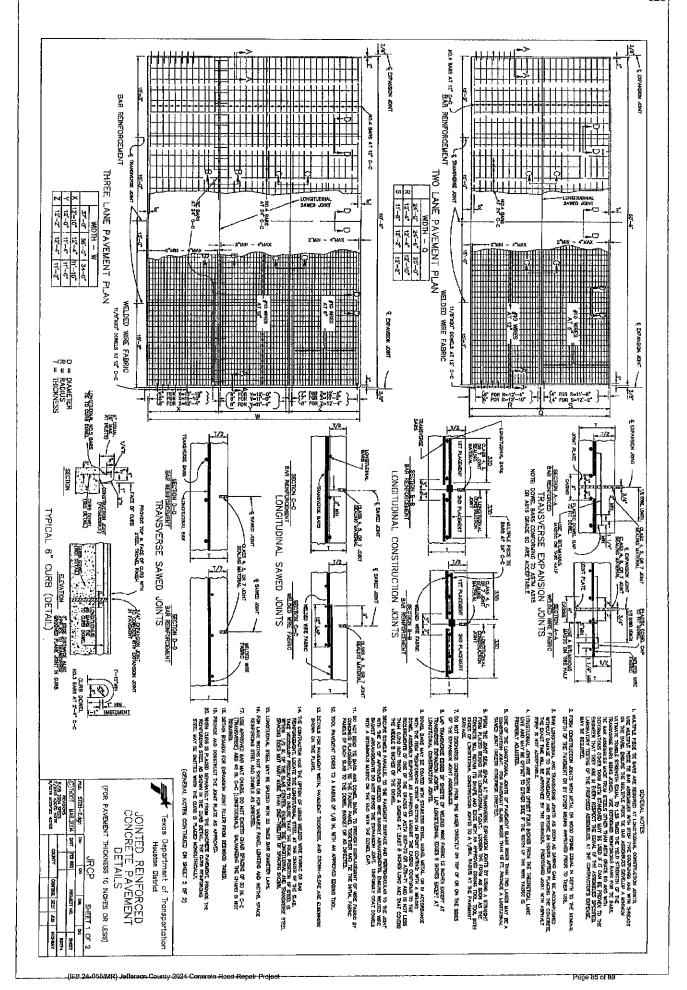












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TABLE NO. 1 STEEL BAR SIZE AND SPACING

DATES FILES	NE VIEW	* USE 12" SPACING AS FIRST AN	>8.0 #6	CPCD <8.0 #5	H	\dagger 8.0 #5	¥12,0	11.5	10.5	10.0 #6	,o
  -  -	SEE DETAIL A REPAIR PATCH PLAN VIEW	AND LAST SPACING AT END	NONE 12	NONE 12		6	6.0	, i	6.75 6.75	7.0 7.0	7.5
FULL-DEPTH	SEE GENERAL NOTES	ND OR SIDE FOR	12.0 NONE	12.0 NONE	$\vdash$	12.0 24	0	¥	.75	0 24	CF
H REPAIR	HALF OR FULL LANE WIDTH	OR ALL BARS.	24	24	24	24				24	
OF CRCP, JRCP, AND CPCD	TRANSPERSE TIEBARS TO TO MIN.  TRANSPERSE TIEBARS TO TO THE REPAIR PATCH.  RECOMPACTED TO TIEBARS.  LONGITUDINAL BARS THEO TO TIEBARS.  LONGITUDINAL BARS THOU THE REPAIR PATCH.  RECOMPACTED TO TIEBARS.  LONGITUDINAL BARS THOU THE REPAIR MIN.S 2".  PARE DITTO THE REPAIR MIN.S 2".  LONGITUDINAL TIEBARS.  BOTTOM OF DRILLED HOLES AT TZ.2.  MIN. 10" EPOWY-GROUPE INTO EXTSTING CONCRETE.  MIN. 25" EXTENDED INTO THE REPAIR PATCH.  DETAIL A  GROUTED TIEBARS & REINFORCEMENT								COMPLETE LATING GENETES GOTH SEWES	OPERATION SHOULD BE RESTORED IN ACCORDANCE WITH STANDARD SHEET	7 EVICTING LONGITHDINAL AND TRANSPERS FORMER DELONGED THE TO DEPAIR
			;	ONLY SOU	REMOVE A						
PEPCP-14  TIES PROSPICATOR  CONCORDES 2014  CO	ARBAIR AREA MAY BE ADJUSTED AFTER REMOVING DISTRESSED CONGRETE. SWILL BEPTH REPAIR TO FULL-DEPTH REPAIR TO FULL-DEPTH REPAIR TO FULL-DEPTH REPAIR TO FULL-DEPTH REPAIR AREA OR CHANGES IN SCOPE OF WORK.  INCREASE THE REPAIR AREA ON PERFORM AF FULL-DEPTH REPAIR AREA ON DEPTOUNAL SEED DIMACED BY THE REMOVAL OPERATIONS. NO ADDITIONAL COMPENSATION WILL SECTION A-A  HALF-DEPTH REPAIR AREA OF CONCRETE DAY.  REPAIR OF CONCRETE DAY.  SHEET I OF 2  SHEET I OF 2  Dividing Concrete DAY.  REPAIR OF CONCRETE PAVEMENT.  OF TAXAS DEPARTMENT OF DIVIDING SHARE OF CONCRETE PAVEMENT.  OF TAXAS DEPARTMENT OF CONCRETE PAVEMENT.  OF TAXAS DEPARTMENT OF CONCRETE PAVEMENT.	SOUND CONCRETE SOUND CONCRETE	DO NOT SAW-OUT STEEL	CLEAN THE AREA BY APPROVED METHODS. SAW CUT DEPTH: MIN. 1 1/2"	ILL LOOSE MATERIALS AND	PLAN VIEW	¥	12" MIN.			12"

#### TYPE CRCP 10.5 SLAB THICKNESS 9.0 Ëų, un 8.0 7.0 6.5 SIZE # 8 REGULAR BARS TIEBARS BARS SPACING LONGITUDINAL\* 8.0 ça UI 6.5 7.5 .7 0 6,0 SPACING SPACING SPACING 7.5 9 . 9 . 7,0 9.0 6.2 7.0 ę. o TRANSVERSE\* 24 4 TIEBARS N 2

3. FULL DEPTH SAM CUTS SHALL BE MADE AROUND THE PERMETER OF THE AREA TO BE REPAIRED. THE CUT SHALL BE MADE AT A RIGHT ANGLE TO THE PAYEMENT EDGE AND TO THE CENTER LINE OF THE PAYEMENT. 5.ADDITIONAL SAW CUTS MAY BE REQUIRED WITHIN THE AREA OF THE REPAIR FOR FACILITIES PROMOTED OF THE CONCRETE ON TO ALLEVIATE BINDING OF THE FULL DEPTH SAW CUT AT THE REPAIR EDGE. 2. NULTIPLE PIECE TIEBARS SHALL BE USED WHEN THE REPAIR AREA MUST BE PLACED IN TWO STAGES DUE TO SEQUENCE OF CONSTRUCTION. 1. ITEM 361, "REPAIR OF CONCRETE PAVEMENT" SHALL GOVERN FOR THIS WORK. C.THE SAW CUTS WHICH EXTEND CUTSIDE THE AREA OF THE REPAIR WILL BE CLEANED AND FILLED WITH A CEMENTITIOUS GROUT APPROVED BY THE ENGINEER. 4. AT LEAST ONE LONGITUDINAL FULL DEPTH SAW CUT SHALL BE AT AN EXISTING LONGITUDINAL JOINT.

SAW CUT REPAIR BOUNDARIES
SAW CUT DEPTH: MIN. 1 1/2"
DO NOT SAW-CUT STEEL BARS.

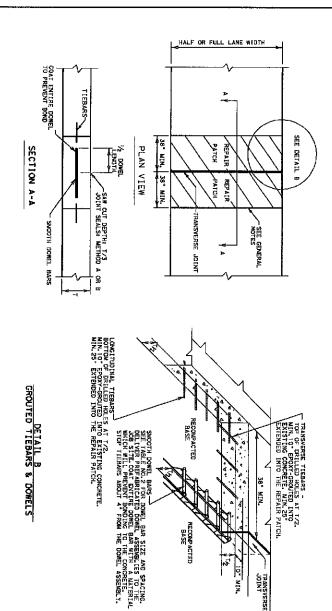
✓ DISTRESSED CONCRETE

3.EXISTING LONGITUDINAL AND TRANSVERSE JOINTS REMOVED DUE TO REPAIR OPERATION SHOULD BE RESTORED IN ACCORDANCE WITH STANDARD SHEET "CONCRETE PAVING DETAILS, JOINT SEALS." 2. THE SAW CUTS WHIGH EXTEND OUTSIDE THE AREA OF THE REPAIR WILL BE LEANED AND FILLED WITH A CEMENTITIOUS GROUT APPROVED BY THE ENGINEER. 1. ITEM 361, "REPAIR OF CONCRETE PAVEMENT" SHALL GOVERN FOR THIS WORK.

# GENERAL NOTES

Page 87 of 89

GENERAL NOTES



# REPAIR OF TRANSVERSE JOINT OF CPCD



BOWEL BAR PLACEMENT TOLERANCE SHALL BE +/- 1/4 IN, HORIZONTALLY AND YENTICALLY UNLESS OTHERWISE SPECIFIED, WHERE DOWEL BAR BASKETS ARE USED, REMOVE THE SHIPPING WIRES. 6. THE SAW CUTS WHICH EXTEND OUTSIDE THE AREA OF THE REPAIR WILL CLEANED AND FILLED WITH A CEMENTITIOUS GROUT APPROVED BY THE ENGINEER. 7.EXISING LONGITUDINAL AND TRANSVERSE JOINTS REMOVED DUE TO REPAIR STRATION SHOULD BE RESIDED IN ACCORDANCE WITH STANDARD SHEET "CONCRETE PAVING DETAILS, JOINT SEAS."

RECOMPACTED BASE

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> TO PACILIAIE REMOVAL OF THE CONCRID WITHIN THE AREA OF THE REPAIR TO PACILIAIE REMOVAL OF THE CONCRID OR TO ALLEVIATE BINDING OF THE FULL DEPTH SAW OUT AT THE REPAIR EDGE, 4.AT LEAST ONE LONGITUDINAL FULL DEPTH SAW CUT SHALL BE AT AN EXISTING LONGITUDINAL JOINT.

留

38\* MIN

- TRANSVERSE JOINT

3. FULL DEPTH SAW OUTS SHALL BE MADE AROUND THE PERMETER OF THE AREA OF BEREPARED. THE CUT SHALL BE MADE AT A RIGHT ANGLE TO THE PAVEMENT EDGE AND TO THE CENTER LINE OF THE PAVEMENT.

2. MULTIPLE PIECE TIEBARS SHALL BE USED WHEN THE REPAIR AREA MUST BE PLACED IN TWO STAGES DUE TO SEQUENCE OF CONSTRUCTION. 1. ITEM 361, "REPAIR OF CONCRETE PAVEMENT" SHALL GOVERN FOR THIS WORK.

# GENERAL NOTES

Texas Department of Transportation 用ET 2 OF nty 2024 Concrete Road Repair Projec

REPAIR OF CONCRETE PAVENERS.

REPCP-14

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## ATTACHMENT B AFFIDAVIT OF WARRANTY

CONTRA	ACTOR:	
PROJEC'	T:(IFB 24-058/MR) Jeffer	son County 2024 Concrete Road Repair Project
LOCATI	ON:	
WORK P	PERFORMED <u>:</u>	
FINAL C	CONTRACT AMOUNT: \$	
CONTRA	ACT DATE:	
CONTRA Documen damage c	ts and will not be defective. CO	s to the OWNER and that all Work is in accordance with the Contract ONTRACTOR'S warranty and guarantee hereunder excludes defects or
S	buse, modification, or imprope ub-contractors, Suppliers, or an esponsible; or	r maintenance or operation by persons other than the CONTRACTOR, y other individual or entity for whom the CONTRACTOR is
2) N	formal wear and tear under norm	nal usage.
the Requiunder the from defe	rements (Plans and Specification Contract between	NTRACTOR, does hereby Guarantee and Warranty in accordance with ms), all Labor and Materials on the said Project, and all work performed AND JEFFERSON COUNTY and/or assign to be free manship and/or Materials for the Guarantee Period extending from Upon receipt of written notice from the OWNER or TOR shall remedy the defects and replace any property damaged and guarantee period, as required.
SIGNING	OFFICER:	DATE:
PRINTED	NAME:	TITLE
Acknowle	dged by	, Notary Public.
Printed Na	ame	
My Comn	nission expires:	

## **AIA** Document A310™ - 2010

#### Bid Bond

CONTRACTOR:

(Name, legal status and address)
SETEX Construction Corporation
P.O. Box 20678
Beaumont, TX 77720-0678

OWNER:

(Name, legal status and address) Jefferson County, Texas 1149 Pearl Street Beaumont, TX 77701

BOND AMOUNT: Five Percent (5%) of Total Amount Bid

(Name, location or address, and Project number, if any)

2024 Concrete Road Repair Project

SURETY:

(Name, legal status and principal place of business)

American Alternative Insurance Corporation
This document has important legal

555 College Road East Princeton, NJ 08543

"This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (I) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and scaled this 8th day of October 2024

SETEX Construction Corporation
(Pythological) (Secil)

(Title)

American Alternative Insurance Corporation
(Surety) (Secil)

(Title) Mary Catherine Turner, Attorney-in-Fact

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#### **CERTIFIED COPY**

#### **POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the AMERICAN ALTERNATIVE INSURANCE CORPORATION, a corporation organized and existing by virtue of the laws of the State of Delaware ("Corporation") with offices at 555 College Road East, Princeton, N.J. 08543, has made, constituted and appointed, and by these presents, does make, constitute and appoint:

#### Meghann Catherine Turner; Mary Catherine Turner; and Garrett Turner

its true and lawful Attorneys-in-Fact, at Princeton, in the State of New Jersey, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety or Co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate said Company for any portion of the penal sum thereof in excess of the sum of One Hundred Million Dollars (\$100,000,000).

Such bonds and undertakings for said purposes, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

This appointment is made under and by authority of a certain Resolution adopted at a meeting of the Board of Directors of said Company duly held on the 27th day of August, 1975, a copy of which appears below.

IN WITNESS WHEREOF, the AMERICAN ALTERNATIVE INSURANCE CORPORATION has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 24th day of September, 2021.

ORPORATE SEAL 1923

By: Michael G. Kerner

Attest: Ionacio Rivera

Sanfilippo Notary

My Commission Expires February 8, 2026

Deputy General Counsel & Secretary

#### STATE OF NEW JERSEY, COUNTY OF SOMERSET

The foregoing instrument was acknowledged before me by means of online notarization this 24th day of September, 2021, by Michael G. Kerner and Ignacio Rivera, who are personally known to me.



SECRETARY'S CERTIFICATE

The undersigned, Ignacio Rivera, hereby certifies:

- 1. That the undersigned is Secretary of American Alternative Insurance Corporation, a corporation of the State of Delaware;
- 2. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of said Corporation on the day of its date, and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with said original power of attorney, and that the same is a true and correct copy of said original power of attorney and of the whole thereof;
- 3. That the original resolution of which the following is a copy was duly adopted at, and recorded in the minutes of, a regular meeting of the Board of Directors of said Corporation duly held on August 4, 1998, and has not since been revoked, amended or modified.
  - RESOLVED, that each of the following officers of this Corporation, namely, the President, the Executive Vice President, the Senior Vice Presidents, and the Vice Presidents, be, and they hereby are, authorized, from time to time in their discretion, to appoint such agent or agents or attorneys or attorneys-in-fact as deemed by them necessary or desirable for the purpose of carrying on this Corporation's business, and to empower such agent or agents or attorneys or attorneys-in-fact to execute and deliver, in this Corporation's name and on its behalf, and under its seal or otherwise, surety bonds, surety undertakings or surety contracts made by this Corporation as surety thereon.
  - RESOL VED, that the signature of any authorized officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney and revocation of any power of attorney or certificate of either given for the execution of any surety bond, surety undertaking, or surety contract, such signature and seal, when so used being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed.

FURTHER RESOLVED, that any prior appointments by the Corporation of MGAs are, in all respects, hereby ratified, confirmed and approved.

- FURTHER RESOLVED, that the Secretary or any Assistant Secretary of this Corporation is hereby authorized to certify and deliver to any person to whom such certification and delivery may be deemed necessary and desirable in the opinion of such Secretary or Assistant Secretary, a true copy of the foregoing resolution.
- 4. The undersigned has compared the foregoing copies of said original resolutions as so recorded, and they are the same true and correct copies of said original resolutions as so recorded and of the whole thereof.

Witness the hand of the undersigned and the scal of said Corporation this 8th day of October , 2024



AMERICAN ALTERNATIVE INSURANCE CORPORATION



Ignacio Rivera Deputy General Counsel & Secretary

TRS-1001-1



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/18/2024

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

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

PRODUCER		CONTACT NAME: Monica Broussard		
McElveen Insurance LLC A Higginbotham Partner		PHONE (A/C, No, Ext): 337-4757-462	FAX (A/C, No): 337-564-6934	
700 W. Prien Lake Road		E-MAIL ADDRESS: mbroussard@higginbotham.net		
Lake Charles LA 70601		INSURER(S) AFFORDING COVERAGE	NA NA	AIC#
		INSURER A: The Continental Insurance Company	35	289
11001125	ETECON-01	INSURER B : AGCS Marine Insurance Company	228	837
SETEX Construction Corporation Preferred Facilities Group USA, LLC		INSURER C: Texas Mutual Insurance Company	225	945
P. O. Box 20678		INSURER D :		
Beaumont TX 77720		INSURER E :		
		INSURER F:		

COVERAGES **CERTIFICATE NUMBER: 28737919 REVISION NUMBER:** 

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

INSR LTR	TYPE OF INSURANCE		SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
Α	X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR	Y	Y	7018117430	4/1/2024	4/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 100,000
	X 15,000						MED EXP (Any one person)	\$ 15,000
Ì	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY GENERAL AGGREGATE	\$ 1,000,000 \$ 2,000,000
	POLICY X PRO-						PRODUCTS - COMP/OP AGG	\$ 2,000,000
Α	OTHER: AUTOMOBILE LIABILITY	Y	Y	7018117444	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	X ANY AUTO OWNED SCHEDULED						BODILY INJURY (Per person)  BODILY INJURY (Per accident)	\$
	X HIRED AUTOS ONLY AUTOS ONLY AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
<u> </u>								\$
Α	X UMBRELLA LIAB X OCCUR	Y	Y	7018117458	4/1/2024	4/1/2025	EACH OCCURRENCE	\$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$5,000,000
	DED X RETENTION\$ 10,000							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Υ	0001096795	4/1/2024	4/1/2025	X PER OTH- STATUTE ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE T / N	N/A					E.L. EACH ACCIDENT	\$ 1,000,000
	(Mandatory In NH)						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
В	Equipment Floater	Y		MXI93088759	4/1/2024	4/1/2025	Rented/Leased	\$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Additional Insured provided to Certificate Holder on General Liability, including ongoing & completed operations, and Auto Liability as required by written contract. Walver of Subrogation provided to Certificate Holder on General Liability, Auto Liability, and Workers' Compensation as required by written contract. General Liability and Auto Liability provide coverage on a Primary & Non-Contributory basis as regulred by written contract.

IFB24-058MR, Jefferson County 2024 Concrete Road Repair

CERTIFICATE HOLDER	

Jefferson County Purchasing Department 1149 Pearl Street Beaumont TX 77701

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CANCELLATION

# $m{PAIA}^*$ Document A312 $^{ ext{TM}}$ -2010

#### Performance Bond

Bond No. S7A2SU0004637

CONTRACTOR:

(Name: legal status and address) SETEX Construction Corporation

P.O. Box 20678

Beaumont, TX 77720-0678

OWNER:

(Name: levalstatus and address)

Jefferson County Texas

1149 Pearl Street

Beaumont, TX 77701

CONSTRUCTION CONTRACT

Date: 16 October 2024

mount: One Hundred Seventy-five Thousand One Hundred And No/100

Description:

(Name and Jacation)

2024 Concrete Road Repair Project

SURETY:

(Name: legal status and principal place of business)

American Alternative Insurance Corporation

555 College Road East

Princeton, NJ 08543

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Ala Document A312-2010 combines two separate bonds a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

1

BOND

13<sub>8161</sub> 18 October 2024

(Not earlier than Construction Contract Date)

Amount: One Hundred Seventy-five Thousand One Hundred And No/100

\$175,100:00

Modifications to this Bond:

D Sec Section 16

CONTRACTOR AS PRINCIPAL

ETEX Construction Co

(Corporate Seal)

SURETY

Company.

(Corporate Seal)

rporation American Alternative Insurance Corporation

Signatue:

Namo Whathi

and Title: Procuse-1

Signature: Name

and Title:

Mary Catherine Turner, Attorney-in-Fact

fary additional signatures appear on the last page of this Performance Bond)

(FOR INFORMATION ONLY - Name, address and telephone)

AGENT or BROKER!

OWNER'S REPRESENTATIVE:

Surety Bond Brokers, LLC

(Architect, Engineer or other party:)

6709 Perkins Road

Baton Rouge, LA 70808

225,757,9191

Init.

AIA Document A312IM = 2010. The American Institute of Architects. This document was created on NA Documents on Demand IM order not one-fine use only and may not be reproduced principality to one-fine use only and may not be reproduced principality to one-fine use only and may not be reproduced principality. under the terms of and is not for readle. This document is licensed by The American Institute of Architects for

- § 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
- §2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.
- § 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise lafter.
  - the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Confractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Confractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default.
  - 2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and;
  - 3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
- § 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual projudice.
- § 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
- § 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Confract;
- § 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors:
- § 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
- § 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
  - After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
  - 2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- § 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

the responsibilities of the Contractor for correction of defective work and completion of the

Construction Contract;

additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

\$8 18 the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

\$11.Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed on delivered to the address shown on the page on which their signature appears.

\$13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### § 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract,

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond. shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided believ for addition	mal signatures of added	d parties, other than those ann	earing on the cover nage
ANNUARY LAUGH EURING LAURCH HE	•	SURETY	and any mo divice fragely
Company:	(Corporate Seal)	Company:	(Corporate Seal)
		•	
Signature		Signature:	
Name and Title:		Name and Title:	
Address:		Address:	·
	•		

This document has important legal

consequences. Consultation with an attorney is encouraged with

respect to its completion or

Any singular reference to

AlA Document A312-2010 combines two separate bonds, a

Performance Bond and a Payment Bond, into one form.

This is not a single combined Performance and Payment Bond.

Contractor, Surety, Owner or

other party shall be considered plural where applicable.

modification.

# 

#### Payment Bond

Bond No. S7A2SU0004637

American Alternative Insurance Corporation

(Name, legal status and principal place of business)

SURETY:

555 College Road East

Princeton, NJ 08543

CONTRACTOR:

(Name, legal status and address)

SETEX Construction Corporation

P.O. Box 20678

Beaumont, TX 77720-0678

OWNER:

(Name, legal status and address)

Jefferson County, Texas 1149 Pearl Street

Beaumont, TX 77701

CONSTRUCTION CONTRACT

Date: 16 October 2024

impunt One Hundred Seventy-five Thousand One Hundred And No/100

\$175,100,00

Description

(Name and location)

2024 Concrete Road Repair Project

Date: 18 October 2024

(Not earlier than Construction Contract Date)

One Hundred Seventy-five Thousand One Hundred And No/100

\$175,100,00

Medifications to this Bond:

None None

☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal) American Alternative Insurance Corporation

SETEX Construction Oprporation

Signature:

Mary Catherine Turner, Attorney-in-Fact

Name NKOMV

Signature:

Name and Title:

(Any additional signatures appear on the last page of this Payment Bond)

(FOR INFORMATION ONLY—Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

Surety Bond Brokers, LLC (Architect, Engineer or other party:)

6709 Perkins Road

Baton Rouge, LA 70808

225.757.9191

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- §4 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following forms.
- § 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Confractor shall have no obligation under this Bond.
- §3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.
- § 4 When the Owner has satisfied the conditions in Section 1, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.
- § 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:
- § 5.1 Claimants, who do not have a direct contract with the Contractor,
  - 1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
  - .2 have sent a Claim to the Surety (at the address described in Section 13).
- § 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).
- § 6 It a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.
- §7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
- §7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
- \$7.2 Pay or arrange for payment of any undisputed amounts.
- §7.3. The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
- § 3 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
- § 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No surfor action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claimato the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### § 16 Definitions

14

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

.1 the name of the Claimant;

2 the name of the person for whom the labor was done, or materials or equipment furnished;

3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;

4 a brief description of the labor, materials or equipment furnished;

5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

.6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of

шо Сини;

7 the total amount of previous payments received by the Claimant; and

3 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Clalmant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were fulfillished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

\$17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Medifications to this bond are as follows:

21.7.4			
	(Corporate Seal)	Company:	(Corporate Seal)
			•
		Signature:	
7		Name and Title	
			Signature;

#### **CERTIFIED COPY**

#### POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the AMERICAN ALTERNATIVE INSURANCE CORPORATION, a corporation organized and existing by virtue of the laws of the State of Delaware ("Corporation") with offices at 555 College Road East, Princeton, N.J. 08543, has made, constituted and appointed, and by these presents, does make, constitute and appoint;

#### Meghann Catherine Turner; Mary Catherine Turner; and Garrett Turner

its true and lawful Attorneys-in-Fact, at Princeton, in the State of New Jersey, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety or Co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate said Company for any portion of the penal sum thereof in excess of the sum of One Hundred Million Dollars (\$100,000,000). Such bonds and undertakings for said purposes, when duly executed by said Attomey(s)-in-Fact, shall be binding upon said Company as fully and to thesame extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

This appointment is made under and by authority of a certain Resolution adopted at a meeting of the Board of Directors of said Company duly held on the 27th

day of August, 1975, a copy of which appears below.

IN WITNESS WHEREOF, the AMERICAN ALTERNATIVE INSURANCE CORPORATION has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 24th day of September, 2021.



By:

Michael G. Kerner resident

Attest:

lanacio Rivera

Deputy General Counsel & Secretary

#### STATE OF NEW JERSEY, COUNTY OF SOMERSET

The foregoing instrument was acknowledged before me by means of online notarization this 24th day of September, 2021, by Michael G. Kerner and Ignacio Rivera, who are



My Commission Expires February 8, 2026

#### SECRETARY'S CERTIFICATE

The undersigned, Ignacio Rivera, hereby certifies:

- 1. That the undersigned is Secretary of American Alternative Insurance Corporation, a corporation of the State of Delaware;
- 2. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of said Corporation on the day of its date, and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with said original power of attorney, and that the same is a true and correct copy of said original power of attorney and of the whole thereof;
- 3. That the original resolution of which the following is a copy was duly adopted at, and recorded in the minutes of, a regular meeting of the Board of Directors of said Corporation duly held on August 4, 1998, and has not since been revoked, amended or modified.

RESOLVED, that each of the following officers of this Corporation, namely, the President, the Executive Vice President, the Senior Vice Presidents, and the Vice Presidents, be, and they hereby are, authorized, from time to time in their discretion, to appoint such agent or agents or attorney or attorneys-in-fact as deemed by them necessary or desirable for the purpose of carrying on this Corporation's business, and to empower such agent or agents or attorney or attorneys-in-fact to execute and deliver, in this Corporation's name and on its behalf, and under its seal or otherwise, surety bonds, surety undertakings or surety contracts made by this Corporation as surety thereon.

RESOLVED, that the signature of any authorized officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney and revocation of any power of attorney or certificate of either given for the execution of any surety bond, surety undertaking, or surety contract, such signature and seal, when so used being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed.

FURTHER RESOLVED, that any prior appointments by the Corporation of MGAs are, in all respects, hereby ratified, confirmed and approved.

FURTHER RESOLVED, that the Secretary or any Assistant Secretary of this Corporation is hereby authorized to certify and deliver to any person to whom such certification and delivery may be deemed necessary and desirable in the opinion of such Secretary or Assistant Secretary, a true copy of the foregoing

4. The undersigned has compared the foregoing copies of said original resolutions as so recorded, and they are the same true and correct copies of said original resolutions as so recorded and of the whole thereof.

Witness the hand of the undersigned and the seal of said Corporation this 18th day of



AMERICAN ALTERNATIVE INSURANCE CORPORATION

lanacia Asvera (Sen 24, 2021 16 06 EDT)

Ignacio Rivera Deputy General Counsel & Secretary

TRS-1001-1

#### CERTIFICATE OF INTERESTED PARTIES FORM 1295 1 of 1 OFFICE USE ONLY 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. **CERTIFICATION OF FILING** Name of business entity filing form, and the city, state and country of the business entity's place Certificate Number: of business. 2024-1222786 SETEX Construction Corp. Beaumont, TX United States Date Filed: 2 Name of governmental entity or state agency that is a party to the contract for which the form is 10/03/2024 being filed. Jefferson County Date Acknowledged: 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. 24-058/MR Jefferson County 2024 Concrete Road Repair Project Nature of interest Name of Interested Party City, State, Country (place of business) (check applicable) Controlling Intermediary 5 Check only if there is NO Interested Party. Х **6 UNSWORN DECLARATION** Nathan Rivers \_\_\_\_\_, and my date of birth is \_\_\_\_ My name is \_\_\_\_\_ April 8, 1978 My address is \_\_\_\_\_5555 College Street, Suite 103 USA Beaumont 77707 (city) (zip code) (country) I declare under penalty of perjury that the foregoing is true and correct. Executed in Jefferson \_\_\_\_\_County, State of Texas \_\_\_, on the 8th\_day of October , 20, 24. (month) (year)

Signature of authorized agent of contracting business entity (Declarant)



#### SETEX CONSTRUCTION CORP

Unique Entity ID CAGE / NCAGE Purpose of Registration

XCM1F3PRZ253 395P4 All Awards

Registration Status Expiration Date
Active Registration Dec 4, 2024

Physical Address Mailing Address
1660 S 23RD ST P.O. Box 20678

Beaumont, Texas 77707-4304 Beaumont, Texas 77720-0678

United States United States

Businest Information ( ) ( ) ( ) ( )

Doing Business as Division Name Division Number (blank) (blank) (blank)

Congressional District State / Country of Incorporation URL

Texas 14 Texas / United States http://www.setexconstruction.com

**Registration Dates** 

Activation Date Submission Date Initial Registration Date

Dec 7, 2023 Dec 5, 2023 May 17, 2005

**Entity Dates** 

Entity Start Date Fiscal Year End Close Date

Jun 7, 1990 Dec 31

Immediate Owner

CAGE Legal Business Name

(blank) (blank)

**Highest Level Owner** 

CAGE Legal Business Name

(blank) (blank)

#### **Executive Compensation**

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

#### **Proceedings Questions**

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

#### i Signitiron (sunna ere)

Active Exclusions Records?

Νo

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

#### Business Types

Entity Structure

Entity Type

Organization Factors

Corporate Entity (Not Tax Exempt)

≓ni(iy/Pyrie; i

SAM Search/Authorization

Business or Organization

(blank)

Profit Structure

For Profit Organization

SETEX CONSTRUCTION CORP

#### Socio-Economic Types

#### Self Certified Small Disadvantaged Business

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

ទីវិញប្រែកទៅសំណើត (**ស្វែ**ស Accepts Credit Card Payments Debt Subject To Offset No Nο

**EFT Indicator** CAGE Code 0000 395P4

#### **Electronic Business**

2,

Points of Contact : 12 Licens 1916 (City)

Nathan Rivers, President Beaumont, Texas 77720

**United States** 

P.O. Box 20678

#### **Government Business**

2 P.O. Box 20678

Nathan Rivers, President Beaumont, Texas 77720

**United States** 

#### Service Classifications

**NAICS Codes** 

Yes

Primary **NAICS Codes** 

236220

236116

NAICS Title Commercial And Institutional Building Construction

New Multifamily Housing Construction (Except For-Sale Builders)

236210 Industrial Building Construction

#### **Product and Service Codes**

PSC **PSC Name** 

Y1EE **Construction Of Tank Automotive Facilities** Y1FA Construction Of Family Housing Facilities Y1FB Construction Of Recreational Buildings Y1FC **Construction Of Troop Housing Facilities** 

Y1FD **Construction Of Dining Facilities** Y1FE Construction Of Religious Facilities

Y1FZ Construction Of Other Residential Buildings Y1GZ Construction Of Other Warehouse Buildings

Y1JA **Construction Of Museums And Exhibition Buildings** Y1JB **Construction Of Testing And Measurement Buildings** 

Y1JZ Construction Of Miscellaneous Buildings

Y1KZ Construction Of Other Conservation And Development Facilities

Y1LZ Construction Of Parking Facilities

Y1PA Construction Of Recreation Facilities (Non-Building)

Construction Of Other Non-Building Facilities Y1PZ

Y1QA Construction Of Restoration Of Real Property (Public Or Private)

Z1AA Maintenance Of Office Buildings

Z1AB Maintenance Of Conference Space And Facilities

Z1AZ Maintenance Of Other Administrative Facilities And Service Buildings

Z1BE Maintenance Of Airport Terminals 347

348

Z1BF Maintenance Of Missile System Facilities Z1BG Maintenance Of Electronic And Communications Facilities Z1BZ Maintenance Of Other Airfield Structures Z1CA Maintenance Of Schools Z1CZ Maintenance Of Other Educational Buildings Z1DA Maintenance Of Hospitals And Infirmaries Z1DB Maintenance Of Laboratories And Clinics Z1DZ Maintenance Of Other Hospital Buildings Z1EB Maintenance Of Maintenance Buildings Z1EC Maintenance Of Production Buildings Z1FA Maintenance Of Family Housing Facilities Z1FB Maintenance Of Recreational Buildings Z1FC Maintenance Of Troop Housing Facilities Z1FD Maintenance Of Dining Facilities Z1FE Maintenance Of Religious Facilities Z1FZ Maintenance Of Other Residential Buildings Z1GZ Maintenance Of Other Warehouse Buildings Z1JZ Maintenance Of Miscellaneous Buildings Z1PA Maintenance Of Recreation Facilities (Non-Building) Z1QA Maintenance Of Restoration Of Real Property (Public Or Private) Z200 Repair Or Alteration Of Structures And Facilities Z2AA Repair Or Alteration Of Office Buildings Z2AB Repair Or Alteration Of Conference Space And Facilities Z2AZ Repair Or Alteration Of Other Administrative Facilities And Service Buildings Z2BA Repair Or Alteration Of Air Traffic Control Towers Z2BB Repair Or Alteration Of Air Traffic Control Training Facilities Z2BC Repair Or Alteration Of Radar And Navigational Facilities Repair Or Alteration Of Airport Runways And Taxiways Z2BD Z2BE Repair Or Alteration Of Airport Terminals Z2BF Repair Or Alteration Of Missile System Facilities Z2BG Repair Or Alteration Of Electronic And Communications Facilities Z2BZ Repair Or Alteration Of Other Airfield Structures Z2CA Repair Or Alteration Of Schools **7207** Repair Or Alteration Of Other Educational Buildings Z2DA Repair Or Alteration Of Hospitals And Infirmaries 72DB Repair Or Alteration Of Laboratories And Clinics Z2DZ Repair Or Alteration Of Other Hospital Buildings Repair Or Alteration Of Maintenance Buildings Z2EB Z2EC Repair Or Alteration Of Production Buildings Z2FA Repair Or Alteration Of Family Housing Facilities Z2FB Repair Or Alteration Of Recreational Buildings Z2FC Repair Or Alteration Of Troop Housing Facilities Z2FD Repair Or Alteration Of Dining Facilities Z2FZ Repair Or Alteration Of Other Residential Buildings Z2GZ Repair Or Alteration Of Other Warehouse Buildings Z2JZ Repair Or Alteration Of Miscellaneous Buildings

Repair Or Alteration Of Restoration Of Real Property (Public Or Private)

**Z20A** 

This entity does not appear in the disaster response registry.

Disaster Response



Spectrum Enterprise Contact Information

# Agreement 24-066/DC Spectrum Service Adult Probation

#### **SERVICE ORDER**

THIS SERVICE ORDER ("Service Order"), is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below) and is governed by and subject to the Spectrum Enterprise Commercial Terms of Service posted to the Spectrum Enterprise website, <a href="https://enterprise.spectrum.com/">https://enterprise.spectrum.com/</a> (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a "Service Agreement"). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Contact: Altoria Prince	
Telephone: 409-217-1760	
Email: altoria.prince@charter.com	
Customer Information	
Customer Name	Order #
JEFFERSON COUNTY (HQ)	14344000

Customer Name JEFFERSON COUNTY (HQ)		Order # 14344000
Address 1149 PEARL ST BEAUMONT TX 77701		
Telephone (409) 835-8466		Email: jbranick@co.jefferson.tx.us
Contact Name Jeff Branick	Telephone (409) 835-8466	Email: jbranick@co.jefferson.tx.us
Billing Address 1149 PEARL ST BEAUMONT TX 77701		
Billing Contact Name	Telephone	Email:

NEW AND REVISED SERVICES AT	820 Neches St., Beaun	nont TX 777	01	
Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
1 Static IP	Month to Month	1	\$19.99	\$19.99
Spectrum Business Internet	Month to Month	1	\$64.99	\$64.99
<u>TOTAL*</u>				\$84.98

ONE TIME CHARGE(S) AT 820 Neches St. , I	Beaumont TX 77	701	
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Standard Installation	1	\$99.00	\$99.00
TOTAL*			\$99.00





- 1. TOTAL CHARGE(S). TOTAL MONTHLY RECURRING CHARGES AND TOTAL ONE-TIME CHARGES ARE DUE IN ACCORDANCE WITH THE MONTHLY INVOICE.
- 2. TAXES. PLUS APPLICABLE TAXES, FEES, AND SURCHARGES AS PRESENTED ON THE RESPECTIVE INVOICE(S).
- 3. SPECIAL TERMS.

By signing below, the signatory represents they are duly authorized to execute this Service Order.

CUSTOMER SIGNATURE	
Signature:	
Printed Name: Jeff Branick	
Title: County Judge	
Date: 10 29 12624	



DATE 15/29/2029



"This page intentionally left blank."

## Jefferson County District Clerk's Office

1085 Pearl Street Room 203 Beaumont, TX 77701 409-835-8580 409-835-8527 (Fax)



Family Law Division 409-835-8653

Child Support
P. O. Box 3586
Beaumont, TX 77704
409-835-8425

October 16, 2024

Commissioner Eddie Arnold Jefferson County, Precinct #1 1149 Pearl Street, 4<sup>th</sup> Floor Beaumont, Texas 77701

Commissioner Michael Sinegal Jefferson County, Precinct #3 1149 Pearl Street, 4<sup>th</sup> Floor Beaumont, Texas 77701

Honorable Jeff Branick Jefferson County Judge 1149 Pearl Street, 4<sup>th</sup> Floor Beaumont, Texas 77701 Commissioner Cary Erickson Jefferson County, Precinct #2 1149 Pearl Street, 4<sup>th</sup> Floor Beaumont, Texas 77701

Commissioner Everette "Bo" Alfred Jefferson County, Precinct #4 1149 Pearl Street, 4<sup>th</sup> Floor Beaumont, Texas 77701

Re:

Request for Additional Funds from Contingency for Completion of Family Law Move - **AMENDED** 

#### Gentlemen:

I am writing to request additional funds from Contingency to cover the cost of unforeseen needs that have arisen in order to complete the move of our Family Law Department to the Main Office.

- 1. The amount for data cabling to complete relocation of the PC workstations was underbid last May. I am requesting an additional \$2,000.00 for this item.
- 2. It was unknown until the Kardex rolling file system was removed that there would be a need to replace carpet in the new Family Law area.
- Additionally, when the wall was removed in the former break room (new Public Access area), it was determined that patching or new carpet would be needed for that area, as well.

Page Two

4. The former Public Access area (new break room) is only partially carpeted, and we are requesting completion of that area also.

Please see attached bids from two carpet sources:

- a. Porter's Carpet total \$13,051.92
- b. Floor & Interior Care total \$9,083.38
- 5. The cost to remove, fit and reinstall the glass partitions for the public counter will cost an additional \$1,385.37.

I sincerely appreciate your consideration of this request.

Very truly yours

Jamie Smith District Clerk

JS/jmw Enclosures

cc: Fran Lee (Auditor)

**CARDINAL GLASS** 15 N 11TH ST BEAUMONT, TX 77702-2224

PH:(409) 835-4010 FAX:(409) 835-4143

Federal Tax ID: 7601771979

P/O#:

Taken By: BOB WATTS installer: SelesRep: BS

Cust State Tax ID: Cust Fed Tax ID: Ship Via:

TAX EXEMPT

Quote: Q002088 Date: 10/14/2024 Time: 12:03 PM

Adv. Code: BIII Tó: JEFFERSON COUNTY

Sold To: JEFFERSON COUNTY

JEFFERSON COUNTY 1149 PEARL ST, BEAUMONT, TX 77701

JEFFERSON COUNTY COURTHOUSE 1149 PEARL ST BEAUMONT, TX

(409) 835-8609 Mobile: (409) 748-9638

Qty Part Number 1 CLTMP-3/8"

4 NOTCH 1 4" HOLE FLLABOR

Description
(60" x 42") 3/8" CLEAR TEMPERED
GLASS
NOTCH
4" HOLE
LABOR TO REMOVE EXISTING 3
GLASS PANELS & PARTITION
POSTS, REINSTALL 2 & 1 NEW
GLASS IN NEW LOCATION

ESTIMATE - VALID FOR 30 DAYS

\*\*WE LOOK FORWARD TO DOING BUSINESS WITH YOU\*\*

REUSE EXISTING SPEAKHOLE COVER

Net30

Sub Total:

\$1,385.37

Tax:

\$0.00

Total:

\$1,385.37



P: (409)755-4797 E: sales@fcisetx.com

**A:** 2995 U.S. 69 S., Lumberton, TX 77657

W: floorcareandinterior.com

PROPOSAL SUBMITTED TO			PROPOSAL MADE BY						
Jefferson County Courthouse ADDRESS			Kelly						
ADDRESS  CITY, STATE, ZIP				DATE 1U/ 11/ 2U24					
			JOB LOCATION 2nd Floor County Courthouse						
**************************************	PHONE	**************************************	AHMAH MAKAMAMAMAMAMAMAMAMAMAMAMAMAMAMAMAMAMAM	JOB PHONE	THE RESERVE OF THE PARTY OF THE	nou:		·	
409 748-9				DOB PROME		INSTA	rren		
ROOM	MFR, STYLE, COLOR	CTNS	SF/CTN	WxL.	TOTAL SF	p	RICE/SF	Α	MOUNT
Open	Mohawk Carpet Doctor II - BT 381 cpt tiles	13	*		1298	\$	2,49	\$	3,232.02
	Base Roppe 700 Series-624 Chameleon	1	***************************************			\$	-	\$	125,00
	Remove old cpt, prep floor, furnish glue and install new carpet and base					\$	~	\$	1,700.00
	Shipping					\$	<del></del>	\$	200.00
	Total					\$	*	\$	5,257.02
Public Room	Mohawk Carpet Doctor II - BT 381 cpt tiles	3			288	\$	2.49	\$	717.12
	Base Roppe 700 Series-624 Chameleon	1				\$		\$	125.00
	Remove old carpet, prep floor, furnish glue & Install new carpet and base					ċ		۲.	CCO 00
	Shipping					\$ \$		\$ \$	650.00
	Total					\$		\$	200.00
	***or patch in used carpet as best as possible***					\$		\$	1,692.12 (375.00)
Break Room	Mohawk Carpet Doctor II - BT 381 cpt tiles	6		3 10 3 4 5 4 4 5 4 5 4 4 4 4 4 4	576	\$	2.49		
	Base Roppe 700 Series-624 Chameleon				370	\$	2.43	\$	1,434.24 125.00
	furnish glue and install carpet and base		- Carrier Carr	atraxa que	· · · · · · · · · · · · · · · · · · ·	\$		\$	775.00
······	Shipping		<u> </u>	····		\$		\$	200.00
·	Total			***************************************		\$		\$	2,534.24
IF ALL 3 A	REAS ARE ORDERED AT RTHE SAME TIME TH	ERE WILL	ONLY BE	1 SHIPPING	CHARGE.			7	2,33,17,24
**Prep Fl	oor: Prep is charged by the bag. Included0	bags i	n this quo	te. Any add	litional wil b	e	· · · · · · · · · · · · · · · · · · ·	\$	
	t \$50.00 per bag.**				*****			\$	
FC&I IS	NOT RESPONSIBLE FOR: GAS APPLIAN	CES. PLUI	MBING.	TOTAL N	1ATERIALS	\$		····	5,758.38
	DOORS, GUN SAFES, AQUARIUMS, COMPUTER			SHIPPING \$			200,00		
	GRAND FATHER CLOCKS.	,	(1.0.11.00)	TOTAL LABOR		\$ 3,1		3,125.00	
•				SUB-TOTAL		\$ 9,083		9,083.38	
				T	AX				
THIS BI	D IS GOOD FOR 30 DAYS FROM THE	DATE		<u> </u>	TAL	\$			9,083.38
BELOW	:12/31/24			DEPOSIT (half of total		·····			_
				BALANCE	DUE UPON				
				1	ION OF JOB				
ACCEPTA	NCE:		<del>eniperipa de la minuscria de la constantidad de la constantidad de la constantidad de la constantidad de la cons</del>	COMPLET	ION CERTII	ICA	TION:		4
	cept the proposal outlined above and authorize w	ork to cor	nmence	1	rtify that the a			work	has been
	pt of deposit as specified by Floor Care and Interio				to my satisfac				
	, change orders, or delays may affect initial contra			[					
	ompletion of the project. These will be discussed at the customer also understands that Floor Care & I								
	I media from all projects along with the right to po								
	with an project desiry with the right to pu	un met							

# PORTER'S CARPET 7628 EASTEX FREEWAY BEAUMONT, TX 77708 Telephone: 409-898-8868 Fax: 409-898-3868

Pag	ge
	ES40032

#### QUOTE

05/01/24	- Tele #1	PO Number	- Quote Number ES400321	*
and an analysis of the state of	www.inited			
Demo and d	lapose of existing car	pet in 1 area of District	Clerk office.	
Cut Glue.				
Furnish and :	d install Doctor II co Install Roppe 700 4" w	lor Archology carept tile toe cove base.	where carpet is taken	up.
Complete 5x9	patch of carpet using	owners carpet		
ľ	To taxes included. Exe	mpt.		
		~		
1) No furr	iture moving included			
10/08/24				do does
	·	The state of the s		— 12:10PM —
- 10/08/24		- No Italy A sypholysiski salas s		12:10PM
ales Representative(s) TEPHANIE	;			12;10PM
ales Representative(s) TEPHANIE			_	12;10PM

#### PORTER'S CARPET 7628 EASTEX FREEWAY BEAUMONT, TX 77708 Telephone: 409-898-8858 Fax: 409-898-3868

Page 1 ES400654

QUOTE

JEFFERSON COUNT	Y MAINTENANCE DEPT	DISTRICT CLEI BREAK ROOM	RK	
Quote Date 10/11/24	Tele #1	. PO Number	Quote Numbe ES400654	3
Skim existing		r Archology carept til	le where carpet is taken	up.
	install Roppe 700 4" w to taxes included. Exemp			
1) No fur	niture moving included.			
10/11/24 ————— ales Representative(s) ΓΕΡΗΑΝΙΕ	r			— 9:34AM —
Pricing good for 10 day Predit card payments w	s. /lll incur a service fee of 3%			
		The state of the s	QUOTE TOTAL:	\$3,149.02

## PORTER'S CARPET 7628 EASTEX FREEWAY BEAUMONT, TX 77708 Telephone: 409-898-8858 Fax: 409-898-3868

Page 1

QUOTE

Sold To JEFFERSON COUN	TY MAINTENANCE DEPT	Ship To  DISTRICT CLERK ROOM WHERE CARPET NEEDS PATCH			
Quote Date 10/11/24	. Tele #1	PO Number	Quote Number ES400656		
Cut Glue. Furnish a	dispose of existing carpet in and install Doctor II color Arc install Roppe 700 4" w toe or	chology garant till		up.	
1) No fu	No taxes included. Exempt.				
17 110 200	macore hovery included.	The state of the s			
– 10/11/24 –––––– Sales Representative(: STEPHANIE	s):			9:34AM	
Pricing good for 10 da Credit card payments	ys. will incur a service fee of 3%				
			QUOTE TOTAL:	\$3,314.18	
		**************************************	A STATE OF THE STA	<del>an engago di nganda da d</del>	

Jefferson County Courthouse 1149 Pearl St., 4<sup>th</sup> Floor Beaumont, Texas 77701



Office (409) 835-8442 China (409) 434-5430 eddie.arnold@jeffcotx.us

Eddie Arnold County Commissioner Precinct #1 Road & Bridge

#### MEMORANDUM

TO:

Rebekah Patin and Fran Lee, Auditing

FROM:

Lori Fountain, Pct. #1 Road and Bridge

DATE:

October 23, 2024

RE:

LGC Section 130.908

Please see quotes for additional work to be completed on the Precinct 1 Fuel Island Project. These expenses were unforeseen and were not budgeted.

PumpTex quote # 162871: PV200 display was damaged in storage and needs to be replaced. Amount is \$1,379.29.

PumpTex quote # 166665: Additional labor required for installation of the tank monitoring system and upstart of the entire system. Amount is \$4,474.50.

Total amount to be transferred from 111-0102-431.10-28 to 111-0108-431.60-14 is \$5,853.79.

These items need to be placed on the next agenda.

Thank you,

Lori



715 Chamberlin Drive
Beaumont, Tx 77707
(409) 842 - 9301
TCEQ Contractor ID: CR0000076 www.pumptex.com
Louisiana Contractor # 76068
TCEQ A/B License # US0002135
LDEQ IRC License # 94763
Jay Ruth jruth@pumptex.com 409-658-1858
Quote Date: 9/25/24 Quote # 162871

Customer: Jefferson County Precinct 1

Attn: Commissioner Arnold

20205 W. Hwy 90 China, TX 77613

Bill To: Jefferson County Auditor's Office

Attn: Deborah

1001 Pearl St, 3<sup>rd</sup> Floor Beaumont, TX 77701

**Problem discovered:** Powered up PV200 system on 10/22/2024 and display will not show text + has vertical lines going through it reset connection on main board did not resolve. Display will need to be replaced.

#### Scope of Work

Furnish and install (1) new OPW PV200 Main Display + test for proper operation

\$1,379.29

#### TERMS/EXCLUSIONS

- NET 15 days upon completion or billing account established terms
- Customer to be notified if additional repairs are needed once new display is installed
- QUOTE VALID FOR 30 DAYS

ACCEPTED: DATE:
-----------------



#### Job Quote

#### 1 PumpTex Inc SE Texas

Number:

166665

PO Box 22936

Beaumont, TX 77720

**Quote Date:** 

10/23/2024

(409) 842-9301

(409) 842-9908 (fax)

BIII to:

Jefferson County Auditors Office

Attn: Deborah

1001 Pearl St, 3rd Floor Beaumont, TX 77701 Service at:

Jefferson County Precinct 1 Road/Bridge

20205 W. Hwy 90 China, TX 77613

Customer ID:

5796

Description:

Quote for Ilcensed electricians specializing in fuel systems to complete work necessary to startup tank

monitor system + install customer provided ground rod on tank,

Items		Unit	Unit Price	Total Price
Licensed Electrician w/Journeyman specializing in Fueling	1.00		\$4,474.50	\$4,474.50
Systems				

#### SCOPE of WORK

(2) Licensed Electricians Specializing in Fueling Systems

#### INSIDE BUILDING

- \* Arrive onsite check in with site personal
- \* Mount OMNTEC tank monitor console on plywood wall
- \* Pull PumpTex furnished probe and sensor cable to tank pad
- \* Complete conduit circuit from stubbed up location in shop to console
- \* Furnish and install a ground rod for the tank monitor console(requires two grounds)
- \* Pick up existing 110 volt circuit and bring to console + terminate

#### TANK PAD

- \* Install customer furnished ground rod and copper line at tank drill hole and mount lug to tank saddle
- \* Mount Unistrut to support stubbed up PVC and transition to rigid thread able conduit
- \* Run conduit to each probe and sensor + assist PumpTex with termination
- \* Be onsite to verify Probes/Sensors read

The goal is to use as much material already onsite.

Quote Subtotal: \$4,474.50

Estimated Tax: \$0.00

Quote Amount: \$4,474.50

Additional Details:

#### 1 PumpTex Inc SE Texas

Number:

166665

PO Box 22936

Beaumont, TX 77720

Quote Date:

10/23/2024

(409) 842-9301

(409) 842-9908 (fax)

Bill to:

Jefferson County Auditors Office

Attn: Deborah

1001 Pearl St, 3rd Floor Beaumont, TX 77701 Service at:

Jefferson County Precinct 1 Road/Bridge

20205 W. Hwy 90

China, TX 77613

**Customer ID:** 

5796

Description:

Quote for licensed electricians specializing in fuel systems to complete work necessary to startup tank

monitor system + install customer provided ground rod on tank.

Items

Quantity Unit

Unit Price

Total Price

TERMS/EXCLUSIONS

\* NET Due in accordance to current billing terms with customer

- \* This quote is valid for 30 day's
- \* This quote is for a daytime normal business hours installation
- \* Any parts/services/equipment requested beyond this scope will require written customer approval
- \* \* \* Confidential Document \* \* \*

The information provided herein is considered confidential between PumpTex Inc and the recipient. Under no circumstances should this information be shared in whole or in part with any third parties without the express written consent of PumpTex Inc

Authorized Signature



# Project 10/22/24, 10:53 AM

Jefferson county Pct 1 China Tx

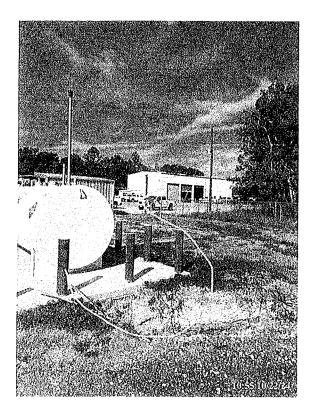
Tuesday, October 22, 2024

Prepared For PumpTex

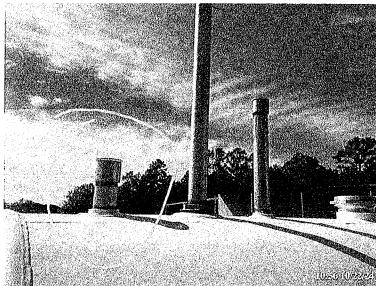
16 Issues Identified

Jay Ruth jruth@pumptex.com

PumpTex Inc



Roughly 275' Run
Assigned To
Comments



Interstitial Sensor
Assigned To
Comments

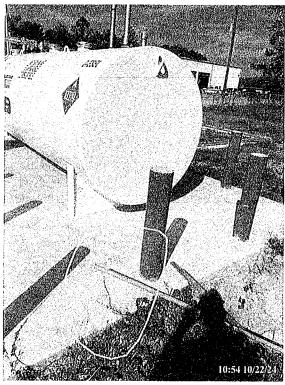


Issue

#### Tank

Assigned To

Comments



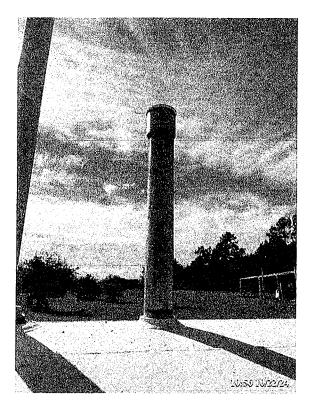
Issue

#### Conduit With Pull String

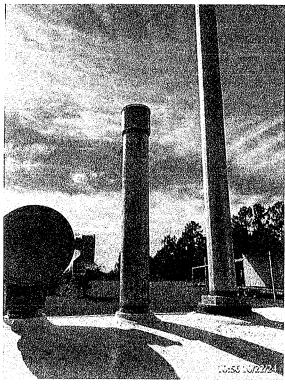
Assigned To

Comments

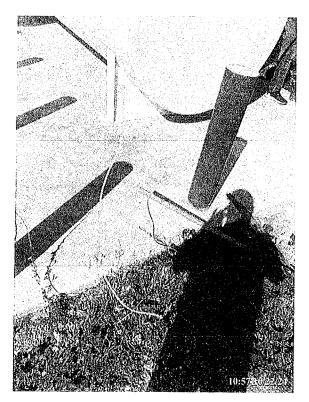
Will need to pull PumpTex furnished Omntec probe cables, and sensor cable



Issue
Diesel Probe
Assigned To
Comments



Issue
Gasoline Probe
Assigned To
Comments

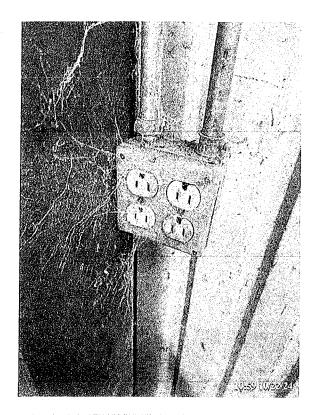


Tank Needs Ground Rod Installed
Assigned To
Comments



Tank Monitor Location
Assigned To
Comments

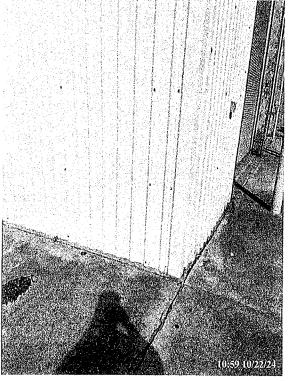
Will need to mount the Tank Monitor console here



Issue

Convert This To Power Tank Monitor
Assigned to

Comments



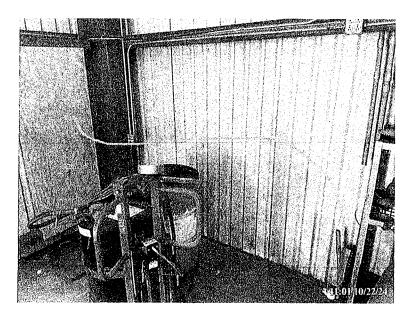
Issue

Ground Rod For Tank Monitor

Assigned To

Comments

The tank monitor requires two grounds. There will be a ground already present in the 110 V circuit however an additional ground will be required. It may be cheaper to put a ground rod in versus running a ground back to the breaker panel.



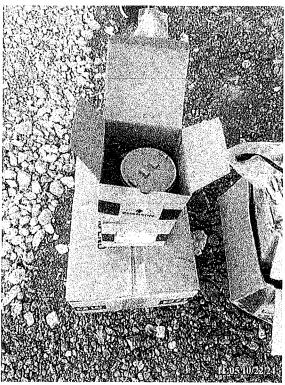
Issue

Conduit From Tank Pad

Assigned To

Comments

We will need to extend this conduit over to the Tank Monitor for the probes and sensor



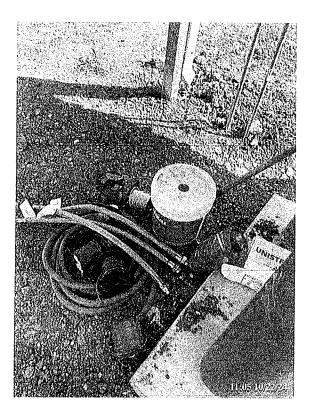
issue

Issue 12

Assigned To

Comments

7 explosion proof jbox 3/4" 3 way Available for use



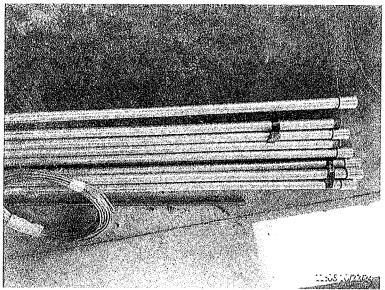
Issue

Issue 13

Assigned To

Comments

Left over spools of wire available to use



Issue

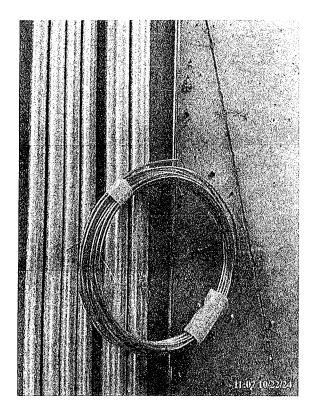
Issue 14

Assigned To

Comments

3/4" rigid

Left over for our use



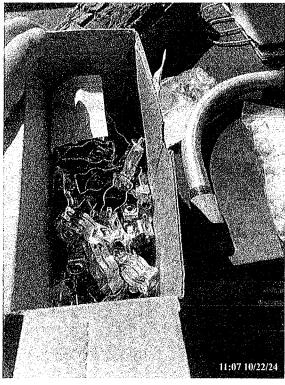
Issue

Copper Ground Rod And Cable

Assigned To

Comments

For the tank we still need an additional one for the second ground at Tank Monitor



Issue

Issue 16

Assigned To

Comments

Left over material we can use

American Land Title Association

ALTA Settlement Statement - Combined Adopted 05-01-2015

File No./Escrow No.: 2384206

Print Date & Time:

10/21/2024 2:11:33 PM

Officer/Escrow Officer: Janna Henry

**Stewart Title Company** 3050 North Dowlen Road Suite G Beaumont, TX 77706 (409) 866-8880

Property Address:

570 BASS ROAD

BEAUMONT, TX 77705 (JEFFERSON) (029300-000-002700-00000)

Borrower:

JEFFERSON COUNTY

P O Box 4025

Beaumont, TX 77704

Seller:

PEGGY MCCLENDON 11015 Arbor Wood Beaumont, TX 77713

Lender:

Settlement Date:

10/31/2024

Disbursement Date:

Seller		Description	Borrower		
Debit	Credit		Debit	Credit	
		Deposits, Credits, Debits			
	\$136,800.00	Sale Price of Property	\$136,800.00		
		Prorations			
	\$52.12	County Taxes 10/31/2024 to 1/1/2025 @ \$307.68/Year	\$52.12		
		Title Charges			
		Title - Lender's Title Insurance to Stewart Title Company			
		Title - Owner's Title Insurance to Stewart Title Company	\$1,026.00		
\$125.00		Title - Attorney's fees to Germer, PLLC			
\$375.00		Title - Settlement or closing fee to Stewart Title Company	\$375.00		
\$54.13		Title - Tax Certificate Fee to Stewart Title Company			
		Title - TX Policy Guaranty Fee to Texas Title Policy Guaranty Fee - STC	\$2.00		
		Government Recording and Transfer Charges		J	
		Recording fees: Deed to County Recorder \$66.00	\$66.00		
		Additional Settlement Charges			
\$3,725.46		Property Tax Due to Jefferson County Tax Assessor Collector			
Sel	ller		Borre	ower	
Debit	Credit		Debit	Credit	
\$4,279.59	\$136,852.12	Subtotals	\$138,321.12	\$0.00	
		Due From Borrower		\$138,321.12	
\$132,572.53		Due To Seller			
\$136,852.12	\$136,852.12	Totals	\$138,321.12	\$138,321.12	

SUBSTITUTE FORM 1099 SELLER STATEMENT: The Information contained herein is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this Item is required to be reported and the IRS determines that it has not been reported.

SELLER INSTRUCTIONS: If this real estate was your principal residence, file form 2119, Sale or Exchange of Principal Residence, for any gain, with your incorne tax return; for other transactions, complete the applicable pasts of form 4797, Form 6252 and/or Schedule D (Form 1040). This transaction does not need to be report on Form 1099-S if you sign a certification containing assurances that any capital gain from this transaction will be exempt from tax under new IRS Code Section 121. You are required by law to provide the Settlement Agent with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law

Acknowledgement					
We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Stewart Title Company to cause the funds to be disbursed in accordance with this statement.					
BORROWER(S)	SELLER(S)				
Jefferson County					
Ву:	PEGGY MCCLENDON				
SETTLEMENT COORDINATOR					
Janna Henry					

## PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC) ONE TO FOUR FAMILY RESIDENTIAL CONTRACT (RESALE)

11-07-2022



NOTICE: Not For Use For Condominium Transactions

1.	P	ARTIES: The parties to this contract are  Jason Champagne, Brandy Champagne  Seller) and  Jefferson County  (Buyer). eller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined
	()	Seller) and Jefferson County (Buyer).
2.		ROPERTY: The land, improvements and accessories are collectively referred to as the roperty (Property).
	Α	LAND: Lot 60.610 Block Sec 2 amended Grand Oaks Estates Addition, City of Beaumont County of Jefferson Texas, known as 10015 Jason Court 77705 (address/zip code), or as described on attached exhibit
		Addition, City of Beaumont , County of Jefferson
		Texas, known as 10015 Jason Court 77705
	B	(address/zip code), or as described on attached exhibit.
	ψ,	IMPROVEMENTS: The house, garage and all other fixtures and improvements attached to the
		above-described real property, including without limitation, the following permanently installed and built-in items, if any: all equipment and appliances, valances, screens, shutters awaited well constituted.
		windered available, wall-to-wall carried in the collection and the same transfer to the collection of
		differences, include and brackets for televisions and speakers heating and pleanadthantal main
		The state of the second bullets with the second sec
		TOTAL STATE OF THE PROPERTY OF
		described real property.
	C,	ACCESSORIES: The following described related accessories if any window at a second
		willing wilder moreover everything that and most minder window chadae weeks and and
		dudi keys, mailbox keys, above ground hool swimming hool equipment and maintenance
		QUUDGOUTICS, difficial lifebiace incs security systems that are not futured and actions
		garage doors, (ii) entry gates, and (iii) other improvements and accessories, "Controls" includes Seller's transferable rights to the (i) software and applications used to access and control
		improvements or accessories, and (ii) hardware used solely to control improvements or
	_	docessories,
	D.	EXCLUSIONS: The following improvements and accessories will be retained by Seller and
		must be removed prior to delivery of possession:
	E.	RESERVATIONS: Any reservation for oil gas or other minerals water timber or oil
		interests is made in accordance with an attached addendum.
3.		LES PRICE:
	A.	Cash portion of Sales Price payable by Buyer at closing
		and both policin of the pages fille gues not incline proceeds from horrowing of any
	В.	kind or selling other real property except as disclosed in this contract, Sum of all financing described in the attached: Third Party Financing Addendum,
	_,	Loan Assumption Addendum, Seller Financing Addendum
	C,	Sulfr of air infariting described in the attached: ☐ Third Party Financing Addendum, ☐ Loan Assumption Addendum, ☐ Seller Financing Addendum
1.	LE	ADES: EXCEPT AS disclosed in this contract Seller is not aware of any losses attacked the
	1.10	perty, And the Ellective Date. Seller may not without Buyare written connect assets a
	100	se, amend any existing lease, or convey any interest in the Property. (Check all applicable
		RESIDENTIAL LEASES: The Property is subject to one or more residential leases and the
		A second of the second is the second in the second is all second to this could be
	В.	FIXTURE LEASES: Fixtures on the Property are subject to one or more fixture leases (for
		example, solar panels, propane tanks, water softener, security system) and the Addendum
П	C.	nogarding fixture leases is attached to this contract.
II		NATURAL RESOURCE LEASES: "Natural Resource Lease" means an existing oil and gas, mineral, water, wind, or other natural resource lease affecting the Property to which Seller is a
		party,
	Ц	(1) Seller has delivered to Buyer a copy of all the Natural Resource Leases.
	Ц	(2) Seller has not delivered to Buyer a copy of all the Natural Resource League Seller shall
		provide to buyer a copy or all the Natural Resource Leases within 3 days after the Effective
		Date, Buyer may terminate the contract within <u>NA</u> days after the date the Buyer receives all the Natural Resource Leases and the earnest money shall be refunded to
		Buyer.
		2

TXR-1601

Initialed for Identification by Buyer

and Seller JC HC

TREC NO. 20-17

C	ontrac	t Concerning	1001 <u>5</u> J	ason Court, Beaum	ont, Tx 77705	Pag	je 2 of 11 11-07-2022
5.			AND TERMINATIO	fr in a cop of 1 tobol	y)		·
	A.	DELIVERY OF	EARNEST MONE	Y AND OPTION	FEE: Within 3	days after the Eff	ective Date, Buyer
		must deliver to	77706		(Es	crow Agent) at	3050 Dowlen Rd.
		as the Option	Fee. The earnest	(address	): \$ <u>NA</u>	DO DOMONA PANEN	the of Chick
		WITH LIME DO DON	и осранають на глин	иневия яклара в	OV/mont		to Escrow Agent
		(1) Buyer shall	l deliver additional	earnest money or	S NA	to Es	scrow Agent within
		TWILD OUT OF	Carman, Callany	, or recal norda	V. The time to	deliver the same	al earnest money est money, Option
		1 000, 01 1110	o accumental carries	a uichev as ani	olicable, is exte	nded until the end	of the next day
		nigija nolig	Saturday, Sunday, nt(s) Escrow Age	or legal nougay			•
		WANGII I OO:	aren to the eathern	THURSEY SOO TOED	IO THE ORIGINAL	ACTEMINATE MANAGEMENT	
		(4) buyer auth	Orizes Escrow Ani	ent to release a	nd deliver tha	Ontion For to 0	eller at any time
		Tribique luit	ther notice to or the Option Fee t	consent from Bi	ver and relead	SOS FORMAN ANAM	f from finhility s.
		Glooning.					
	В.	and Buyers an	OPTION: For no	minal considera	ion, the recei	pt of which Sell	er acknowledges,
		ameanicied Ha	reement to pay the to the Ferningte	inis contract by	Childre notice	y int townships	L Profit
		FULL MEDIE OF	no chechie	UMIE DI TOIS	CONTRACT (CAN	tion Dovidal) No.	Marana and Aller 1997
		Perentable illiase	t be given by 5:0 yer gives notice of	w nan nocas n	Mid Whara tha	December to land	Annually Land Comment of the
		THE DE TOTALISE	and regulary wide	nii shan release	any Onton Fe	prescribea: (1) the e remaining with	Escrow Agent to
	r.	Colles alla ult al	iv earnesi monev wi	II DA PATIINGAN IA 🕨	INIOP		
	٧.	Axecust 2110 BILL	IMELY DELIVER required, Seller	may terminate t	ois contract or	DVAtrica Callaria	romandina
	-	ratagraph 10, U	- DOM: OV Drevidina r	lotice to Buller bei	nto Ruyer delive	ero tha annual man	and
	υ.	LABOUR TO H	MELY DELIVER C	PHON FEE: If r	io dollar amour	it le etated ac the	Ontion Can we to
		minosincied fight	deliver the Opti to terminate this co	ntract under this b	aragraph 5		•
	ta.	TIME: Time is	of the essence	for this paragi	aph and stric	t compliance wi	th the time for
6.	TITE	performance is E POLICY AND	equirea. SURVEY:				
	Α.	TITLE POLICY:	Seller shall furnish	to Buyer at	Seller's X Bu	ver's expense an	owner noliny of
		title insurance (T	itle Policy) issued I of the Sales Price,	ру	Stewart		(Title Company)
		provisions of th	ine Sales Price, ie Title Policy, st	dated at or att	er closing, inst	ıring Buyer agains	t loss under the
		and zoning ordina	ances) and the follow	Ving exceptions:		**	
		(1) Restrictive co	ovenants common to	the platted subdi	vision in which ti	ne Property is locate	ed.
		(3) Lights created	printed exception for the finance of	cina described to	Paragraph 3		
		(4) Utility easer	nents created by	the dedication	deed or plat	of the subdivision	in which the
		Property is to	cated. or exceptions of				
		Duyer at William	ng.			ract or as may	ne approved by
		(6) The standard (7) The standard	printed exception a	s to marital rights.	and Marian P		
		mangia.	rd printed except				
		(8) The standar	d printed exceptio	n as to discrep	ancies, conflicts	, shortages in a	rea or boundary
	ī	ines, encroad	chments or protrusic nended or deleted fi	ins, or overlapping	improvements:	_	
		X (ii) will be amen	ided to read, "shorts	on the title policy ides in area" at the	;or expense of w	Buyer   Sollar	
		(9) The except	lon or exclusion	regarding mine	rals approved	by the Texas	Department of
		msurance.					
	÷	anan junian lo	Within 20 days a Buyer a commitm	lent for title ins	urance (Comm	itment) and at E	Zinzaria augamen
	1	egible copies of	r restrictive cover:	ants and docum	ents evidencin	a evcontione in	the Commitment
	1	excabilou nocci	ments) omer mar	i ine standard	brinted excent	lions Seller outh	orizon tha Title
	- 5	siown in ratag	liver the Commitr	Commitment ar	d Exception I	Darumente era r	int dallywood to
	L	anhai minint file	specified liffle, i	ne time for de	iverv will be	automatically exte	inded un to 15
	٠,	iayo ur o uays	before the Closin not delivered with	d Date, whichev	er is earlier l	f the Commitmen	t and Example.
	t	he earnest money	will be refunded to	River	lanea, puyer	may terminate th	is contract and

Contrac	t Co	ncerning_	10015 Jason Court, Beaumont, Tx 77705 Page 3 of 11 11-07-2022
0.	T	tle Coma	The survey must be made by a registered professional land surveyor acceptable to the any and Buyer's lender(s). (Check one box only)
		Within	NA days after the Effective Date of this partners only
			" "" WARRING DUIVEY OF MINISTER WITHIN THE FINE THE THE HEAD IN
			a new survey at Seller's expense no later than 3 days prior to Closing Date. existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), shall obtain a new survey at Seller's Ender(s),
			whom obtain a new survey at   Dellets   Ibuver's expense no later than 2 days when
X	(2)		A warran
EN	()	at Buy	35 days after the Effective Date of this contract, Buyer shall obtain a new survey ver's expense. Buyer is deemed to receive the survey on the date of actual receipt or
		u io uau	o spouliou III ulia dalagraph, whichavar is parliar
	(3)	Within	NA days after the Effective Date of this contract Selfer at Selfer at Selfer
D.		. 5001 131035 [	a now suives to phase.
			NS: Buyer may object in writing to defects, exceptions, or encumbrances to title: on the survey other than items 6A(1) through (7) above; disclosed in the
			t other than items 6A(1) through (9) above; or which prohibit the following use or
	Co	mmitmen	object the earlier of (i) the Closing Date or (ii) 7 days after Buyer receives the t. Exception Documents, and the survey. Buyer's failure to object within the time
	*****	year	N MYNGHILLO D WOIVEL DE MINUES HOUT TO ANAAN ANAAN INA LEGISLA
		noguno t	Y OF THE CONTINUED ARE NOT WAIVED BY REVER Droubled Catter !
	.,	MI. CHILL	VANCOUG CONGLOSION COM 2007 HUMAN ANDORRANG AT DISSUE OF AND ALLES
	ext	ended a	days after Seller receives the objections (Cure Period) and the Closing Date will be necessary. If objections are not cured within the Cure Period, Buyer may, by
	uçı	ivoi ii ig	iouse to seller within a days after the end of the Cure Deriod, the familiary
	W	niani an	id the earnest money will be refunded to Ruyar or 70 waite the attack in
	wu	voi ucea	not terminate within the time rectified Bliver shall be deemed to have well-at the
	403	MAIDA" F	If the Commitment or survey is revised or any new Exception Document(s) is Buyer may object to any new matter revealed in the revised Commitment or survey
	V)	HEAA IT	ACCOUNT DOCUMENUS) WITHIN THE SAME TIME stated in this paragraph to the
	COD.	ections vered to I	positions with the revised Commitment Stroom or Evocation Describents
E,	TÍT	LE NOTIC	SES:
	(1)	ABSTR/	ACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the
			examined by an attorney of Buyer's selection, or Buyer should be furnished with or a Title Policy. If a Title Policy is furnished, the Commitment should be promptly
		I MAINTAINC	by an attorney of Buyer's choice due to the time limitations on Buyer's right to
	(2)	ODIGOL.	
	\ <del>~</del> /	A HIGHE	RSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property is is not subject datory membership in a property owners association(s). If the Property is subject to
		SYIVIA	Texas Property Code, that, as a purchaser of property in the residential community in Paragraph 2A in which the Property is located, you are obligated to be a
		monnoa	ULBUG DICHELLY DWITERS ASSUDIATION OF MOOFBOTHA ASSUMBANTS WALLS IN IT.
		OCCUDANT	cy of the Property and all dedicatory instruments governing the establishment, ance, or operation of this residential community have been or will be recorded in
		the Rea	Il Property Records of the country in which the Property is legeted Control in
		1 contour	o coveriants and dedicatory instriments may be obtained from the agent, and
		amount	of the assessments is subject to change Your follows to see the
		<u>69969911</u>	icitio could result in enforcement of the accordation's lian an and at-
		TOTECTO'S	ure of the Property.  207.003, Property Code, entitles an owner to receive copies of any document that
		8010110	The Pelaphethicul, Indintendince, or operation of a chedivición individua but but
		in unitari	W. ISSUICUCITS, DVIBWS, FILIES AND FEBRUATIONS and a recola partitionts from
		иникай и	owners' association. A resale certificate contains information including, but not o, statements specifying the amount and frequency of regular assessments and the
		SIND OIL	u usuge hulling of lawsuits to which the property owners accomples to a made
		OTHER STREET	an lawania raiding to allogic ac valorem tayes of an individual mambas of the
			on. These documents must be made available to you by the property owners' on or the association's agent on your request. If Buyer is concerned about
		HICAG	moutio, uit inco didminated addendim for Dranach, cultical i
(	3)	STATUTO	ry Membership in a Property Owners Association(s) should be used.  ORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily district providing water solver decisions.
.,			
		Ongbigi	40, 10xds Water Code, requires Seller to deliver and Ruyor to also the statutum
		110000000000000000000000000000000000000	plating to the tax rate, bonded indebtedness, or standby fee of the district prior to ution of this contract.

								3
(	Contract Con-	cerning	1001	5 Jason Court, Bea	umont, Tx 77705		Page 4 of 11	11-07-2023
]	(4)	TIDE W	ATERS: If the I	Address o (Address o Property abute	ممناهما بالمامال	فقال داد فيرين المصلح		
	, ,	Texas N	latural Resources	Code, requires	a notice regar	ceo waters of dino coastal	ine state, area properi	§33,135
		required t	by the parties must	ha Head	containing the	nouce promu	igated by	TREC o
	(5)	ANNEXA:	TION: If the Pro	nerty is located	autolda the limi			
		annexatio	n by the mur	nicipality Fach	municipality ma	ay now or	ater be su	ibject to
		extraterrit	orial lurisdiction.	contact all mur				
	(6)	Property f	or further information	on.	OFFINAR IN THE	ar are gene	iai bioxiitiit)	y or the
			TY LOCATED IN A equired by §13.25 about to purcha					
		certificate	d area. If voir n	ronerty is locate	water or sewer	service to the	e properties	In the
		water or	sewer service to	Vour property V	OU are advised t	mei jacinues i	ecessary to	provide
		~~; ********	e erea ena cum	CRUE THE HUMBER WA	KIVICE DEOVIDER to	CONTRIPONING AND		
	,	to vour	properly. The	ndersigned Buy	unar is required	to provide wa	ter or sewe	r service
							of the real	property
	(7)	PUBLIC I	MPROVEMENT D	STRICTS: If the	Property is in a	eny.	ining a said - Al-Lat-	
			e Buyer written the required notice			, Property C	ode. An ac	ddendum
	(8)	TRANSFE	R FEES: If the	Property is su	to this contract.	to transfor for	. aslalimināt	25.00*
			ovav, requirça o	CHOLLO HOURY IN	IVEC AS TOROWS'	IND DOUGLA to	ansfer fee o	bligation
	(2)	LUCKNE	verned by Chapter GAS SYSTEM S real owned by a	SHRVICH AREA	If the Property k	a di bostonal e	nionana dos	evelom
			ed by §141.010, or required by the p					
	((UT)) 1	NOTICE ( water inc	OF WATER LEV	EL FLUCTUATION	DNS: If the Pro	perty adjoins	an impound	ment of
		~~~, UK	i iida a biurane	Gertlering (at Si	IMPORT THE MENTS	toot at the in-	compare the office as a still	
	,	ANAL MILLIM	level, Seller here the Property fluci recising its right	KIN TRAININGS INDIVE	או אמיפעאו הם וחם יאנ	atal at the ima-		
		certainy GA	rotoround tree tiditif	to use the wa	ter stored in the	ing as a rest Impoundment	in on (1) a	in entity Sught or
	ı	nood obilat	NOTICES: The					-
	` (	(for examp	le, MUD, WCID, P	ID notices): Drain	nave been give	n or are anac Noe	ned to this	contract
7.	PROPER	TY CONDI	TION:					
	to th	ESS, INSI ne Proper	PECTIONS AND ty at reasonable	UTILITIES: Selle	er shall permit E	Bronotty (san	er's agents	access
	ociac	ran na 🗗	uyer and license	a by IREC or	Otherwise nermit	ted by law to	maka inar	andlana
	mily	nyurostani	o tesung must	be separately a	uthorized by Se	ller in writing	Saller of	Callaria
	exhei	use snaii	immediately cau ne this contract is in	se existing utilit	es to be turned	on and sha	ll keep the	utilities
	B. SELL	ER'S DISC	LOSURE NOTICE	PURSHANT TO	S5 OOR TEYAS DE	ADEDTY PAN	± /kladiaa\.	
	(Cued	ck one box	oniy)		201000 LEXALOT L	OFFICE CODE	= (Ivonce);	
	(1) B	Buyer has r	eceived the Notice					
	(2) E	outract S	not received the	Notice. Within	NA day	ys after the Et	fective Date	of this
	B	Buyer may	Seller shall delive terminate this o	ontract at any	time prior to the	er does not	receive the	Notice,
	.,\\\	Am De tet	unded to Buyer.	if Seller delive	rs the Notice. B	liver may terr	ninate this	contract
	10	or any re	eason within /	days after Buv	er receives the	Notice or pri	or to the	closing,
	VV	Muche AGE H	rst occurs, and the s not required to ful	earnest money w	ll be refunded to R	uver		
	U. SELLI	ER'S DISC	CLOSURE OF LE	AD-BASED PAIN	T AND LEAD-BA	SED PAINT H	AZARDS is a	Portune
	Dy rec	cerai iaw to	or a residential dwe	illing constructed i	prior to 1978			*****
	D. ACCE	anv and	OF PROPERTY	CONDITION: "A	s Is" means the	present condit	ion of the F	roperty
	warrai	nties in t	all defects and his contract, Buy	i williout Warra /er's agreement	to accept for	tne warranties	of title a	nd the
	$i\nu(i)$	OL (Z) 0	ioes not preciuge	Buver from in	specting the Pro	nerty under D	branconh 76	. Juniar
	negou	ашу тер	ians or treatme	ents in a sub	sequent amenda	nent, or from	ı terminatin	g this
	contra	ict auring th	ne Option Period, if	any.				-

	Contra	Concerning 10015 Jason Court, Beaumont, Tx 77705 Page 5 of 11 11-07-2022
		(Check one box only)
		(1) Buyer accepts the Property As Is
		(2) Buyer accepts the Property As is provided Saller at Salled
		following specific repairs and treatments: NA
		(Do not insert general phrases, such as "subject to inspections" that do not identify specific
	E.	
	<u></u> ,	LENDER REQUIRED REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, neither
		destroying insects. If the parties do not agree to pay for the lender required repairs or treatments, this contract will terminate and the earnest money will be refunded to Buyer. If
	_	
	F.	WOWITETION OF REPAIRS AND TREATMENTS Holoso otheridan and the second of
		TTURNY OF MANYON TORRID CHU BERHIERBS DIDE TO TOO CHOOPA DATA AND AND AND AND AND AND AND AND AND AN
		provide such repairs of treatments or if no license by persons who are licensed to
		fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days if necessary for Seller to complete the repairs and treatments.
	_	
	G.	ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including ashestos and wastes or other condensated by the
		or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the
	1	
	Н.	RESIDENTIAL SERVICE CONTRACTS: Buyer may purchase a residential service contract from a
		righted of accommodator modified by the least lighted by the continue and beautiful in
		Buyer purchases a residential service contract, Seller shall reimburse Buyer at closing for the
		ADAL ALL MALL AGING TO MICE COLLING IN SHI SIMPLING DATE AND MA
		should review any residential service contract for the scope of coverage, exclusions and imitations. The purchase of a residential service contract is optional. Similar coverage
		may be pulchased from Various companies authorized to do husingse in Tayre
8.	BR	vers and sales agen 12:
	Α.	BROKER OR SALES AGENT DISCLOSURE: Texas law requires a real estate broker or sales
		"Sym who is a party who distributed of action on hangit of a chouse herent while business."
		FIRM III WIRUH RIC DICKEL OF SAIRS AGANT OWNE MORA than 100/ or a torred to
		proker or sales agent acts as a trustee or of which the broker or sales agent or the broker or sales agent or the broker or sales agent's spouse, parent or child is a beneficiary, to notify the other party in writing
		pefore entering into a contract of sale. Disclose if applicable: NA
	ni	
	D,	ROKERS' FEES: All obligations of the parties for payment of brokers' fees are contained in separate written agreements.
Э,		SING:
	A,	The closing of the sale will be on or before November 29 , 2024 , or within 7 days
		oldsing bate). It either party talls to close the sale by the Closing Date the populofoulting
	В.	any may exercise the remedies contained in Paragraph 15.
		t closing:  1) Seller shall execute and dollars a managed discount of the control
		1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish
		tax statements or certificates showing no delinquent taxes on the Property.
		2) Buyer shall pay the Sales Price in good funds acceptable to the Escrow Agent
		b) Seiler and Buyer shall execute and deliver any notices statements certificates officially
		releases, loan documents, transfer of any warranties, and other documents reasonably
		regular for the closing of the sale and the issuance of the Title Policy
		1) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless against the Property which will
		not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.
		) Private transfer fees (as defined by Chapter 5, Subchapter G of the Toxas Proporty Code)
		will be the obligation of Seller unless provided otherwise in this contract Transfer for
		assessed by a property owners' association are novemed by the Addendum for present.
		Subject to Mandatory Membership in a Property Owners Association.

<del></del>			38
Con	tract Concerning 10015	Jason Court, Beaumont, Tx 77705 (Address of Property)	Page 6 of 11 11-07-2022
10.	POSSESSION:	(Fidulosa of Flobelty)	
	the parties. Any possession by authorized by a written lease parties. Consult your insurar because insurance coverage lease or appropriate insurance of B. SMART DEVICES: "Smart Devices, monitoring, and mind Realty Items Addendum; or (iii) delivers possession of the Property (1) deliver to Buyer written in and applications Buyer will Devices; and (2) terminate and remove all	and lear excepted: X upon a form promulgated by TREC or Buyer prior to closing or by will establish a tenancy at some agent prior to change may be limited or terminate overage may expose the parties trice" means a device that collanagement of: (i) the Property; Items in a Fixture Lease assign to Buyer, Seller shall: Information containing all access in a connections to the	closing and fundingaccording or other written lease required by Seller after closing which is not ufferance relationship between the of ownership and possession ted. The absence of a written to economic loss.  nnects to the internet to enable; (ii) Items identified in any Nongned to Buyer. At the time Seller is codes, usernames, passwords, manage, and control the Smart
	from any of Seller's personal de	evices including but not limited to ph	nones and computers.
; ; ; ;	SPECIAL PROVISIONS: (This para tems. An informational item is a sactual information, or provides instrument provides instrument of the provided in the party to this contract or a party to the Jefferson County Buy Out Prog	statement that completes a bla tructions. Real estate brokers add to, delete, or modify any arty's attorney.) 1. Seller acknowle ram.	ank in a contract form, discloses and sales agents are prohibited
•	escrow fee; and other expe  (b) Seller shall also pay an am following order: Buyer's Texas Veterans Land B Buyer's Expenses as allowe  (2) Expenses payable by Buye origination charges; credit r from date of disbursement recording fees; copies of e required by lender; loan-rel of escrow fee; all prepaic insurance, reserve deposits assessments; final complianc wire transfer fee; expenses (PMI), VA Loan Funding Fee, lender; and other expenses paya  If any expense exceeds an ampaid by a party, that party may such excess, Buyer may not pa	d at or prior to closing: eller's Expenses): is, including prepayment penaltie ix statements or certificates; pursues payable by Seller under this count not to exceed \$ NA  Expenses which Buyer is prohour or other governmental load by the lender.  Expenses: Expenses): Appraise eports; preparation of loan do to one month prior to datasements and restrictions; loan ated inspection fees; photos; if items, including required profor insurance, ad valorem to inspect to any loan; Private, or FHA Mortgage Insurance Plable by Buyer under this contract, outless avec charges and fees expressively.	to be applied in the nibited from paying by FHA, VA, an programs, and then to other sal fees; loan application fees; becuments; interest on the notes ates of first monthly payments; in title policy with endorsements amortization schedules; one-half remiums for flood and hazard taxes and special governmental pair inspection; underwriting fee; the Mortgage Insurance Premium Premium (MIP) as required by the contract for such expense to be some other party agrees to pay
Ji	Veterans Land Board or other govern RORATIONS: Taxes for the curres, assessments, and dues (Include taken to the calculated taken to the current year's taxes. If taxes for the cur	ent year, interest, rents, and ing prepaid items) will be pro dng into consideration any chang	erated through the Closing Date.

after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money

14. CASUALTY LOSS: If any part of the Property is damaged or destroyed by fire or other casualty

adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to

closing, Buyer shall pay taxes for the current year.

Contract Concerning

10015 Jason Court, Beaumont, Tx 77705

Page 7 of 11 11-07-2022

(Address of Property)

will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

- 15. DEFAULT: If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller falls to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.
- 16. MEDIATION: It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

17. ATTORNEY'S FEES: A Buyer, Seller, Listing Broker, Other Broker, or Escrow Agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

18. ESCROW:

A. ESCROW: The Escrow Agent is not (I) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (II) Ilable for Interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as Escrow Agent. Escrow Agent may require any disbursement made in connection with this contract to be conditioned on Escrow Agent's collection of good funds acceptable to Escrow Agent.

B. EXPENSES: At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, Escrow Agent may: (i) require a written release of liability of the Escrow Agent from all parties before releasing any earnest money; and (ii) require payment of unpaid expenses incurred on behalf of a party. Escrow Agent may deduct authorized expenses from the earnest money payable to a party. "Authorized expenses" means expenses incurred by Escrow Agent on behalf of the party

entitled to the earnest money that were authorized by this contract or that party.

C. DEMAND: Upon termination of this contract, either party or the Escrow Agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the Escrow Agent. If either party fails to execute the release, either party may make a written demand to the Escrow Agent for the earnest money. If only one party makes written demand for the earnest money, Escrow Agent shall promptly provide a copy of the demand to the other party. If Escrow Agent does not receive written objection to the demand from the other party within 15 days, Escrow Agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and Escrow Agent may pay the same to the creditors. If Escrow Agent complies with the provisions of this paragraph, each party hereby releases Escrow Agent from all adverse claims related to the disbursal of the earnest money.

D. DAMAGES: Any party who wrongfully fails or refuses to sign a release acceptable to the Escrow Agent within 7 days of receipt of the request will be liable to the other party for (i) damages;

(II) the earnest money; (Iii) reasonable attorney's fees; and (iv) all costs of suit.

NOTICES: Escrow Agent's notices will be effective when sent in compliance with Paragraph 21.

Notice of objection to the demand will be deemed effective upon receipt by Escrow Agent.

19. REPRESENTATIONS: All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the

Property and receive, negotiate and accept back up offers.

20, FEDERAL TAX REQUIREMENTS: If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller falls to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

Contract Co	ncerning 10015 Jason Court, E (Addres	Beaumont, Tx 77705 Page 8 of 11 11-07-2022 s of Property)			
21. NOTIC	ES: All notices from one party to the to, hand-delivered at, or transmitted by fax or	other must be in writing and are effective when			
To Buy	yer at: <u>P.O. Box 425</u>	To Seller at: 10015 Jason Court			
- COUIT	nont, 1ex 77704	Beaumont, Tex 77705			
Phone:	The state of the s	Phone: (409)782-9036			
E-mail/	Fax:	E-mail/Fax: jasondchampagne@aol.com			
E-mail/l	Fax:	E-mail/Fax;			
With a d	Fax: copy to Buyer's agent at:	E-mail/Fax: With a copy to Seller's agent at:			
and ca	MENT OF PARTIES: This contract annot be changed except by their writ are (Check all applicable boxes):	contains the entire agreement of the parties ten agreement. Addenda which are a part of this			
Third Pa	arty Financing Addendum	Seller's Temporary Residential Lease			
	inancing Addendum	Short Sale Addendum			
Mandato	um for Property Subject to ory Membership in a Property Association	Addendum for Property Located Seaward of the Gulf Intracoastal Waterway			
	Temporary Residential Lease	Addendum for Seller's Disclosure of			
	sumption Addendum	Information on Lead-based Paint and			
Addenda Buyer	um for Sale of Other Property by	Lead-based Paint Hazards as Required by Federal Law			
Addendu	ım for Reservation of Oil, Gas er Minerals	Addendum for Property in a Propane Gas System Service Area			
	ım for "Back-Up" Contract	Addendum Regarding Residential Leases			
A Bell and	ım for Coastal Area Property	Addendum Regarding Fixture Leases			
Testing	im for Authorizing Hydrostatic	Addendum containing Notice of Obligation to Pay Improvement District Assessment			
Addendu Terminat	im Concerning Right to te Due to Lender's Appraisal	Other (list):			
☐ Environn	nental Assessment, Threatened agered Species and Wetlands				
23. CONSUL agents fr	T AN ATTORNEY BEFORE SIGNING: om giving legal advice. READ THIS CONTRA	TREC rules prohibit real estate brokers and sales CT CAREFULLY.			
Buyer's Attorney	is:	Seller's Attorney is:			
<del></del>		The state of the s			
Phone:	-	Phone:			
Fax:	-	Fax:			
E-mail:		E-mail:			
(R-1601	Initialed for identification by Buyer	and Seller JCCC TREC NO. 20-17			

contract Concerning	10015 Jason Court, Be	aumont, Tx 77705 of Property)	Page 9 of 11 11-07-2
	(Audress (	и сторелу)	
		in the second se	
EXECUTED the	day_of		(Effective Date
(BROKER: FILL IN THE I	DATE OF FINAL ACCE	PTANCE.)	
	THE RESERVE TO SERVE THE PARTY OF THE PARTY		
			1
Buyer Jefferson County	7770	Seller ason Champ	1-3
		Seller dason Champ	signe Z
		Anada (	Manufagan
Buyer	77	Seller Brandy Çhamı	M MANACLIM
		, , , , , , , , , , , , , , , , , , ,	- agino



The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (http://www.trec.texas.gov) TREC NO. 20-17. This form replaces TREC NO. 20-16.

Contract Concerning	19915 Jason Court, Beaumont, Tx 77705 (Address of Property)	Page 10 of 11	11-07-2022
	(variess of Liobella)		

Dee Richard Real Estate	236504			
Other Broker Firm	License No.	Listing Broker	Firm	License No.
epresents X Buyer only as Buy	/er's agent	represents	Seller and Buyer as a	nintermediary
Seller as Listing B	roker's subagent		Seller only as Seller's	
Deloires Dee Chevis	236504			
Associate's Name	License No.	Listing Associa	ite's Name	License No
eam Name		Team Name		-
leloresrichard21@yahoo.com	(409)331-4544			
ssociate's Email Address	Phone	Listing Associa	te's Email Address	Phone
Icensed Supervisor of Associate	License No.	Licensed Supe	rvisor of Listing Associate	License No.
630 Laurel Other Broker's Address	<u>(409)839-4580</u>		7,7,1	
wher broker's Address	Phone	Listing Broker's	Office Address	Phone
eaumont To Ity Sta	ex 77702	City	State	
		Selling Associa	te's Name	License No.
		Selling Associa	e's Emall Address	Phone
		Licensed Super	visor of Selling Associate	License No.
		Selling Associat	e's Office Address	
		City	State	Zip
sclosure: Pursuant to a previous, reement between brokers), Listing Bro	separate agreem	ent (such as a	MLS offer of compense	ation or other

Contract Concerning	10015 Jason Court, Be	aumont, Tx 77705	Dogo 11 of da
	(Address o	of Property)	_ rage 11 OF 11 - 41-07-203
	OPTION FE	E RECEIPT	
<b>***</b> *********************************			
Receipt of \$is acknowledged.	(Option Fee) in the	e form of	
Escrow Agent			Date
	The state of the s		
	EARNEST MOI	NEY RECEIPT	
Receipt of \$NA is acknowledged.	Earnest Money in th	e form of	· · · · · · · · · · · · · · · · · · ·
Janna Henry			
Escrow Agent	Received by	jana.henry@stewarttitle.com Email Address	Date/Time
3050 N Dowlen Rd Address		(409)860-8880	
Beaumont	Tov 7777		Phone
City	Tex 7770 State	Zip	Fax
Receipt of the Contract is ac	CONTRACT knowledged.	RECEIPT	
Escrow Agent	Received by	Emall Address	Date
Address			
- 1 <b>3</b> 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7			Phone
Zity	State	Zip	Fax
	ADDITIONAL EARNES	T MONEY RECEIPT	
leceipt of \$			
acknowledged.	additional Fameral his		
acknowledged.	additional Earnest Mo	oney in the form of	
	additional Earnest Mo	Email Address	Date/Time
scrow Agent			
scrow Agent  ddress			Date/Time

#### **ADDENDUM**

PROPERTY: 10015 Jason Court,   1) Special provisions 2. This contract is subject to the environmental clearance.	Jefferson County Buy Out Program approval and the
environmental clearance.	
***************************************	
r wind	0
Pate:	Date: 9-16-24
	Signature
lgnature	Signature
ate:	-1 · 1 · 1
ate:	The state of the s
Foreign and the second	Brendy Champagn
ignature	Signature
ddendum	

11-07-2022



## APPROVED BY THE TEXAS REAL ESTATE COMMISSION NOTICE TO PROSPECTIVE BUYER

	e you to have the abstract covering the property , Beaumont, Tx 77705
	(Address) examined
Trace Sour reduies App for 8	in a Utility District, Chapter 49 of the Texas ign and acknowledge the statutory notice from ating to the tax rate, bonded indebtedness or
If the property is in a publi- written notice as required by §5.	c improvement district, the seller must give you 014, Property Code.
DATED:	
	Dee Richard Real Estate
	Brokerage Company Name
	Delores Richard
	Broker or Sales Associate
have received a copy of this NO	TICE TO PROSPECTIVE BUYER.
	Prospective Buyer
	Jefferson County



This form has been approved by the Texas Real Estate Commission (TREC) for use when a contract of sale has not been promulgated by TREC. The form should be presented before an offer to purchase is signed by the prospective buyer. Texas Real Estate Commission, P.O. Box 12188, Austin, Texas 78711-2188, 512-936-3000 (http://www.trec.texas.gov). TREC No. 57-0 replaces TREC No. OP-C.

## JEFFERSON COUNTY, TEXAS

# FINANCIAL & OPERATING STATEMENTS - COUNTY FUNDS ONLY

For the Month Ending September 30, 2024 (Unadjusted)



Fran Lee - County Auditor

#### FRAN LEE COUNTY AUDITOR (409) 835-8500



#### 1149 PEARL ST. – 7<sup>TH</sup> FLOOR BEAUMONT, TEXAS 77701

October 17, 2024

Honorable Commissioners Court: Judge Jeff R. Branick Commissioner William "Eddie" Arnold Commissioner Cary Erickson Commissioner Michael "Shane" Sinegal Commissioner Everette "Bo" Alfred

#### Gentlemen:

In compliance with Section 114.023 of the Local Government Code, I herewith present the monthly report of the financial condition of Jefferson County as of September 30,2024 (Unadjusted), together with the results of operations of the budget for the twelfth period then ended.

#### Revenue:

Total budgeted revenue collected for the eleven months ending September 30,2024 (Unadjusted), is \$169,260,386. Budgeted Revenues are \$159,150,047, resulting in additional revenue collection of \$10,110,339, in order to meet our budgetary revenue goals. Highlights of revenues are as follows:

#### **Property Taxes:**

Property tax collections are \$108,341,520 for the twelve months of the year. This amount represents 98.24% of the budgeted amount of \$110,285,337.

#### Sales Taxes:

Revenue from Sales Tax has exceeded the budgeted amount of \$31,800,000 by \$2,032,359.

#### Page Two

#### **Licenses & Permits:**

Revenue from Licenses & Permits has exceeded the budgeted amount of \$409,800 by \$1,281,692.

#### Intergovernmental:

Intergovernmental Revenue has exceeded the budgeted amount of \$1,442,000 by \$149,905.

#### Fees:

Revenue from Fees has exceeded the budgeted amount of \$11,241,410 by \$1,701,790.

#### Fines and Forfeitures:

Revenue from Fines and Forfeitures has exceeded the budgeted amount of \$1,400,000 by \$127,156.

#### Interest:

Revenue from Interest has exceeded the budgeted amount of \$2,541,500 by \$6,754,015.

#### Other Revenues:

Other Revenue has exceeded the budgeted amount of \$30,000 by \$7,239.

#### **Expenditures:**

Overall for the County's budgeted funds, ninety-three percent of the expenditures have been spent.

#### Page Three

Expenditures are budgeted to be \$167,771,005, which includes General Funds and debt service funds, excluding budgeted transfers of \$9,256,545 for the fiscal year ending September 30, 2024 (Unadjusted).

Please call me if you have any questions on the enclosed report.

Sincerely,

Fran Lee

County Auditor

# JEFFERSON COUNTY, TEXAS FINANCIAL & OPERATING

## STATEMENTS - COUNTY FUNDS ONLY

## FOR THE MONTH ENDING SEPTEMBER 30, 2024 (UNADJUSTED)

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## Jefferson County, Texas Consolidated Balance Sheet For The Month Ending September 30, 2024 (Unadjusted)

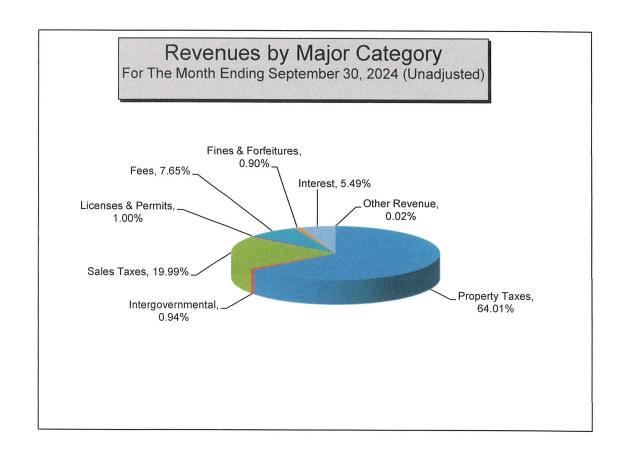
	_	General Funds		Special Revenue Funds	Capital Project Funds	Debt Service Funds	Enterprise Funds	Internal Service Funds		Total
<u>ASSETS</u>										
Cash and Cash Equivalents	\$	85,993,646		66,984,943	15,423,390	566,060	4,106,904	6,614,492	\$	179,689,435
Receivables & Prepaids		6,775,791		16,173	=	256,308	342,186	_		7,390,458
Intergovernmental Receivables	5	42,387		-	-	-	-	_		42,387
Due From Other Funds		150,000		-	-	-		-		150,000
Inventory		862,543		18,408	-	-	190,056	-		1,071,007
Other Assets		103,828	_				84,714,867	_	,	84,818,695
Total Assets  LIABILITIES AND FUND	\$ =	93,928,195 S		67,019,524 \$	15,423,390 \$	822,368 \$	89,354,013 \$	6,614,492	\$	273,161,982
<u> LIABILITILS AND FORE</u>	ועי	Eliter Legel		_						
Payables	\$	3,739,290		368,054	_	-	1,220,908	3,571,122	\$	8,899,374
Intergovernmental Payables		360		104	· _	-	24	-		488
Due To Other Funds		-		-	-	-	-	-		-
Other Liabilities		6,290,399		813,331	-	243,598	5,536,563	-		12,883,891
Fund Balance/Equity	_	83,898,146	_	65,838,035	15,423,390	578,770	82,596,518	3,043,370		251,378,229
Total Liabilities and Fund Balance/Equity	\$_	93,928,195	\$_	67,019,524 \$	15,423,390 \$	822,368 \$	89,354,013 \$	6,614,492	\$	273,161,982

### Jefferson County, Texas Statement of Changes in Fund Balances For The Month Ending September 30, 2024 (Unadjusted)

	8/31/2024		Month	Ending September 30	), 2024 (Unadjusted)	9/30/2024	
	Fund Balan	<u>ce</u>	Receipts	Disbursements	Transfers In(/Out)	Prior Period Adjustment	Fund Balance
Jury Fund	\$ 102,0	86 \$	7,999	21,173	\$ -	\$ -	\$ 88,912
Road & Bridge Pct. 1	5,785,3		67,531	167,861	_	-	5,685,017
Road & Bridge Pct. 2	2,024,2		72,935	254,259	-	-	1,842,893
Road & Bridge Pct. 3	589,8		69,054	160,886	=	-	498,021
Road & Bridge Pct. 4	3,292,0		66,831	188,550	-	_	3,170,292
Engineering Fund	292,5		4,308	89,498	-	-	207,398
Parks & Recreation	37,0		6,813	10,310	-	-	33,504
General Fund	73,480,8		5,350,375	10,027,451	(407,029)	-	68,396,766
Mosquito Control Fund	1,038,9		6,658	208,078	-	-	837,528
Tobacco Settlement Fund	3,122,2		15,598				3,137,815
Total General Funds	89,765,1	39	5,668,102	11,128,066	(407,029)	-	83,898,146
Total Special Revenue Funds	66,012,0	98	2,006,593	2,226,882	46,226	-	65,838,035
Total Capital Project Funds	15,202,2		76,667	117,596	262,110	-	15,423,390
Total Debt Service Funds	559,0		19,678	-	-	-	578,770
Total Enterprise Funds	82,468,8		418,401	389,457	98,693	-	82,596,518
Total Internal Service Funds	3,037,0		2,174,513	2,168,193			3,043,370
Total Balances	\$ 257,044,4	69 \$	10,363,954	\$ 16,030,194	\$	\$	\$ 251,378,229

### Jefferson County Texas Statement of Revenues by Category - Compared with Budget Allocation For The Month Ending September 30, 2024 (Unadjusted)

Category	Cumulative Actual	_	Annual Budget	-	Unrealized Balance	Percentage Unrealized
Property Taxes \$	108,341,520	\$	110,285,337	\$	1,943,817	1.76%
Sales Taxes	33,832,359		31,800,000		(2,032,359)	-6.39%
Licenses & Permits	1,691,492		409,800		(1,281,692)	-312.76%
Intergovernmental	1,591,905		1,442,000		(149,905)	-10.40%
Fees	12,943,200		11,241,410		(1,701,790)	-15.14%
Fines & Forfeitures	1,527,156		1,400,000		(127,156)	-9.08%
Interest	9,295,515		2,541,500		(6,754,015)	-265.75%
Other Revenue	37,239		30,000		(7,239)	-24.13%
\$	169,260,386	\$_	159,150,047	\$ _	(10,110,339)	-6.35%



# Jefferson County, Texas

#### Statement of Revenues - Compared With Budget Allocation

For The Month Ending September 30, 2024 (Unadjusted)

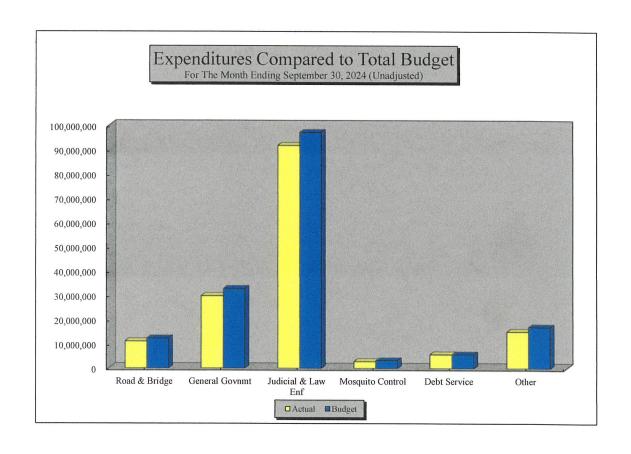
The Part		(	October 2023										Cumulative		Annual	Unrealized
Charles   17,435   18,105   16,146   18,126   14,126   18,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126   19,126			-December	January	February	March	April	May	June	July	August	September	Total		Budget	Balance
Delinguant Trans	Jury Fund															
Name	Current Taxes	\$	17,453 \$	103,500 \$	61,442 \$	3,586 \$	1,491 \$	897 \$	839 \$	798 \$	419 \$	394				
March Registration Frees	Delinquent Taxes		63	50	(2)	(6)	(8)	29	18		19					
Courted Tissers	Jury Fees		11,226	5,149	5,734	6,580	5,780	6,184	5,790	5,371	5,841	7,588				
Purmer Treese	Other Revenue		71,793	1-1	228	90	80,006	-	78,330	-	160	-	230,	607	210,500	(20,107)
Delinquest Taxes	Road & Bridge Pct. 1															
Integree/Controller Revenue   1	Current Taxes		81,492	483,271	286,890	16,746	6,961	4,186	3,917	3,726	1,954					
And Registration Feas   78,707   79,707   79,707   70,707   70,707   70,707   70,707   70,707   70,707   70,707   70,707   70,707   70,707   70,707   70,707   70,707   70,707   70,709   70,707   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709   70,709	Delinquent Taxes		2,480	1,974	(84)	(251)	(314)	1,139	698	744	758	682	7,	826	11,180	3,354
Road & Bridge Fees 114,033 34,124 39,484 55,014 42,467 483,588 22,675 55,811 41,459 40,667 496,112 25,000 28,888 Sats, Rentala & Sarvices 76,013 - 661 - 400 - 70,597 23,484 19,639 18,458 22,79 24,342 22,834 20,000 (26,849) Road & Bridge Fet 2  **Curren' Tixes***  81,492 483,271 286,890 16,746 6,961 41,86 3,917 3,726 1,554 1,840 880,983 905,440 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7 11,405 7	Intergovernmental Revenue		-	,-	-	-	=	-		-	-	-		-	-	-
Sale, Rentals & Services 76,033   . 661   . 400   475	Auto Registration Fees		-	78,707	-	-	-	-	598,310	-	-	-	677	017	625,000	(52,017)
Fines and Porfetures 3,4,602 13,876 20,642 25,741 22,797 23,948 19,639 18,458 22,729 24,342 226,834 200,000 (26,831)  Road & Enidage Pet. 2  Curront Taxes 81,492 483,271 286,890 16,746 6,961 4,186 3,917 3,726 19,944 1,840 890,983 905,040 14,057 14,057 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054 1,054	Road & Bridge Fees		114,033	34,124	39,484	55,034	42,467	48,358	22,675	55,811	43,459	40,667	496	112	525,000	28,888
Road & Bridge Pet. 2	Sales, Rentals & Services		76,033	1-	661	-	400	-	-	475	-	-	77	569	-	(77,569)
Current Taxes	Fines and Forfeitures		34,662	13,876	20,642	25,741	22,797	23,948	19,639	18,458	22,729	24,342	226	834	200,000	(26,834)
Definquent Taxes	Road & Bridge Pct. 2															
Intergovernmental Revenue Intergovernmentale	Current Taxes		81,492	483,271	286,890	16,746	6,961	4,186	3,917	3,726	1,954	1,840	890	983	905,040	14,057
Auto Registration Fees 1 14,033	Delinquent Taxes		2,480	1,974	(84)	(251)	(314)	1,139	698	744	758	682	7	826	11,180	3,354
Road & Bridge Fees   114,033   34,124   39,484   55,034   42,467   48,358   33,018   55,811   43,459   40,667   506,455   525,000   18,454   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858   53,858	Intergovernmental Revenue		-	1-	-	-	-	-	-	-	-	-			-	-
Sales, Rentals & Services         7,529         -         -         -         -         -         -         5,604         12,933         -         (12,933)           Fines and Porfeitures         34,673         13,876         20,642         25,741         22,797         23,610         19,639         18,458         22,729         24,342         226,507         200,000         (26,507)           Road & Bridge Pet. 3         Current Taxes         81,492         483,271         286,890         16,746         6,961         4,186         3,917         3,726         1,954         1,840         890,983         905,040         14,057           Delinquent Taxes         2,480         1,974         (84)         (251)         (314)         1,139         698         744         758         682         7,826         11,180         3,334           Intergovernmental Revenue         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         - </td <td>Auto Registration Fees</td> <td></td> <td>-</td> <td>78,707</td> <td>-</td> <td>-</td> <td>-</td> <td>-</td> <td>587,967</td> <td>-</td> <td>-</td> <td>-</td> <td>666</td> <td>,674</td> <td>625,000</td> <td>(41,674)</td>	Auto Registration Fees		-	78,707	-	-	-	-	587,967	-	-	-	666	,674	625,000	(41,674)
Fines and Forfeitures 34,673 13,876 20,642 25,741 22,797 23,610 19,639 18,458 22,729 24,342 226,507 200,000 (26,507)  Road & Bridge Pct. 3  Current Taxes 81,492 483,271 286,890 16,746 6,961 4,186 3,917 3,726 1,954 1,840 890,983 905,040 14,057  Delinquent Taxes 2,480 1,974 (84) (251) (314) 1,139 698 744 758 682 7,826 11,180 3,354  Intergovernmental Revenue - R,707	Road & Bridge Fees		114,033	34,124	39,484	55,034	42,467	48,358	33,018	55,811	43,459	40,667	506	,455	525,000	18,545
Road & Bridge Pet. 3  Current Taxes 81,492 483,271 286,890 16,746 6,961 4,186 3,917 3,726 1,954 1,840 890,983 905,040 14,057 Delinquent Taxes 2,480 1,974 (84) (251) (314) 1,139 698 744 758 682 7,826 11,180 3,354 Intergovernmental Revenue - 78,707 587,967 666,674 625,000 (41,674) Road & Bridge Pets 114,033 34,124 39,484 55,034 42,467 48,358 33,018 55,811 43,459 40,667 506,455 525,000 18,545 Sales, Rentals & Services 34,681 13,858 20,620 25,741 22,797 23,610 19,739 18,458 22,729 24,342 226,575 200,000 (26,575) Road & Bridge Pet. 4  Current Taxes 81,492 483,271 286,890 16,746 6,961 4,186 3,917 3,726 1,954 1,840 890,983 905,040 14,057 Delinquent Taxes 2,480 1,974 (84) (251) (314) 1,139 698 744 758 682 7,826 11,840 890,983 905,040 14,057 Delinquent Taxes 1,974	Sales, Rentals & Services		7,529	-	-	-	-	-	-	=	-	5,404	12	,933	-	(12,933)
Current Taxes         81,492         483,271         286,890         16,746         6,961         4,186         3,917         3,726         1,954         1,840         890,983         905,040         14,057           Delinquent Taxes         2,480         1,974         (84)         (251)         (314)         1,139         698         744         758         682         7,826         11,180         3,354           Intergovernmental Revenue         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         - </td <td>Fines and Forfeitures</td> <td></td> <td>34,673</td> <td>13,876</td> <td>20,642</td> <td>25,741</td> <td>22,797</td> <td>23,610</td> <td>19,639</td> <td>18,458</td> <td>22,729</td> <td>24,342</td> <td>226</td> <td>,507</td> <td>200,000</td> <td>(26,507)</td>	Fines and Forfeitures		34,673	13,876	20,642	25,741	22,797	23,610	19,639	18,458	22,729	24,342	226	,507	200,000	(26,507)
Delinquent Taxes 2,480 1,974 (84) (251) (314) 1,139 698 744 758 682 7,826 11,180 3,354   Intergovernmental Revenue	Road & Bridge Pct. 3															
Intergovernmental Revenue	Current Taxes		81,492	483,271	286,890	16,746	6,961	4,186	3,917	3,726	1,954	1,840	890	,983	905,040	14,057
Auto Registration Fees 1 14,033 34,124 39,484 55,034 42,467 48,358 33,018 55,811 43,459 40,667 506,455 525,000 (41,674) Road & Bridge Fees 114,033 34,124 39,484 55,034 42,467 48,358 33,018 55,811 43,459 40,667 506,455 525,000 18,545 Sales, Rentals & Services - 13,858 20,620 25,741 22,797 23,610 19,739 18,458 22,729 24,342 226,575 200,000 (26,575)  Road & Bridge Pet. 4 Current Taxes 81,492 483,271 286,890 16,746 6,961 4,186 3,917 3,726 1,954 1,840 890,983 905,040 14,057 Delinquent Taxes 2,480 1,974 (84) (251) (314) 1,139 698 744 758 682 7,826 111,180 3,354 Intergovernmental Revenue - 7,8707 - 7, 7, 7, 7, 7, 7, 7, 7, 7, 7, 7, 7, 7,	Delinquent Taxes		2,480	1,974	(84)	(251)	(314)	1,139	698	744	758	682	7	,826	11,180	3,354
Road & Bridge Fees 114,033 34,124 39,484 55,034 42,467 48,358 33,018 55,811 43,459 40,667 506,455 525,000 18,545 Sales, Rentals & Services 151 1,523 1,674 - (1,674) Fines and Forfeitures 34,681 13,858 20,620 25,741 22,797 23,610 19,739 18,458 22,729 24,342 226,575 200,000 (26,575) Road & Bridge Fet. 4  Current Taxes 81,492 483,271 286,890 16,746 6,961 4,186 3,917 3,726 1,954 1,840 890,983 905,040 14,057 Delinquent Taxes 2,480 1,974 (84) (251) (314) 1,139 698 744 758 682 7,826 11,180 3,354 Intergovernmental Revenue 66,821 11,598 18,419 9,000 (9,419) Auto Registration Fees - 78,707 587,967 666,674 625,000 (41,674) Road & Bridge Fees 114,033 34,124 39,484 55,034 42,467 48,358 33,018 55,811 43,459 40,667 506,455 525,000 18,545 Sales, Rentals & Services 10,374 500 2,250 3,749 1,051 (584) (781) (700) 15,859 (15,859) Fines and Forfeitures 34,682 13,863 20,620 25,742 22,798 23,842 20,295 18,458 22,745 24,342 227,387 200,000 (27,387)	Intergovernmental Revenue		-	-	-	-	-	-	-	-	-	-		-	-	-
Sales, Rentals & Services 151 - 1,523 1,674 - (1,674) Fines and Forfeitures 34,681 13,858 20,620 25,741 22,797 23,610 19,739 18,458 22,729 24,342 226,575 200,000 (26,575)  Road & Bridge Pct. 4  Current Taxes 81,492 483,271 286,890 16,746 6,961 4,186 3,917 3,726 1,954 1,840 890,983 905,040 14,057  Delinquent Taxes 2,480 1,974 (84) (251) (314) 1,139 698 744 758 682 7,826 11,180 3,354  Intergovernmental Revenue 6,821 11,598 - 18,419 9,000 (9,419)  Auto Registration Fees - 78,707 587,967 666,674 625,000 (41,674)  Road & Bridge Fees 114,033 34,124 39,484 55,034 42,467 48,358 33,018 55,811 43,459 40,667 506,455 525,000 18,545  Sales, Rentals & Services 10,374 500 2,250 3,749 1,051 (584) (781) (700) 15,859 - (15,859)  Fines and Forfeitures 34,682 13,863 20,620 25,742 22,798 23,842 20,295 18,458 22,745 24,342 227,387 200,000 (27,387)	Auto Registration Fees		-	78,707	_	-	-		587,967	-	-	-	666	,674	625,000	(41,674)
Fines and Forfeitures 34,681 13,858 20,620 25,741 22,797 23,610 19,739 18,458 22,729 24,342 226,575 200,000 (26,575)  Road & Bridge Pct. 4  Current Taxes 81,492 483,271 286,890 16,746 6,961 4,186 3,917 3,726 1,954 1,840 890,983 905,040 14,057  Delinquent Taxes 2,480 1,974 (84) (251) (314) 1,139 698 744 758 682 7,826 11,180 3,354  Intergovernmental Revenue 6,821 11,598 - 18,419 9,000 (9,419)  Auto Registration Fees 78,707 587,967 666,674 625,000 (41,674)  Road & Bridge Fees 114,033 34,124 39,484 55,034 42,467 48,358 33,018 55,811 43,459 40,667 506,455 525,000 18,545  Sales, Rentals & Services 10,374 500 2,250 3,749 1,051 (584) (781) (700) 15,859 - (15,859)  Fines and Forfeitures 34,682 13,863 20,620 25,742 22,798 23,842 20,295 18,458 22,745 24,342 227,387 200,000 (27,387)	Road & Bridge Fees		114,033	34,124	39,484	55,034	42,467	48,358	33,018	55,811	43,459	40,667	506	,455	525,000	18,545
Road & Bridge Pct. 4  Current Taxes 81,492 483,271 286,890 16,746 6,961 4,186 3,917 3,726 1,954 1,840 890,983 905,040 14,057  Delinquent Taxes 2,480 1,974 (84) (251) (314) 1,139 698 744 758 682 7,826 11,180 3,354  Intergovernmental Revenue 6,821 11,598 - 18,419 9,000 (9,419)  Auto Registration Fees - 78,707 587,967 666,674 625,000 (41,674)  Road & Bridge Fees 114,033 34,124 39,484 55,034 42,467 48,358 33,018 55,811 43,459 40,667 506,455 525,000 18,545  Sales, Rentals & Services 10,374 500 2,250 3,749 1,051 (584) (781) (700) 15,859 - (15,859)  Fines and Forfeitures 34,682 13,863 20,620 25,742 22,798 23,842 20,295 18,458 22,745 24,342 227,387 200,000 (27,387)	Sales, Rentals & Services		-		-	-	-	-	-	151	-	1,523	1	,674	-	(1,674)
Current Taxes         81,492         483,271         286,890         16,746         6,961         4,186         3,917         3,726         1,954         1,840         890,983         905,040         14,057           Delinquent Taxes         2,480         1,974         (84)         (251)         (314)         1,139         698         744         758         682         7,826         11,180         3,354           Intergovernmental Revenue         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         - </td <td>Fines and Forfeitures</td> <td></td> <td>34,681</td> <td>13,858</td> <td>20,620</td> <td>25,741</td> <td>22,797</td> <td>23,610</td> <td>19,739</td> <td>18,458</td> <td>22,729</td> <td>24,342</td> <td>226</td> <td>,575</td> <td>200,000</td> <td>(26,575)</td>	Fines and Forfeitures		34,681	13,858	20,620	25,741	22,797	23,610	19,739	18,458	22,729	24,342	226	,575	200,000	(26,575)
Delinquent Taxes 2,480 1,974 (84) (251) (314) 1,139 698 744 758 682 7,826 11,180 3,354  Intergovernmental Revenue 6,821 11,598 - 18,419 9,000 (9,419)  Auto Registration Fees - 78,707 587,967 666,674 625,000 (41,674)  Road & Bridge Fees 114,033 34,124 39,484 55,034 42,467 48,358 33,018 55,811 43,459 40,667 506,455 525,000 18,545  Sales, Rentals & Services 10,374 500 2,250 3,749 1,051 (584) (781) (700) 15,859 - (15,859)  Fines and Forfeitures 34,682 13,863 20,620 25,742 22,798 23,842 20,295 18,458 22,745 24,342 227,387 200,000 (27,387)	Road & Bridge Pct. 4															
Intergovernmental Revenue	Current Taxes		81,492	483,271	286,890	16,746	6,961	4,186	3,917	3,726	1,954	1,840	890	,983	905,040	14,057
Auto Registration Fees - 78,707 587,967 666,674 625,000 (41,674)  Road & Bridge Fees 114,033 34,124 39,484 55,034 42,467 48,358 33,018 55,811 43,459 40,667 506,455 525,000 18,545  Sales, Rentals & Services 10,374 500 2,250 3,749 1,051 (584) (781) (700) 15,859 - (15,859)  Fines and Forfeitures 34,682 13,863 20,620 25,742 22,798 23,842 20,295 18,458 22,745 24,342 227,387 200,000 (27,387)	Delinquent Taxes		2,480	1,974	(84)	(251)	(314)	1,139	698	744	758	682	5	,826	11,180	3,354
Road & Bridge Fees 114,033 34,124 39,484 55,034 42,467 48,358 33,018 55,811 43,459 40,667 506,455 525,000 18,545 Sales, Rentals & Services 10,374 500 2,250 3,749 1,051 (584) (781) (700) 15,859 - (15,859) Fines and Forfeitures 34,682 13,863 20,620 25,742 22,798 23,842 20,295 18,458 22,745 24,342 227,387 200,000 (27,387)	Intergovernmental Revenue		-	-	-	-	-	-	-	6,821	11,598	-	18	3,419	9,000	(9,419)
Sales, Rentals & Services 10,374 500 2,250 3,749 1,051 (584) (781) (700) 15,859 - (15,859) Fines and Forfeitures 34,682 13,863 20,620 25,742 22,798 23,842 20,295 18,458 22,745 24,342 227,387 200,000 (27,387)	Auto Registration Fees		-	78,707	-	-		-	587,967	-	-	-	666	5,674	625,000	(41,674)
Sales, Rentals & Services 10,374 500 2,250 3,749 1,051 (584) (781) (700) 15,859 - (15,859) Fines and Forfeitures 34,682 13,863 20,620 25,742 22,798 23,842 20,295 18,458 22,745 24,342 227,387 200,000 (27,387)	Road & Bridge Fees		114,033	34,124	39,484	55,034	42,467	48,358	33,018	55,811	43,459	40,667	500	5,455	525,000	18,545
Fines and Forfeitures 34,682 13,863 20,620 25,742 22,798 23,842 20,295 18,458 22,745 24,342 227,387 200,000 (27,387)			10,374	500	-	-	2,250	3,749	1,051	(584)	(781)	(700)	1:	5,859	-	(15,859)
Other Revenue			34,682	13,863	20,620	25,742	22,798	23,842	20,295	18,458	22,745	24,342	22	7,387	200,000	(27,387)
	Other Revenue		-	-	_	-	-	-	-	-	-	-		-	-	-

# Jefferson County, Texas Statement of Revenues - Compared With Budget Allocation For The Month Ending September 30, 2024 (Unadjusted)

	October 2023										Cumulative	Annual	Unrealized
	-December	January	February	March	April	May	June	July	August	September	Total	Budget	Balance
Engineering Fund												1 110 105 0	
Current Taxes	\$ 99,992 \$	592,980 \$	352,018 \$	20,548 \$	8,542 \$	5,136 \$	4,807 \$	4,572 \$	2,398 \$	2,257 \$	1,093,250 \$	1,110,497 \$	17,247
Delinquent Taxes	3,314	2,638	(112)	(335)	(419)	1,522	933	993	1,012	911	10,457	14,937	4,480
Licenses and Permits	1,410	760	430	290	1,020	270	1,500	1,290	650	640	8,260	4,500	(3,760)
Sales, Rentals & Services	500	500	500	1,000	500	-	500	-	-	500	4,000	1,000	(3,000)
Parks & Recreation	1,820	10,795	6,408	374	155	94	88	83	44	41	19,902	20,216	314
Current Taxes  Delinquent Taxes	395	314	(13)	(40)	(50)	181	111	118	120	108	1,244	1,779	535
Sales, Rentals & Services	18,092	4,540	5,043	4,676	3,460	7,098	7,150	6,280	6,280	6,664	69,283	70,100	817
General Fund	10,002	.,	-,	,	-,	,	,	,					
Current Taxes	8,646,135	51,274,178	30,438,509	1,776,735	738,577	444,133	415,620	395,339	199,532	195,193	94,523,951	96,018,173	1,494,222
Delinquent Taxes	263,746	209,977	(8,916)	(26,676)	(33,339)	121,164	74,234	79,076	80,611	72,493	832,370	1,188,946	356,576
Sales Taxes	3,312,854	3,428,329	3,441,096	3,370,137	3,116,339	4,108,193	3,310,790	2,992,246	3,309,505	3,442,870	33,832,359	31,800,000	(2,032,359)
Other Taxes	-	-,,	-	-	-	-	37,239	-	-	-	37,239	30,000	(7,239)
Licenses and Permits	73,485	33,328	34,368	38,080	459,154	41,133	35,138	463,138	472,380	33,028	1,683,232	405,300	(1,277,932)
Intergovernmental Revenue	48,719	97,180	92,321	77,824	464,195	55,852	150,099	32,650	57,250	220,582	1,296,672	1,222,500	(74,172)
Fees of Office	760,725	282,842	329,402	382,250	301,018	315,580	271,802	304,875	289,382	339,922	3,577,798	3,427,360	(150,438)
Other Sales, Rentals & Svcs.	1,429,407	(171,951)	605,839	295,808	251,749	1,034,724	337,796	(209,007)	440,817	411,143	4,426,325	3,082,950	(1,343,375)
Fines & Forfeitures	107,878	102,568	55,341	78,483	55,201	45,988	49,443	41,047	41,243	42,661	619,853	600,000	(19,853)
Interest	3,059,219	623,362	823,276	881,648	678,248	703,487	529,935	582,190	514,403	592,483	8,988,251	2,420,000	(6,568,251)
Other Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-
Mosquito Control Fund													
Current Taxes	221,977	1,316,392	781,466	45,615	18,962	11,402	10,670	10,150	5,323	5,011	2,426,968	2,465,260	38,292
Delinquent Taxes	5,991	4,770	(203)	(606)	(757)	2,752	1,686	1,796	1,831	1,647	18,907	27,009	8,102
Sales, Rentals & Services	-	-	-	-	-	-	-	-	-	-	-	_	_
Tobacco Settlement Fund													
Intergovernmental Revenue	_	_	-	-	46,207	_	-	-	-	-	46,207	-	(46,207)
Interest	31,118	12,233	14,005	15,950	12,991	13,799	10,824	13,178	12,826	15,598	152,522	58,000	(94,522)
Debt Service	,												
Current Taxes	509,155	3,019,447	1,792,470	104,628	43,493	26,154	24,475	23,280	12,209	11,495	5,566,806	5,507,202	(59,604)
Delinquent Taxes	18,378	14,961	(790)	(1,394)	(1,199)	9,137	5,462	5,785	5,702	5,369	61,411	72,327	10,916
Interest	7,189	15,020	25,609	29,715	24,014	25,667	20,238	2,231	2,245	2,814	154,742	63,500	(91,242)
Other, Sales, Rentals & Svcs.	-	-	-	-	-	_	-	-		-	-	-	-
Julia, Julia, Rollino de 5100.									-				
Total	\$ 19,746,688 \$	63,432,139 \$	40,243,814 \$	7,494,041 \$	6,565,625 \$	7,294,067 \$	7,968,280 \$	5,079,317 \$	5,748,635 \$	5,687,780 \$	169,260,386 \$	159,150,047 \$	(10,110,339)

Jefferson County, Texas Statement of Expenditures - Compared With Budget Allocation - 100% of Budget Expended For The Month Ending September 30, 2024 (Unadjusted)

	Cumulativ Actual	e 	Annual Budget	U _	nencumbered Balance	Percentage Unencumbered
Jury Fund	\$ 596,20	9 \$	660,291	\$	64,082	9.71%
Road & Bridge Funds	9,704,00	1	10,699,612		995,611	9.31%
Engineering Fund	1,143,70	3	1,320,759		177,056	13.41%
Parks & Recreation Fund	190,91	9	238,596		47,677	19.98%
General Fund:						
General Government	29,751,86	1	32,702,600		2,950,739	9.02%
Judicial	21,874,13		23,600,079		1,725,947	7.31%
Law Enforcement	69,229,98	7	72,784,651		3,554,664	4.88%
Education	439,36	4	498,415		59,051	11.85%
Health & Welfare	8,856,85	9	9,654,872		798,013	8.27%
Maintenance	3,697,49	1	4,447,473		749,982	16.86%
Other	1,805,83	3	2,113,963		308,130	14.58%
Mosquito Control Fund	2,768,25	0	3,136,844		368,594	11.75%
Tobacco Settlement	250,00		250,000		-	-
Debt Service Funds	5,661,50	0	5,662,850		1,350	0.02%
	\$_155,970,10	9 \$_	167,771,005	\$_	11,800,896	7.03%



#### Jefferson County, Texas

# Statement of Expenditures - Compared With Budget Allocation For The Month Ending September 30, 2024 (Unadjusted)

	Oct	tober 2023											Cumulative	Annual	Unencumbered
		December	January	February	March	April	May	June	July	August	September	Encumbrances	Total	Budget	Balance
Jury Fund	\$	154,824 \$	38,821 \$	56,294 \$	60,651 \$	22,640 \$	19,933 \$	67,711 \$	75,634 \$	75,027 \$	21,173	3,501 \$	596,209 \$	660,291 \$	64,082
Road & Brdg Pct. 1		371,909	124,267	400,645	181,055	185,671	113,853	89,388	166,336	424,019	167,861	554,861	2,779,865	3,107,734	327,869
Road & Brdg Pct. 2		392,055	159,780	138,116	214,098	158,517	147,237	140,357	162,613	202,364	254,259	54,359	2,023,755	2,158,316	134,561
Road & Brdg Pct. 3		445,329	151,164	193,726	230,318	195,479	137,959 -	244,351	151,837	278,501	160,886	91,536	2,281,086	2,469,733	188,647
Road & Brdg Pct. 4		945,239	126,898	134,800	151,587	193,919	174,463	127,316	249,184	247,743	188,550	79,596	2,619,295	2,963,829	344,534
Engineering		262,919	87,443	88,518	128,578	87,478	88,212	87,022	87,529	133,556	89,498	2,950	1,143,703	1,320,759	177,056
Parks & Recreation		43,135	11,630	20,940	17,028	13,125	13,446	6,552	24,215	13,895	10,310	16,643	190,919	238,596	47,677
Tax Assessor/Coll.		1,047,430	318,363	325,977	460,268	307,070	301,998	298,152	306,338	443,904	301,677	3,970	4,115,147	4,841,597	726,450
Human Resources		105,337	36,484	35,502	57,093	61,861	37,017	35,401	36,526	54,845	37,838	2,684	500,588	570,555	69,967
County Auditor		467,755	135,819	132,281	206,231	138,713	136,005	138,818	136,084	194,006	136,280	(66)	1,821,926	1,967,550	145,624
County Clerk		534,059	173,680	175,005	260,399	173,053	173,040	180,874	176,474	257,388	176,070	3,592	2,283,634	2,670,659	387,025
County Judge		217,619	71,874	77,953	90,382	75,102	66,853	72,379	79,534	105,646	75,746	70	933,158	1,132,850	199,692
Risk Management		78,849	25,605	30,906	34,108	18,095	18,340	23,862	23,700	37,640	25,083	13,395	329,583	376,313	46,730
County Treasurer		103,690	34,672	34,264	41,792	28,114	29,366	29,759	28,118	42,779	28,337	1,311	402,202	419,962	17,760
<b>Printing Department</b>		27,458	5,427	7,355	12,458	10,792	7,774	13,940	11,882	15,350	10,424	8,875	131,735	169,513	37,778
Purchasing Department		150,918	51,133	51,581	74,518	49,363	42,095	41,941	43,970	69,150	48,991	11,038	634,698	694,102	59,404
General Services		3,532,959	1,385,418	186,324	2,776,927	1,094,515	725,781	937,624	1,517,797	807,077	1,006,102	80,605	14,051,129	14,854,647	803,518
MIS		1,594,343	163,322	169,091	239,176	189,487	210,865	202,656	181,590	270,781	172,730	9,689	3,403,730	3,655,555	251,825
Voter's Registration		57,269	43,199	9,974	11,659	6,859	9,533	9,386	10,829	13,659	11,456	617	184,440	226,800	42,360
Elections		452,262	(115,233)	43,570	193,447	40,359	118,966	92,203	(37,740)	59,040	42,752	70,265	959,891	1,122,497	162,606
District Attorney		1,789,048	646,191	615,580	903,357	633,469	616,974	599,145	588,450	920,625	616,227	12,859	7,941,925	8,452,756	510,831
District Clerk		534,826	185,134	183,864	278,119	188,365	183,762	184,910	188,450	278,533	192,156	9,551	2,407,670	2,488,629	80,959
Criminal Dist. Court		377,942	128,604	152,556	182,744	138,390	157,999	125,681	198,573	177,144	190,107	53	1,829,793	1,974,401	144,608
58th Dist. Court		77,763	26,404	25,884	38,746	26,093	25,996	26,363	26,035	39,712	27,128	81	340,205	362,681	22,476
60th Dist. Court		82,924	28,264	27,657	41,113	28,117	27,763	28,364	27,800	41,188	28,235	570	361,995	379,306	17,311
136th Dist. Court		83,618	28,423	28,619	41,526	28,217	28,726	28,026	28,642	42,343	30,101	(2)	368,239	380,995	12,756
172nd Dist. Court		82,629	27,502	28,046	40,401	27,481	27,773	27,712	27,343	40,484	28,096	1,513	358,980	361,382	2,402
252nd Dist. Court		280,127	97,949	145,185	132,228	101,827	114,087	116,936	96,676	120,655	131,199	2,973	1,339,842	1,466,294	126,452
279th Dist. Court		131,937	52,118	57,979	66,975	56,983	52,867	59,308	55,727	64,448	71,465	330	670,137 535,614	708,351	38,214
317th Dist. Court		119,829	42,243	44,658	55,438	43,262	38,560	46,554	43,650	53,544	47,543	333	429,998	610,049 458,931	74,435
J.P. Pct. 1 Pl 1		100,086	32,715	33,459	47,750	33,006	33,152	32,537	34,178	47,889	32,704	2,522	463,562	476,552	28,933
J.P. Pct. 1 Pl 2		105,167	36,627	35,644	52,807	36,159	35,683	35,551	35,888	53,958	36,077	1 640	422,532	426,657	12,990
J.P. Pct. 2		84,300	28,316	34,489	50,583	35,793	34,259	34,224	34,311	50,710	34,907	1,132	454,592	478,698	4,125 24,106
J.P. Pct. 4		104,154	35,706	36,668	52,956	35,233	34,590	33,694	33,564	50,773	36,122	423	442,531	464,336	
J.P. Pct. 6		103,084	33,977	33,088	49,843	34,580	34,040	34,821	33,464	51,096	34,115 36,160	652	446,711	465,187	21,805 18,476
J.P. Pct. 7		98,058	34,447	33,291	50,973	34,510	35,269	36,534	35,110	51,698	36,169	207	203,867	460,011	
J.P. Pct. 8		57,936	19,097	15,586	19,736	15,385	13,338	13,947	13,641	21,567	13,427	207	573,858	588,317	256,144
Cnty. Court at Law 1		130,475	44,670	44,211	66,095	44,161	43,941	45,123	44,252	65,922	44,802	45	597,598	756,478	14,459 158,880
Cnty. Court at Law 2		137,919	42,384	45,036	61,303	47,269	44,489	52,076	44,323	74,746	48,008 70,199	1,386	818,101	921,471	103,370
Cnty. Court at Law 3		177,995	61,261	64,892	90,135	72,077	64,635	59,838	64,484	91,199	70,199 46,604	364	562,303	592,556	30,253
Court Master		125,561	44,631	45,955	61,574	43,080	46,220	44,062	43,085	61,167	40,004	304	302,303	374,330	30,233

#### Jefferson County, Texas

# Statement of Expenditures - Compared With Budget Allocation For The Month Ending September 30, 2024 (Unadjusted)

	ctober 2023											В. 1	Cumulative	Annual	Unencun
	 December	Janu	uary	February	March	April	May	June	July	August	September	Encumbrances	Total	Budget	Balar
Dispute Resolution \$	68,680	\$ 2	27,232	24,104	\$ 33,729	\$ 21,925 \$		22,075 \$	22,999 \$	33,167			304,079		
Comm. Supervision	3,690		520	124	124	1,096	808	2,046	520	1,991	2,996		13,915	17,420	
Sheriff's Dept.	3,817,584	1,27	1,419	1,238,814	1,764,305	1,260,380	1,175,617	1,219,357	1,353,175	1,990,611	1,400,509	295,177	16,786,948	17,839,496	1,05
Crime Lab	370,493	15	8,959	114,610	146,838	110,898	124,262	105,065	111,782	164,656	123,879	27,860	1,559,302	1,849,615	2
ail	 8,590,425	3,91	8,049	4,615,896	4,236,378	2,831,705	2,513,584	3,221,561	4,232,616	4,231,521	3,268,627	698,328	42,358,690	42,990,089	6
ıvenile Probation	384,509	13	80,381	129,754	184,739	126,917	126,060	125,941	131,317	197,835	51,690	2,557	1,591,700	1,921,977	3
uvenile Detention	502,148	19	3,173	183,200	225,198	172,575	159,689	164,510	186,221	248,123	154,550	32,443	2,221,830	2,666,430	2
onstable Pct. 1	200,683	6	6,947	69,176	95,428	66,216	67,610	64,007	77,444	91,330	64,872	2,388	866,101	891,960	
onstable Pct. 2	117,918	4	0,529	40,144	59,231	40,939	40,198	39,610	43,751	62,714	40,331	3,572	528,937	567,898	
onstable Pct. 4	122,408	4	3,285	41,021	61,168	41,993	42,455	41,189	42,269	60,705	41,362	111	537,966	564,412	
onstable Pct. 6	145,929	4	6,146	42,452	60,435	48,329	46,998	46,173	48,340	69,532	48,228	5,767	608,329	697,638	
onstable Pct. 7	129,650	4	5,546	43,852	63,099	43,065	42,981	43,597	43,953	63,259	43,678	181	562,861	589,343	
onstable Pct. 8	128,995	4	3,098	42,928	63,842	42,857	43,827	43,003	44,403	65,200	42,880	5,640	566,673	588,373	
ounty Morgue	178,665	8	34,950	13,442	9,000	20,250	2,815	13,250	580,833	111,280	12,250	-	1,026,735	1,600,000	
griculture Ext.	98,736	3	3,308	36,020	49,725	36,019	34,434	33,972	33,118	47,020	34,975	2,037	439,364	498,415	
ublic Health # 1	355,988	10	5,842	130,558	158,073	114,408	105,164	100,836	107,110	148,526	105,808	51,291	1,483,604	1,636,115	
ublic Health # 2	301,323	10	0,346	118,009	136,915	104,779	94,165	92,635	99,007	135,898	101,780	49,138	1,333,995	1,496,972	
urse Practitioner	86,179	2	9,906	31,866	40,987	29,934	29,055	29,252	37,596	42,845	38,188	(2,794)	393,014	424,607	
hild Welfare	5,226	1	6,580		10,348	-	-		-	-	-	1-	32,154	120,000	
nv. Control	85,652	2	8,606	28,631	48,879	33,089	32,716	33,876	34,988	47,122	33,383	100	407,042	498,369	
ıd. Medical Svcs.	281,002	12	9,717	1,892,025	111,931	122,258	89,947	117,816	80,381	1,973,113	100,229	51,964	4,950,383	5,185,244	
mergency Mgmt.	56,025	2	0,068	19,946	29,441	20,820	19,728	20,741	19,781	29,577	20,540	-	256,667	293,565	
eaumont Maintenance	427,764	22	3,591	242,232	229,992	274,377	149,329	179,250	275,811	222,661	195,095	101,561	2,521,663	3,137,421	
ort Arthur Maint.	180,104	6	3,288	63,227	85,873	82,592	66,943	69,518	109,868	95,520	66,269	67,005	950,207	1,014,770	
lid-County Maint.	56,386	1	6,927	17,297	24,544	15,581	13,385	14,052	15,408	19,913	13,708	18,420	225,621	295,282	
ervice Center	309,765	11-	4,833	106,286	110,068	120,042	144,076	116,670	111,094	142,840	110,246	75,579	1,461,499	1,496,925	
eteran Service	81,401	2'	9,817	27,208	40,345	27,805	27,384	27,696	27,507	34,786	20,088	297	344,334	378,740	
osquito Control	683,798	12	4,642	115,710	154,318	296,263	269,825	182,359	307,368	420,183	208,078	5,706	2,768,250	3,136,844	
obacco Settlement	250,000		-	-				-	1-	-	-	-	250,000	250,000	
ebt Service Funds	2,800	36	4,050	-	_	600		-	5,294,050	-	-	-	5,661,500	5,662,850	
contingency	-,	,				-	-	-	-		-	<u>~</u>		238,298	

#### Jefferson County, Texas Statement of Bonded Indebtedness For The Month Ending September 30, 2024 (Unadjusted)

	Beginning									Ending
	Amount	2023-	-2024 Requirements				2023-2024 Paym	ents		Amount
Issue	Outstanding	Principal In	iterest Fees	Total		Principal	Interest	Fees	Total	Outstanding
2012 Refunding Bonds	\$ 8,790,000	\$ 4,325,000 \$ 2	263,700 \$ 2,500	\$ 4,591,200	\$	4,325,000 \$	263,700 \$	2,000 \$	4,590,700 \$	4,465,000
2019 Certificates of Obligation	13,245,000	605,000	464,150 2,500	1,071,650	_	605,000	464,150	1,650	1,070,800	12,640,000
	\$ 22,035,000 \$	4,930,000 \$ 7	727,850 \$ 5,000 \$	5,662,850	\$	4,930,000 \$	727,850 \$	3,650 \$	5,661,500 \$	17,105,000

# Jefferson County, Texas Statement of Transfers In and Out For The Month Ending September 30, 2024 (Unadjusted)

	Fund	Transfers In	_	Transfers Out	
100					•8
120	General Fund	_		7,752,404	(a)
120	General Fund	-		687,937	(b)
210	Security Fund	530,000	(a)	-	
225	Juvenile Prob & Detention	71,340	(a)	-	
230	Commuity Supervision Fund	-		129,590	(a)
233	Mentally Impaired Offender	9,066	(a)	_	
237	Community Corrections Program	35,099			
239	Drug Diversion Program	85,425	(a)	-	
241	Sheriff Department Grants	5,781	(b)	_	
245	Crime Victim's Clearing	211,106	(b)	_	
257	Auto Theft Grant	35,147	(b)	_	
282	VAWA Fund	35,903	(b)	_	
311	Capital Projects	5,262,110	(a)	-	
550	SETEC Fund	1,888,954	(a)	=	
854	GLO Disaster Recovery	224,829	(b)		
865	Marine Division	12,600	(b)	64,964	(b)
876	Sheriff-Spindletop Grant	100,134	(b)	-	
885	2021 Port Security Grant	75,037	(b)	-	
886	2022 Port Security Grant	8,589	(b)	12,600	(b)
887	2023 Port Security Grant	56,375	(b)	-	(-)
		\$8,647,495	-	\$8,647,495	

<sup>(</sup>a) Budgeted Transfer

<sup>(</sup>b) Grant Match

# Jefferson County, Texas Statement of Comp-Time Liability For The Fourth Quarter - September 30, 2024 (Unadjusted)

	Cumulative	Current
Department	Hours	Liability
Road & Bridge # 1	436.87	\$ 12,195.83
Road & Bridge # 2	318.00	10,081.77
Road & Bridge # 3	347.32	10,438.16
Road & Bridge # 4	20.00	522.05
Engineering	45.12	1,583.88
Tax Assessor/Collector	221.65	5,650.32
Human Resources	-	_
County Auditor	109.31	3,839.44
County Clerk	574.60	14,499.06
County Judge	0.01	0.13
Treasurer	0.01	0.12
Printing	-	-
Purchasing Department	8.50	216.47
MIS	307.76	9,828.46
Voter Registration	11.39	368.40
Elections Department	170.74	4,567.92
District Attorney	0.01	0.13
District Clerk	606.75	15,347.39
Criminal District Court	79.51	2,481.48
58th District Court	1.63	50.71
172nd District Court	-	-,
252nd District Court	2.37	89.64
317th District Court	0.01	0.14
Justice of Peace Pct. 1 Pl. 1	74.26	2,064.09
Justice of Peace Pct. 1 Pl. 2	223.50	5,971.72
Justice of Peace Pct. 2	-	-
Justice of Peace Pct. 4	-	_
Justice of Peace Pct. 6	4.87	134.60
Justice of Peace Pct. 7	50.38	1,522.78
Justice of Peace Pct. 8	-	_
County Court at Law #2	48.56	1,424.37
County Court at Law #3	0.01	0.10
Court Master	0.01	0.16
Dispute Resolution Center	118.87	2,888.68
Sheriff's Department	12,797.12	525,938.77
Crime Lab	168.98	7,349.16
Correctional Facility	12,367.84	388,394.99
Juvenile Probation	159.51	4,157.39
Juvenile Detention Home	322.02	6,831.29
Constable Pct. 1	300.62	10,302.05

# Jefferson County, Texas Statement of Comp-Time Liability For The Fourth Quarter - September 30, 2024 (Unadjusted)

	Cumulative	Current
Department	Hours	Liability
Constable Pct. 2	14.00	\$ 666.73
Constable Pct. 4	148.50	7,065.69
Constable Pct. 6	111.80	3,000.62
Constable Pct. 7	29.04	1,270.19
Constable Pct. 8	24.00	596.58
Public Health No. 1	45.00	1,048.14
Public Health No. 2	4.57	109.08
Nurse Practitioner	45.38	1,453.38
Environmental Control	-	*
Indigent Health	-	=
Emergency Management	79.50	2,663.22
Mosquito Control	529.12	14,556.52
Maintenance - Beaumont	420.58	9,911.40
Maintenance - Port Arthur	231.25	5,927.83
Maintenance- Mid County	78.75	2,172.44
Service Center	48.00	1,346.57
Veterans' Services Office	6.63	144.32
Airport	1,154.23	27,257.72
Visitors' Center	148.25	2,807.82
Grant A Basic Probation	27.38	828.94
Grant A Mental Health Service	8.26	273.22
Grant A Community Programs	45.50	1,252.96
Grant A Pre and Post Adjudication	24.12	452.98
Community Supervision	218.97	5,709.76
Adult Surveillance Program	-	-
Community Corrections	27.00	627.59
High Need Program	15.00	389.75
TJPC Grant Contract M	21.00	586.92
Drug Diversion	47.88	1,217.38
Juvenile Probation and Detention	1.50	23.51
Mentally Impaired Offender	_	_
Auto Theft	145.25	5,773.70
Sheriff Mental Health Liaison -Cnty	155.87	6,288.25
Sheriff Mental Health Liaison	497.76	19,208.37
Marine Division	4,448.12	184,724.80
Courthouse Security	426.00	18,317.52
Total	39,126.32	\$ 1,376,415.55
Comp-Time Liability at 09/30/2023	36,982.33	\$1,273,818.58

PGM: GMCOMMV2	DATE			PAGE: 1
NAME	10-29-2024	AMOUNT	CHECK NO	.407 TOTAL
JURY FUND				
DAWN DONUTS		87.00	522666	87.00**
ROAD & BRIDGE PCT.#1				
ADAMS BACKHOE SERVICE SPIDLE & SPIDLE M&D SUPPLY ACE IMAGEWEAR VERIZON WIRELESS ADVANCE AUTO PARTS ODP BUSINESS SOLUTIONS, LLC MODERN CONCRETE & MATERIALS LLC TRIANGLE EQUIPMENT II LLC		353.00 1,126.50 28.72 77.07 76.72 76.46 755.91 106.94	522533 522537 522569 522577 522602 522712 522724 522732	2,661.34**
ROAD & BRIDGE PCT.#2				
ROAD & BRIDGE PCT.#2  SPIDLE & SPIDLE AUDILET TRACTOR SALES ACE IMAGEWEAR TRI-CITY FASTENER & SUPPLY BUMPER TO BUMPER CENTERPOINT ENERGY RESOURCES CORP MARTIN PRODUCT SALES LLC ACT PIPE AND SUPPLY MARTIN MARIETTA MATERIALS CY-FAIR TIRE CHARTER COMMUNICATIONS  ROAD & BRIDGE PCT. # 3		3,788.01 107.80 19.92 59.15 2866.51 1,362.50 221.52 4,105.11 1,091.47	522541 5225783 52225624 52226625 522266365 52226670 5222710	11,285.69**
ROAD & BRIDGE PCT. # 3				11,203.09
A&A EQUIPMENT AUDILET TRACTOR SALES BEAUMONT TRACTOR COMPANY CITY OF PORT ARTHUR - WATER DEPT. ENTERGY SMART'S TRUCK & TRAILER, INC. SOUTHERN TIRE MART, LLC VERIZON WIRELESS SOUTHEAST TEXAS PARTS AND EQUIPMEN O'REILLY AUTO PARTS GULF COAST CHARTER COMMUNICATIONS MUNRO'S UNIFORM SERVICES, LLC	T	770.00 100 430.00 430.4.40 406.17 48607 485007 5899648 5,380998 1,3653	522541 5225447 52225578 52225578 522225605 522226678 522226678 52222714	11,263.28**
ROAD & BRIDGE PCT.#4				,
CASH ADVANCE ACCOUNT SMART'S TRUCK & TRAILER, INC. UNITED STATES POSTAL SERVICE MARTIN PRODUCT SALES LLC ASCO WAUKESHA-PEARCE INDUSTRIES LLC O'REILLY AUTO PARTS GULF COAST WASHINGTON COUNTY TRACTOR, INC ODP BUSINESS SOLUTIONS, LLC MUNRO'S UNIFORM SERVICES, LLC		607.82 1,027.02 5.85 7,672.00 305.52 232.77 984.15 446.85 1,375.61	522566 5225677 52226628 52226569 522266781 52226995 5222714	10 555 2544
PARKS & RECREATION				12,775.37**
ENTERGY VERIZON WIRELESS LOWE'S HOME CENTERS, INC.		622.51 37.99 79.41	522563 522602 522614	739.91**
GENERAL FUND				
TAX OFFICE			_	
UNITED STATES POSTAL SERVICE		342.44	522607	342.44*
COUNTY HUMAN RESOURCES				

COUNTY HUMAN RESOURCES

PGM:	GMCOMMV2	DATE 10-29-2024			PAGE: 2
	NAME		AMOUNT	CHECK NO.	408 TOTAL
SIERRA ODP BUS	STATES POSTAL SERVICE SPRING WATER CO BT SINESS SOLUTIONS, LLC NT OCCUPATIONAL SERVICES		.69 75.47 137.49 287.95	522607 522609 522712 522721	F01 C0+
AUDITOR	R'S OFFICE				501.60*
FRAN M. UNITED AMAZON	. LEE STATES POSTAL SERVICE CAPITAL SERVICES		1,129.85 2.35 19.99	522585 522607 522718	1,152.19*
COUNTY	CLERK				1,152.19"
UNITED	STATES POSTAL SERVICE		223.74	522607	223.74*
COUNTY	JUDGE				223.74
GERMER UNITED ROCKY I JERRY O HARVEY BRITTAN THOMSON	INE BRUNEY PLLC STATES POSTAL SERVICE LAWDERMILK JOHN BRAGG L WARREN III NIE HOLMES N REUTERS-WEST CAPITAL SERVICES		500.00 500.00 5.26 1,800.00 500.00 2,250.00 137.38 18.18	522564 522590 5226015 5226638 5222640 52226555 5222718	C 010 00+
RISK MA	ANAGEMENT				6,210.82*
UNITED VERENIO	STATES POSTAL SERVICE CE ROSALES		11.58 61.80	522607 522660	73.38*
COUNTY	TREASURER				, 5 , 5 ,
UNITED	MPUTER CENTERS, INC. STATES POSTAL SERVICE		677.22 208.44	522589 522607	885.66*
	NG DEPARTMENT		070 00	F00660	
	ON 4 LLC CITIZENS BANK		270.00 998.00	522668 522728	1,268.00*
PURCHAS	SING DEPARTMENT				1,200.00
THE EXA PORT AF UNITED	RTHUR NEWS, INC.		493.70 208.75 481.72 7.02	522555 522556 522571 522607	1,191.19*
	L SERVICES ICAL SPECIALTIES, INC.		25.00	522535	
CASH AI SPINDLE CROWN ( ROCHEST LJA ENC BOSWORT CHARTEE CHARTEE	DVANCE ACCOUNT DVANCE ACCOUNT ETOP MHMR CASTLE INTERNATIONAL FER ARMORED CAR CO INC GINEERING INC FH PAPERS R COMMUNICATIONS R COMMUNICATIONS R COMMUNICATIONS		38, 1, 299 1, 663 1, 827 2, 434 2, 442 2, 442 237 46	522566 55681 5222664491 5222267005 522227706	54,147.61*
DATA PI	ROCESSING			•	-,
FED EX CDW CON VERIZON MICRO E BIWAY N STEEPME ODP BUS	MPUTER CENTERS, INC. N WIRELESS FOCUS (US), INC.		14,377.30 152.45 259,970.53 75.98 3,127.38 3,845.00 6,600.14 268.12 132.52	522552 522557 522589 522632 522689 522699 522718	

PGM: GMCOMMV2	DATE			PAGE: 3
NAME	10-29-2024	AMOUNT	CHECK NO.	409 TOTAL
FACILITY GATEWAY CORPORATION FORTRA LLC		1,392.96 1,708.26	522719 522726	21 650 64*
VOTERS REGISTRATION DEPT			25	1,650.64*
UNITED STATES POSTAL SERVICE		603.99	522607	603.99*
ELECTIONS DEPARTMENT				003.99"
THE EXAMINER UNITED STATES POSTAL SERVICE		990.00 104.44	522556 522607	1,094.44*
DISTRICT ATTORNEY				1,001.11
KIRKSEY'S SPRINT PRINTING TDCAA BOOK ORDERS TAMARA DEROUEN JAMES ARCENEAUX UNITED STATES POSTAL SERVICE PACER SERVICE CENTER THOMSON REUTERS-WEST HIGGINBOTHAM INSURANCE AGENCY INC MATT TURNER ODP BUSINESS SOLUTIONS, LLC CAMEO TRAVEL SERVICE AMAZON CAPITAL SERVICES CHASTANG FORD		24.95 179.53 42.53 65.88 149.60 4,772.65 1420.65 14657.93 2,1079.93 48,748.00	522566 5225886 52225607 5222266652 55222266667 55222227718 5522227718 55222275555555555555555555555555555555	10 F00 26*
DISTRICT CLERK			5	58,589.26*
CONSOLIDATED ELECTRICAL DIST INC. FED EX UNITED STATES POSTAL SERVICE AERIALINK, LLC ODP BUSINESS SOLUTIONS, LLC		350.00 61.84 217.71 212.11 142.14	522551 522557 522607 522688 522712	983.80*
CRIMINAL DISTRICT COURT				963.60
THOMAS J. BURBANK PC WENDELL RADFORD UNITED STATES POSTAL SERVICE JOEL WEBB VAZQUEZ KIMBERLY R. BROUSSARD		800.00 800.00 1.25 800.00 2,656.50	522545 522573 522607 522623 522633	5,057.75*
58TH DISTRICT COURT				3,037.73
UNITED STATES POSTAL SERVICE		.69	522607	.69*
136TH DISTRICT COURT				
LEXIS-NEXIS		220.00	522608	220.00*
252ND DISTRICT COURT				
WENDELL RADFORD UNITED STATES POSTAL SERVICE		800.00 .69	522573 522607	
279TH DISTRICT COURT				800.69*
NATHAN REYNOLDS, JR. CHARLES ROJAS LANGSTON ADAMS JOEL WEBB VAZQUEZ KIMBERLY PHELAN, P.C. REAUD MORGAN & QUINN LLP BRITTANIE HOLMES THOMSON REUTERS-WEST WILLIAM FORD DISHMAN JULLIANA REYES ALICIA K HALL PLLC SHELANDER LAW OFFICE		1,397.00 1,320.00 1,320.00 1,540.00 1,550.00 990.00 1,573.00 1,573.00 1,540.00	57916 57916 222561236 5222266234 552222266557 55222222226689 552222222222 552222222222222222222222	4,033.00*
317TH DISTRICT COURT				

317TH DISTRICT COURT

PGM: GMCOMMV2	DATE 10-29-2024			PAGE: 4
NAME	10-29-2024	AMOUNT	CHECK NO	.410 TOTAL
PHILLIP DOWDEN SOUTHEAST TEXAS WATER JOEL WEBB VAZQUEZ KIMBERLY PHELÂN, P.C. JULLIANA REYES AMAZON CAPITAL SERVICES GORDON FRIESZ		650.00 29.20 325.00 1,300.00 253.00 269.98 105.00	522540 522579 522623 522626 522674 522718 522725	0.030.104
JUSTICE COURT-PCT 1 PL 1				2,932.18*
UNITED STATES POSTAL SERVICE THOMSON REUTERS-WEST ODP BUSINESS SOLUTIONS, LLC		78.70 137.38 140.48	522607 522655 522712	256 56*
JUSTICE COURT-PCT 1 PL 2				356.56*
UNITED STATES POSTAL SERVICE		39.61	522607	39.61*
JUSTICE COURT-PCT 6				39.01
UNITED STATES POSTAL SERVICE DIRECTV, LLC		32.17 99.24	522607 522698	131.41*
JUSTICE COURT-PCT 7				
DEPARTMENT OF INFORMATION RESOURCES		.03	522592	.03*
COUNTY COURT AT LAW NO.1				
UNITED STATES POSTAL SERVICE		22.77	522607	22.77*
COUNTY COURT AT LAW NO. 2				
TODD W LEBLANC JACK LAWRENCE DONALD BOUDREAUX JOHN EUGENE MACEY MARVA PROVO CHARLES ROJAS UNITED STATES POSTAL SERVICE LANGSTON ADAMS LAURIE PEROZZO MATUSKA LAW FIRM LAW OFFICE OF GILES R COLE & ASSOC		250.00 250.00 425.00 300.00 400.00 4250.00 400.00 400.00	5388 5388 53383 5225543 52225579 552222566137 5522222222222222222222222222222222222	2 400 604
COUNTY COURT AT LAW NO. 3				3,400.69*
DONALD BOUDREAUX UNITED STATES POSTAL SERVICE LANGSTON ADAMS JOEL WEBB VAZQUEZ RAEGAN MINALDI		250.00 13.80 700.00 550.00 300.00	522543 522607 522616 522623 522733	1,813.80*
COURT MASTER				1,013.00
UNITED STATES POSTAL SERVICE LAWRENCE E THORNE III		.69 1,880.94	522607 522644	1,881.63*
MEDIATION CENTER				_, ~~~
UNITED STATES POSTAL SERVICE		6.90	522607	6.90*
SHERIFF'S DEPARTMENT				
FED EX SABINE NECHES CHIEFS ASSOCIATION CDW COMPUTER CENTERS, INC. DEPARTMENT OF INFORMATION RESOURCES VERIZON WIRELESS UNITED STATES POSTAL SERVICE FIVE STAR FEED SATCOM DIRECT COMMUNICATIONS INC MDE INC		18.58 300.00 74.98 537.28 3,837.01 2,021.90 142.00 1,100.00 7,245.00	522559 522575 522589 522592 522607 522619 522641	

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PGM: GMCOMMV2	DATE 10-29-2024			PAGE: 5
NT 70 N/LT-1		AMOUNT	CHECK NO	.411 TOTAL
ERIN TECHNOLOGY LLC RITA HURT THOMSON REUTERS-WEST GALLS LLC HONESTY ENVIRONMENTAL SERVICES, INC EDEN K9 CONSULTING & TRAINING CORP ODP BUSINESS SOLUTIONS, LLC DATAPILOT, INC SHADOW TECH LLC CRIME LABORATORY		750.00 550.00 558.18 400.13 940.00 522.00 32.98 1,990.00 1,852.55	522647 522648 522653 5226692 5222697 5222712 5222735	22,872.59*
CRIME LABORATORY				, _, _, _,
FED EX SENTRY AIR SYSTEMS INC WATERS TECHNOLOGIES CORPORATION ODP BUSINESS SOLUTIONS, LLC		31.98 1,467.89 19,713.00 325.91	522560 522673 522700 522712	21,538.78*
JAIL - NO. 2				,,
JAIL - NO. 2  JOHNSTONE SUPPLY CITY OF BEAUMONT - WATER DEPT. J.S. EDWARDS & SHERLOCK INS. AGENCY W.W. GRAINGER, INC. LOWE'S HOME CENTERS, INC. BELT SOURCE CONSTELLATION NEWENERGY - GAS DIVIS THOMSON REUTERS-WEST GALLS LLC US CORRECTIONS LLC TRINITY SERVICES GROUP INC POWERDMS INC MASSEY SERVICES INC TRUE NORTH AERO LLC  JUVENILE PROBATION DEPT.  FED EX VERIZON WIRELESS UNITED STATES POSTAL SERVICE HANDLE WITH CARE BEHAVIOR		519.90 28,871.23 1,42.78 1,349.78 2,826.70 215.26 9297.300 1,220.35 3,540.97 3,540.97 3,821.80 50,821.00	964424735380948 22555612556678233 2222222222222222222222222222222222	98,312.38*
JUVENILE PROBATION DEPT.				70,312.30
FED EX VERIZON WIRELESS UNITED STATES POSTAL SERVICE HANDLE WITH CARE BEHAVIOR		$   \begin{array}{r}     11.16 \\     54.25 \\     14.22 \\     525.00   \end{array} $	522558 522602 522607 522613	604.63*
JUVENILE DETENTION HOME				001.00
JUVENILE DETENTION HOME  CITY OF BEAUMONT - WATER DEPT. HANDLE WITH CARE BEHAVIOR BEN E KEITH COMPANY CENTERPOINT ENERGY RESOURCES CORP VANSCHECA SANDERS-CHEVIS INDUSTRIAL & COMMERCIAL MECHANICAL FLOWERS BAKING COMPANY OF HOUSTON		5,373.17 525.00 479.31 180.08 500.00 4,250.00 103.02	522546 522613 522625 522630 522650 522716	11,410.58*
CONSTABLE PCT 1				11,110.50
VERIZON WIRELESS UNITED STATES POSTAL SERVICE		265.25 21.14	522602 522607	286.39*
CONSTABLE-PCT 2				
VERIZON WIRELESS		113.97	522602	113.97*
CONSTABLE-PCT 4				
VERIZON WIRELESS		113.97	522602	113.97*
CONSTABLE-PCT 6				
VERIZON WIRELESS UNITED STATES POSTAL SERVICE GALLS LLC		113.97 19.05 377.33	522602 522607 522663	510.35*
CONSTABLE PCT. 7				310.33
VERIZON WIRELESS		113.97	522602	113.97*
CONSTABLE PCT. 8				,

CONSTABLE PCT. 8

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VERTZON	NAME N WIRELESS		113.97		· ··· IOIAL
	TURE EXTENSION SVC		113.77	322002	113.97*
SE DIST AMAZON	F 9 EXT ASSOC OF FAMILY & CAPITAL SERVICES		160.00 388.71	522701 522718	548.71*
HEALTH	AND WELFARE NO. 1				540.71
COMMUNI UNITED SIERRA PROCTOF THOMSON EZEA D			900.00 900.00 88.49 116.88 900.00 161.89 3,490.91	522544 522550 522607 522610 522642 522655 522687	6,558.17*
	AND WELFARE NO. 2		106.05	500505	
SIERRA TERRI V PROCTOR	R'S MORTUARY INC N REUTERS-WEST		106.95 40.46 38.95 900.00 161.90 3,490.91	522587 522611 522629 522643 522655 522687	4,739.17*
NURSE I	PRACTITIONER				4,732.17
LESLIE SERVET	RIGGS MUHITTIN SATIR		85.69 1,000.00	522661 522694	1 005 60*
ENVIRON	NMENTAL CONTROL				1,085.69*
	OVANCE ACCOUNT MENT OF INFORMATION RESOURCES		972.16 .02	522566 522592	072 10*
INDIGEN	NT MEDICAL SERVICES				972.18*
CARDINA	N WIRELESS AL HEALTH 110 INC BENNETT		40.23 13,406.42 10.00	522602 522656 522684	13,456.65*
MAINTEN	NANCE-BEAUMONT				13,430.03
COBURN ENTERGY AT&T DEPARTN OTIS EI ADVANTA AT&T CO	SUPPLY COMPANY INC Y MENT OF INFORMATION RESOURCES LEVATOR COMPANY AGE INTERESTS INC DRP R COMMUNICATIONS		202.03 34,358.26 638.51 2.58 2,808.46 1,552.00 5,611.57 218.37	522549 522563 522581 522592 522620 522671 522690 522707	45,391.78*
MAINTEN	NANCE-PORT ARTHUR				13,371.70
LOWE'S TEXAS ( CHARTEF ODP BUS	L WELDING SUPPLY INC HOME CENTERS, INC. GAS SERVICE R COMMUNICATIONS SINESS SOLUTIONS, LLC N TIME LOCK AND KEY		125.00 320.53 475.55 496.26 345.41 150.00	522548 522614 522618 522709 522712 522727	1,912.75*
MAINTEN	NANCE-MID COUNTY				1,912.73
	POINT ENERGY RESOURCES CORP		111.05	522625	111.05*
	E CENTER				
JEFFERS JEFFERS JEFFERS	MENT OF INFORMATION RESOURCES SON CTY. TAX OFFICE SON CTY. TAX OFFICE SON CTY. TAX OFFICE SON CTY. TAX OFFICE		.01 7.50 7.50 7.50 7.50	522592 522593 522594 522595 522596	

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NAME  JEFFERSON CTY. TAX OFFICE TEXAS DEPARTMENT OF MOTOR VEHICLES		AMOUNT 7.50 7.50 7.50 7.50 7.50 7.50	CHECK NO. 522597 522598 522599 522600 522601 522664	75.01*
VETERANS SERVICE		01.00		
UNITED STATES POSTAL SERVICE		21.93	522607	21.93*
MOSQUITO CONTROL FUND			0.0	30,481.14**
JACK BROOKS REGIONAL AIRPORT SETZER HARDWARE, INC. ACE IMAGEWEAR UNITED PARCEL SERVICE CENTERPOINT ENERGY RESOURCES CORP ODP BUSINESS SOLUTIONS, LLC		241.56 10.78 77.60 27.75 47.81 385.22	522565 522576 522577 522584 522625 522712	700 7044
J.C. FAMILY TREATMENT				790.72**
MARY BEVIL		20.00	522685	20.00**
SECURITY FEE FUND				20.00
ALLIED UNIVERSAL SECURITY SERVICES		10,645.85	522683 1	0,645.85**
ENVIRONMENTAL GRANTS/H20				,
CASH ADVANCE ACCOUNT		732.87	522566	732.87**
EMPG GRANT		45.05		
SOUTHEAST TEXAS WATER AMAZON CAPITAL SERVICES		$46.95 \\ 274.48$	522580 522718	221 42++
JUVENILE PROB & DET. FUND				321.43**
VERIZON WIRELESS		71.19	522602	71.19**
GRANT A STATE AID				71.19
YOUTH ADVOCATE PROGRAMS INC		2,554.65	522631	2,554.65**
COMMUNITY SUPERVISION FND				2,334.03
VERIZON WIRELESS UNITED STATES POSTAL SERVICE JCCSC CHARTER COMMUNICATIONS ODP BUSINESS SOLUTIONS, LLC		33.21 146.06 250.00 194.84 1,058.40	522602 522607 522646 522708 522712	1,682.51**
COMMUNITY CORRECTIONS PRG				1,002.01
M&D SUPPLY		24.93	522569	24.93**
LAW OFFICER TRAINING GRT				
VECTOR SECURITY		134.85	522670	134.85**
J.P. COURTROOM TECH. FUND				
DELL MARKETING L.P. VERIZON WIRELESS		9,627.44 177.29	522552 522602	9,804.73**
HOTEL OCCUPANCY TAX FUND				,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
ENTERGY DEPARTMENT OF INFORMATION RESOURCES AT&T CORP CHARTER COMMUNICATIONS		1,516.74 1.10 265.00 130.63	522563 522592 522690 522703	

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NAME		AMOUNT	CHECK NO. 414 TOTAL
MUNRO'S UNIFORM SERVICES, LLC		58.54	522714 1,972.01**
DISTRICT CLK RECORDS MGMT			1/5/2.01
DELL MARKETING L.P.		33,680.14	522552 33,680.14**
GLO DISASTER GRANT HOME			337000.11
HONESTY ENVIRONMENTAL SERVICES, INC SOUTEX SURVEYORS & ENGINEERS DEE RICHARD REAL ESTATE LLC		2,085.00 10,350.00 7,915.50	522692 522720 522737 20,350.50**
CAPITAL PROJECTS FUND			20,330.30
FITTZ & SHIPMAN, INC.		3,500.00	522561 3,500.00**
AIRPORT FUND			3,300.00
AIRPORT LIGHTING COMPANY BEAUMONT TRACTOR COMPANY EASTEX RUBBER & GASKET VERIZON WIRELESS LOWE'S HOME CENTERS, INC. MUNRO'S SAFETY APPAREL, LLC CENTERPOINT ENERGY RESOURCES CORP SOUTHEAST TEXAS PARTS AND EQUIPMENT GALLS LLC TITAN AVIATION FUELS ODP BUSINESS SOLUTIONS, LLC		1,280.88 2,998.20 103.28 37.99 16.17 92.08 131.20 63.08 31.21 20,560.51	522534 522542 522553 522602 522614 522625 522625 522658 522663 522677 522712
SE TX EMP. BENEFIT POOL			25,452.65**
EXPRESS SCRIPTS INC UNITED HEALTHCARE SERVICES INC SECURIAN LIFE INSURANCE COMPANY MADISON NATIONAL LIFE INSURANCE COM LANTERN SPECIALTY CARE		220,854.91 148,932.13 21,531.43 8,424.85 1.59	522672 522682 522730 522731 522736 399,744.91**
PAYROLL FUND			399,744.91
JEFFERSON CTY FLEXIBLE SPENDING CLEAT JEFFERSON CTY. TREASURER INTERNAL REVENUE SERVICE JEFFERSON CTY. COMMUNITY SUP. JEFFERSON CTY. TREASURER - HEALTH JEFFERSON CTY. TREASURER - GENERAL JEFFERSON CTY. TREASURER - PAYROLL JEFFERSON CTY. TREASURER - PAYROLL POLICE & FIRE FIGHTERS' ASSOCIATION JEFFERSON CTY. TREASURER - TCDRS JEFFERSON COUNTY TREASURER JEFFERSON COUNTY - TREASURER JEFFERSON COUNTY - NATIONWIDE ALLSTATE BENEFITS CHUBB	2	17,782.90 13,797.86 13,557.86 6,026.74 563,970.00 563,970.00 13,203.60 10,203.60 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,203.61 10,20	522515 522516 522517 522518 522520 522522 522522 522522 522523 522524 522525 522526 522527 522528 522528 522530 522531 4,680,372.71**
JUSTICE COURT SUPPORT FND			
VERIZON WIRELESS		37.99	522602 37.99**
LANGUAGE ACCESS FUND			
RUBEN ZAPATA		800.00	522722 800.00**
ARPA CORONAVIRUS RECOVERY			
KUBOTA TRACTOR CORPORATION LEGACY COMMUNITY DEVELOPMENT CORP GUARDIANSHIP FEE		10,255.72 19,638.15	522639 522713 29,893.87**

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NAME	10-29-2024	AMOUNT	CHECK NO. 415	TOT	'AL
CHARLES ROJAS JAMES M BLACK		300.00	522591 522676	600.00	* *
CNTY & DIST COURT TECH FD				000.00	,
VERIZON WIRELESS		113.97	522602	113.97	**
MARINE DIVISION				113.97	
JACK BROOKS REGIONAL AIRPORT VERIZON WIRELESS		983.58 151.96	522565 522603 5,943,	135.54 731.75	**

# CONSIDER AND APPROVE BUDGET TRANSFER FOR ACCRUALS FY 2024

ACCOUNT NUMBER	DESCRIPTION	INCREASE	DECREASE
110-2027-412-1002	ASSISTANTS & CLERKS	256	
110-2027-412-1007	COURT REPORTER	402	
110-2027-412-3078	OFFICE SUPPLIES		658
120-2034-412-1002	ASSISTANTS & CLERKS	256	
120-2034-412-1007	COURT REPORTER	402	
120-2034-412-1042	BALIFF	201	
120-2034-412-2003	EMPLOYEES INSURANCE		859
120-2035-412-1002	ASSISTANTS & CLERKS	256	
120-2035-412-1007	COURT REPORTER	402	
120-2035-412-1042	BALIFF	201	
120-2035-412-2003	EMPLOYEES INSURANCE		859
120-2036-412-1001	DEPARTMENT HEAD	70	
120-2036-412-1002	ASSISTANTS & CLERKS	256	
120-2036-412-1007	COURT REPORTER	402	
120-2036-412-1042	BALIFF	201	
120-2036-412-2002	EMPLOYEES RETIREMENT	201	
120-2036-412-3084	MINOR EQUIPMENT		245
120-2036-412-5077	CONTRACTUAL SERVICES		885
120-3062-423-2001	FICA	5,891	
120-3062-423-1098	OVERTIME		5,891
120-8095-417-3037	GASOLINE	15,000	
120-3059-421-2001	FICA		15,000
			2125=
	Total	24,397	24,397

COUNT 22

# CONSIDER AND APPROVE BUDGET AMENDMENT FOR ADDITIONAL CAPITAL PROJECTS FY 2024

ACCOUNT NUMBER	DESCRIPTION	INCREASE	DECREASE
120-0000-491.80-06	TRANSFERS OUT - CAPITAL PROJECTS	2,500,000	
120-0000-491.80-01	TRANSFERS OUT - AIRPORT		366,274
120-1011-415.10-02	ASSISTANTS & CLERKS		399,262
120-3064-424.10-02	ASSISTANTS & CLERKS		213,715
120-1014-414.10-02	ASSISTANTS & CLERKS		199,038
120-3063-424.10-02	ASSISTANTS & CLERKS		196,621
120-3060-421.10-02	ASSISTANTS & CLERKS		166,466
120-2030-412.10-24	ATTORNEY		155,621
120-3059-421.10-43	DEPUTIES		120,422
120-1015-413.10-02	ASSISTANTS & CLERKS		118,346
120-3059-421.10-02	ASSISTANTS & CLERKS		110,877
120-1025-415.10-02	ASSISTANTS & CLERKS		109,793
120-2049-412.10-01	DEPARTMENT HEAD		106,869
120-9999-415.99-99	CONTINGENCY		236,696
	Total	2,500,000	2,500,000

COUNT 14

THE STATE OF TEXAS } HANGAR #7 / OFFICE SPACE

COUNTY OF JEFFERSON } LEASE AGREEMENT

**THIS AGREEMENT** entered into by and between Jefferson County, Texas, a subdivision of the State of Texas and <u>Kerr Tractor Southwest</u>, doing business in the State of Texas, made and entered into this <u>29th</u> day of <u>October</u>, <u>2024</u>.

**WHEREAS**, Jefferson County, hereinafter called "Lessor", owns and operates the Jack Brooks Regional Airport located in Jefferson County, Texas and

WHEREAS, Kerr Tractor Southwest, hereinafter called "Lessee", is qualified to do business in the State of Texas and desires to enter a Hangar/Office Rental Agreement with the Lessor for the purpose of leasing a hangar and office space with the understanding that the scope of business operations permitted by this agreement is limited to aircraft services including aircraft storage, light aircraft maintenance, and interior office space. Nothing in this agreement may be construed as conferring any rights to the exclusion of any other tenant of the Airport.

**WHEREAS**, Jefferson County represents that it has the right to grant the lease, together with all the facilities, rights, licenses, services, and privileges in the manner and to the extent hereinafter set forth:

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants hereinafter contained, the parties agree for themselves, their successors, legal representatives and assignees, as follows:

- 1. <u>Premises</u>. Lessor hereby leases to the Lessee exclusive space as depicted on the attached Exhibit "A" for aircraft services including aircraft storage, light aircraft maintenance, hangar space and an office. The space is more fully described as follows:
- 2. <u>Rate</u>. For and in consideration of the rent and covenants herein contained, Lessor agrees to lease space as follows: "<u>Hangar 7 Unit 1</u>" containing <u>6,750</u> square feet, more or less, of hangar space at a rate of <u>\$3.00 annually per sqft (\$1,687.50/month \$20,250.00/year)</u>, and "<u>Hangar 7 A</u>" containing 240 square feet, more or less, of office space at a rate of <u>\$10.05 annually per sqft (\$201.00/month \$2,412.00/year)</u>, for a total hangar and office rental rate of (<u>\$1,888.50/month \$22,662.00/year)</u>.
- 3. <u>Terms</u>. This agreement shall become effective <u>November 1st, 2024</u>, and shall be for a one (1) year period expiring on <u>October 30, 2025</u>, with the option of extending for one (1) additional one (1) year period; however, at the end of any lease period, Jefferson County reserves the right to reject the exercise of any option if necessary to take back any or all of the property for the County's use.
- 4. Rentals. Lessee covenants and agrees to pay to Lessor rental, when due, as described in Section 2 above. Lessee agrees to abide by all rules and regulations of the Federal Aviation Administration, the State of Texas, the Jack Brooks Regional Airport, Jefferson County Commissioner's Court, and any other duly constituted public authority having jurisdiction over the airfield, hangar and office space, its use or

occupancy.

- 5. <u>Due Date</u>. All rent shall be payable monthly, in advance, and shall be due on the first day of the month and shall be considered past due on the tenth day of each month. Rental installments not paid before the tenth of the month following its due date shall be assessed a \$50.00 late fee.
- 6. <u>Taxes</u>. Lessee agrees to pay any taxes or special assessments that may be levied against the leased premises, or against the leasehold interest, or against the Airport because of this lease, by any taxing unit or entity, whether levied against Lessor or Lessee, and Lessee further agrees to hold Lessor harmless from any claims or liens in connection with any such tax or special assessment. It shall be the responsibility of the Lessee to inform taxing authority of any cancellations and terminations of this agreement and to settle any obligated tax liability.
- 7. **Prohibited Uses**. Without first obtaining Lessor's written consent, Lessee shall not use the demised premises for any other activity except as expressly provided in this agreement. Lessee shall not:
  - a. Install and operate its own fueling facility for any purpose, sell fuel to the public, or operate a fueling operation as a fixed base operator in competition with the Lessor or any other fixed base operator approved by the Lessor.
  - b. Lessor shall not allow its employees or any other person to use the demises premises as a residence or the storage of vehicles or personal property not associated with its business activities.
  - c. Long-term storage of derelict aircraft and parts.
  - d. Lessor shall use the demised premises for aeronautical activity only with allowances for the storage of equipment directly associated with an aeronautical activity.
  - e. Storage of items or activities prohibited by local or state law.
  - f. Storage of fuel and other dangerous and hazardous materials. Lessee agrees not to fuel or defuel any aircraft inside the leased premises.
- 8. Standards for Aeronautical Use of Hangars. Aeronautical uses for hangars include:
  - a. Storage of active aircraft.
  - b. Final assembly of aircraft under construction.
  - c. Non-commercial construction of amateur-built or kit-built aircraft.
  - d. Maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of nonoperational aircraft
  - e. Lessee shall maintain adequate fire extinguishers suitable to address incidents arising out of any work performed inside leased premises.
  - f. Storage of aircraft handling equipment, e.g., tow-bars, glider tow equipment, workbenches, and tools and materials used in the servicing, maintenance, repair or outfitting of aircraft.
- 9. <u>Utilities</u>. Lessee shall be responsible for any and all deposits, fees, and monthly charges from the utility providers, including but not limited to electricity, water, sewer, and telephone, for the use of all utilities associated with the use of the leased space, unless said utilities cannot be separated in a manner reflecting their perspective usage.
- 10. <u>Lessor's Responsibilities</u>. Lessor shall, at its expense and risk, perform corrective-maintenance on the HVAC system; maintain the roof, foundation, exterior walls and weight-bearing interior walls, (excluding windows, window glass, and plate glass.) Lessor shall further maintain, paint, and keep in reasonable repair the exterior area.
- 11. Lessee's Responsibilities. By execution of this lease agreement, Lessee acknowledges that it has

inspected the leased premises, including the hangar, office, and common area, and accepts the same in an "as is" condition. Lessee shall, at its own expense and risk, maintain the exclusive space, including interior walls, floors, ceiling, doors, light fixtures and shall be responsible for painting and repairing the exclusive space, including preventative-maintenance and minor repairs to the HVAC system. Lessee shall further furnish, at its own expense and risk, any heat and air conditioning units, electrical wiring, and electrical fixtures necessitated by alterations to the exclusive space made by Lessee. Lessee shall be solely responsible for the risk of loss of all contents owned by Lessee or Lessee's Tenants.

- 12. **Janitorial Service**. Lessee shall provide its own janitorial service as needed.
- 13. <u>Alterations</u>. Lessee shall make no additions or alterations to the buildings and improvements of the leased premises without the written permission of the Airport Director of Lessor.
- 14. <u>Condition and Surrender</u>. Lessee shall, throughout the lease term, maintain the exclusive space as stated in Section 2 and keep it free from waste and nuisance, and shall deliver up the premises in a clean and sanitary condition at the termination of this lease in good repair and condition; reasonable wear and tear and damage by fire, tornado or other casualty excepted. In the event Lessee should neglect to reasonably maintain the exclusive space, Lessor shall have the right, but not the obligation, to cause repairs or corrections to be made, and any reasonable costs therefore shall be payable by Lessee to Lessor as additional rental on the next rental installment date.
- 15. <u>Hold Harmless.</u> Lessee shall indemnify and hold harmless Lessor of and from any and all claims, whether in contract or in tort, statutory or at common law, and from each and every claim, loss or demand of whatever nature, made by or on behalf of any third person or persons arising out of Lessee's use and occupation of the premises or operations on airport property, whether due to sole negligence of Lessee or whether due to the joint or concurrent negligence of Lessor and Lessee.
- 16. <u>Relationship of Parties.</u> It is expressly understood and agreed that Lessor shall, under no circumstances, be considered a bailee of Lessee's property, real or personal, during the term of this agreement or upon expiration or cancellation hereof. Further, Lessor shall not be liable for any loss of or damage to any personal property, fixtures, or equipment of Lessee installed or stored on the airport premises except to the extent liability therefore can be proven pursuant to an exception to sovereign immunity under the Texas Tort Claims Act. Any item(s) of personal property annexed to the realty to the extent that such property becomes "fixture(s)" shall, at the expiration or cancellation of this lease, become the property of Lessor.
- 17. Events of Default. If Lessee shall allow the rent to be in arrears more than three (3) days after written notice of such delinquency, or shall remain in default under any other condition of this lease for a period of three (3) days after written notice from Lessor, or should any other person than Lessee secure possession of the premises or any part thereof, by reason of any receivership, bankruptcy proceedings, or by operation of law in any manner whatsoever, then any of such events shall be deemed to be an event of default by Lessee under this lease. Upon the breach of any term or condition of this Agreement by Lessee, Jack Brooks Regional Airport shall have all rights and remedies available at law and equity, up to and including

immediate termination of this Agreement. In the event this Agreement is terminated for any reason including Lessee's default, failure to comply with applicable statues, ordinances and regulations; or expulsion from Airport, there will not be any refund of any fees paid to Jack Brooks Regional Airport by Lessee. Further, any obligation of Lessee to pay under this Agreement shall survive termination.

- 18. <u>Remedies.</u> Upon the occurrence of any event of default specified in section 17 hereof, Lessor shall have the option to pursue any remedy allowed by law and may, without further notice or demand terminate this lease in which event Lessee shall immediately surrender the premises to Lessor.
  - a. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Lessor hereunder or of damages occurring to Lessor by reason of the violation of any of the terms, provisions, and covenants herein contained. Lessor's acceptance of rent following an event of default hereunder shall not be construed as Lessor's waiver of such event of default. No waiver by Lessor of any violation or breach of any of the terms, provisions, and covenants herein contained shall be deemed or construed to constitute a waiver of any violation or breach of any of the terms, provisions, and covenants herein contained. Forbearance by Lessor to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. The loss or damage that Lessor may suffer by reason of termination of this lease as provided for above shall include the expense of repossession and any repairs or remodeling undertaken by Lessor following possession.
- 19. <u>Cancellation.</u> Lessor shall have the right, for airport purposes, to cancel this lease in its entirety, to be effective at the end of any specified month, provided it gives not less than sixty (60) days written notice to Lessee of its intent to cancel this lease. Upon the effective date of such cancellation this lease shall be considered null and void as to any subsequent obligations by and between the parties. Lessee shall vacate the premises on or before the effective date of such cancellation. After the effective date of cancellation, if Lessee has not vacated the premises, he shall be construed to be a tenant at will of Lessor.
  - a. Lessee shall have the right to cancel this lease in its entirety, to be effective at the end of any specified month, provided it gives not less than sixty (60) days written notice to Lessor of its intent to cancel this lease. Upon the effective date of such cancellation this lease shall be considered null and void as to any subsequent obligations by and between the parties. Lessee shall vacate the premises on or before the effective date of such cancellation. After the effective date of cancellation, if Lessee has not vacated the premises, he shall be construed to be a tenant-at-will of Lessor.
  - b. In the event Lessee remains in possession of the leased premises after the expiration of this agreement without any written renewal thereof, such holding over shall not be deemed as a renewal or extension of this agreement, but shall create only a tenancy from month to month that may be terminated at any time by either party upon thirty (30) days written notice. Such holding over shall otherwise be upon the same terms and conditions as set forth in this agreement.

- 20. <u>Assignment.</u> Lessee agrees not to assign or sublease the premises leased, or any part thereof, or any right or privilege connected therewith, or to allow any other person, except Lessee's agents and employees, to occupy the premises or any part thereof, without first obtaining the Lessor's written consent, which will not be unreasonably withheld. Lessee's interest in this lease is not assignable by operation of law, nor is any assignment of his interest herein permitted. Lessor acknowledges renting hangar space may be part of Lessee's business operation, and storage of aircraft within leased premises is not considered as assignment or sublease.
- 21. <u>Right of Entry</u>. Lessor reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this agreement. Lessor shall attempt to provide Lessee reasonable advanced notice except in the case of an emergency.
- 22. <u>Assurances</u>. Lessee covenants and agrees to comply with all rules and regulations of the Federal Aviation Administration, and all Federal, State and Local laws and ordinances now in effect or hereafter promulgated, and the same are made a part of this agreement by reference as though they were set forth herein.
- 23. <u>Airport Regulations</u>. The Lessee covenants and agrees to observe and obey the rules and regulations of the Airport, Federal Aviation Administration (FAA), Transportation Security Administration (TSA), State of Texas, an any other entities having jurisdiction as promulgated by governmental authority, in the conduct of its operations on the premises and airport.
  - a. Lessee shall provide for the security of the Air Operations Area (AOA) to prevent ground entry or movement of unauthorized persons from or through the leased premises in accordance with any regulations imposed upon Lessor by the TSA and or FAA. Lessee will indemnify and hold harmless Lessor, its officers and employees, from any charges, fines, or penalties that may be levied by any agency of the United States or the State of Texas by reason of Lessee's failure to comply with this requirement. Lessee shall adhere to any security requirements set by the Airport under the Airport's approved Airport Security Plan (ASP).
  - b. Lessee, or lessee's designees, must complete Driving on the Airfield training prior to operating a vehicle on any ramps, aprons, or free areas between hangars. Training is available through the Operations Manager's office.
  - c. The Lessee and its successors and assigns, will not make or permit any use of the property which would interfere with landing or taking-off of aircraft at the Airport, or otherwise constitute an airport hazard, including such items as electrical and electronic interference with communications, electrical or electronic equipment, creation of dust or glaring or misleading lights.
- 24. <u>Insurance</u>. The Lessee shall, at all times during the term of this lease, maintain insurance coverage with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the Lessee. These requirements do not establish limits of the Lessee's liability. All policies of insurance

shall waive all rights of subrogation against the Airport and Jefferson County, its officers, employees and agents and the Airport and Jefferson County shall be named "additional insured" on workers' compensation policy and liability coverage.

- a. Prior to execution of this agreement, certified copies of original insurance policies shall be furnished to the Airport. The Airport reserves the right to require additional insurance should it deem necessary.
- b. Lessee shall have and maintain complete and adequate Worker's Compensation Insurance (with waiver of subrogation to the Airport and Jefferson County), as required.
- c. Lessee shall have and maintain complete and adequate Commercial General Liability insurance of One Million Dollars (\$1,000,000.00) each occurrence; and in addition shall provide property damage liability insurance in a minimum sum of Five Hundred Thousand Dollars (\$500,000.00) for property damage growing out of any accident or other cause.
- d. Lessee shall have and maintain complete and adequate Automobile Liability Insurance, with Combined Single Limit of Five Hundred Thousand Dollars (\$500,000.00), for any vehicles operated by Lessee on the airfield.
- e. The amounts of minimum coverage herein specified may be modified from time to time in compliance with Jefferson County standard requirements and Lessee shall maintain the insurance with insurance underwriters authorized to do business in the State of Texas. Each policy or certificate shall contain a provision that written notice of cancellation or any material change in the policy by the insurer shall be delivered to Lessor, thirty (30) days in advance of the effective date thereof.
- 25. <u>Affirmative Action.</u> The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from:
  - a. Participating in any employment activities covered in 14 CFR Part 152, Subpart E, and
  - b. Participation in, denied benefits of, or be otherwise subjected to discrimination in the use of said facilities. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered sub-organizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.
  - c. In the event of a breach of any of the above nondiscrimination covenants, lessor will have the right to terminate this agreement and to re-enter and repossess said leased premises and facilities and hold same as if said lease had never been entered into, and there upon all improvements shall revert to and vest in and become the absolute property of Jefferson County and its assigns.
- 26. **Notices.** Notices to Lessor provided for herein shall be sufficient if sent by certified mail, return receipt requested addressed to:

#### AIRPORT DIRECTOR

Jack Brooks Regional Airport 5000 Jerry Ware Dr, Suite 100 Beaumont, Texas 77705

and notices to said Lessee, if sent by certified mail, return receipt requested, addressed to:

Kerr Tractor Southwest LTD. 10285 Highway 105 Suite A Beaumont, TX, 77713

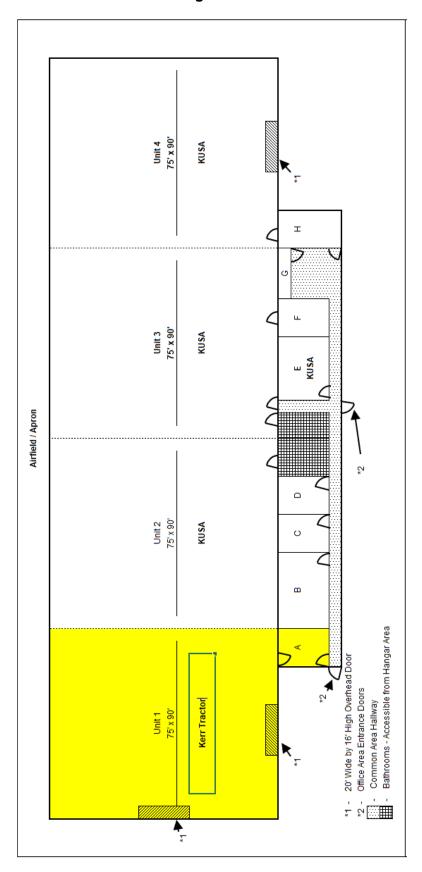
1 Tel. 409.727.8279 Option 2

Email: accounting@KerrTractor.com

or to such other addresses as the parties may designate to each other in writing from time to time.

LESSOR: Jack Brooks Regional Airport
Ву:
Jeff Branick
Jefferson County – County Judge
LESSEE:
Ву:
James Kerr
Authorized Representative

Exhibit A – Leased Premises – Office & Hangar



THE STATE OF TEXAS } HANGAR #7 / OFFICE SPACE

COUNTY OF JEFFERSON } LEASE AGREEMENT

**THIS AGREEMENT** entered into by and between Jefferson County, Texas, a subdivision of the State of Texas and KUSA Aviation, LLC, doing business in the State of Texas, made and entered into this 29th day of October, 2024.

**WHEREAS**, Jefferson County, hereinafter called "Lessor", owns and operates the Jack Brooks Regional Airport located in Jefferson County, Texas and

WHEREAS, KUSA Aviation, LLC, hereinafter called "Lessee", is qualified to do business in the State of Texas and desires to enter a Hangar/Office Rental Agreement with the Lessor for the purpose of leasing a hangar and office space with the understanding that the scope of business operations permitted by this agreement is limited to aircraft services including aircraft storage, light aircraft maintenance, and interior storage space. Nothing in this agreement may be construed as conferring any rights to the exclusion of any other tenant of the Airport.

**WHEREAS**, Jefferson County represents that it has the right to grant the lease, together with all the facilities, rights, licenses, services, and privileges in the manner and to the extent hereinafter set forth:

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants hereinafter contained, the parties agree for themselves, their successors, legal representatives and assignees, as follows:

- 1. <u>Premises</u>. Lessor hereby leases to the Lessee exclusive space as depicted on the attached Exhibit "A" for aircraft services including aircraft storage, light aircraft maintenance, hangar space and an office. The space is more fully described as follows:
- 2. <u>Rate</u>. For and in consideration of the rent and covenants herein contained, Lessor agrees to lease space as follows: "<u>Hangar 7 Units 2, 3 & 4</u>" containing 6,750 square feet each, more or less, for a total of 20,250 square feet of hangar space at a rate of \$3.00 annually per sqft (\$5,062.50/month \$60,750.00/year), and "<u>Hangar 7 E</u>" containing 420 square feet, more or less, of storage space at a rate of \$8.00 annually per sqft (\$280.00/month \$3,360.00/year), for a total hangar and office rental rate of (\$5,342.50/month \$64,110.00/year).
- 3. <u>Terms</u>. This agreement shall become effective <u>November 1st, 2024</u>, and shall be for a one (1) year period expiring on <u>October 30, 2025</u>, with the option of extending for one (1) additional one (1) year period; however, at the end of any lease period, Jefferson County reserves the right to reject the exercise of any option if necessary to take back any or all of the property for the County's use.
- 4. **Rentals**. Lessee covenants and agrees to pay to Lessor rental, when due, as described in Section 2 above. Lessee agrees to abide by all rules and regulations of the Federal Aviation Administration, the State of Texas, the Jack Brooks Regional Airport, Jefferson County Commissioner's Court, and any other

- duly constituted public authority having jurisdiction over the airfield, hangar and office space, its use or occupancy.
- 5. <u>Due Date</u>. All rent shall be payable monthly, in advance, and shall be due on the first day of the month and shall be considered past due on the tenth day of each month. Rental installments not paid before the tenth of the month following its due date shall be assessed a \$50.00 late fee.
- 6. <u>Taxes</u>. Lessee agrees to pay any taxes or special assessments that may be levied against the leased premises, or against the leasehold interest, or against the Airport because of this lease, by any taxing unit or entity, whether levied against Lessor or Lessee, and Lessee further agrees to hold Lessor harmless from any claims or liens in connection with any such tax or special assessment. It shall be the responsibility of the Lessee to inform taxing authority of any cancellations and terminations of this agreement and to settle any obligated tax liability.
- 7. **Prohibited Uses**. Without first obtaining Lessor's written consent, Lessee shall not use the demised premises for any other activity except as expressly provided in this agreement. Lessee shall not:
  - a. Install and operate its own fueling facility for any purpose, sell fuel to the public, or operate a fueling operation as a fixed base operator in competition with the Lessor or any other fixed base operator approved by the Lessor.
  - b. Lessor shall not allow its employees or any other person to use the demises premises as a residence or the storage of vehicles or personal property not associated with its business activities.
  - c. Long-term storage of derelict aircraft and parts.
  - d. Lessor shall use the demised premises for aeronautical activity only with allowances for the storage of equipment directly associated with an aeronautical activity.
  - e. Storage of items or activities prohibited by local or state law.
  - f. Storage of fuel and other dangerous and hazardous materials. Lessee agrees not to fuel or defuel any aircraft inside the leased premises.
- 8. Standards for Aeronautical Use of Hangars. Aeronautical uses for hangars include:
  - a. Storage of active aircraft.
  - b. Final assembly of aircraft under construction.
  - c. Non-commercial construction of amateur-built or kit-built aircraft.
  - d. Maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of nonoperational aircraft.
  - e. Lessee shall maintain adequate fire extinguishers suitable to address incidents arising out of any work performed inside leased premises.
  - f. Storage of aircraft handling equipment, e.g., tow-bars, glider tow equipment, workbenches, and tools and materials used in the servicing, maintenance, repair or outfitting of aircraft.
- 9. <u>Utilities</u>. Lessee shall be responsible for any and all deposits, fees, and monthly charges from the utility providers, including but not limited to electricity, water, sewer, and telephone, for the use of all utilities associated with the use of the leased space, unless said utilities cannot be separated in a manner reflecting their perspective usage.
- 10. <u>Lessor's Responsibilities</u>. Lessor shall, at its expense and risk, perform corrective-maintenance on the HVAC system; maintain the roof, foundation, exterior walls and weight-bearing interior walls, (excluding windows, window glass, and plate glass.) Lessor shall further maintain, paint, and keep in reasonable repair the exterior area.

- 11. Lessee's Responsibilities. By execution of this lease agreement, Lessee acknowledges that it has inspected the leased premises, including the hangar, office, and common area, and accepts the same in an "as is" condition. Lessee shall, at its own expense and risk, maintain the exclusive space, including interior walls, floors, ceiling, doors, light fixtures and shall be responsible for painting and repairing the exclusive space, including preventative-maintenance and minor repairs to the HVAC system. Lessee shall further furnish, at its own expense and risk, any heat and air conditioning units, electrical wiring, and electrical fixtures necessitated by alterations to the exclusive space made by Lessee. Lessee shall be solely responsible for the risk of loss of all contents owned by Lessee or Lessee's Tenants.
  - a. Lessee is leasing space inside the "office area" for the purpose of storage of aeronautical items. This storage space is intended for storage only and the rate charged to the lessee is thus reflected.
- 12. **Janitorial Service**. Lessee shall provide its own janitorial service as needed.
- 13. <u>Alterations</u>. Lessee shall make no additions or alterations to the buildings and improvements of the leased premises without the written permission of the Airport Director of Lessor.
- 14. <u>Condition and Surrender</u>. Lessee shall, throughout the lease term, maintain the exclusive space as stated in Section 2 and keep it free from waste and nuisance, and shall deliver up the premises in a clean and sanitary condition at the termination of this lease in good repair and condition; reasonable wear and tear and damage by fire, tornado or other casualty excepted. In the event Lessee should neglect to reasonably maintain the exclusive space, Lessor shall have the right, but not the obligation, to cause repairs or corrections to be made, and any reasonable costs therefore shall be payable by Lessee to Lessor as additional rental on the next rental installment date.
- 15. <u>Hold Harmless.</u> Lessee shall indemnify and hold harmless Lessor of and from any and all claims, whether in contract or in tort, statutory or at common law, and from each and every claim, loss or demand of whatever nature, made by or on behalf of any third person or persons arising out of Lessee's use and occupation of the premises or operations on airport property, whether due to sole negligence of Lessee or whether due to the joint or concurrent negligence of Lessor and Lessee.
- 16. <u>Relationship of Parties.</u> It is expressly understood and agreed that Lessor shall, under no circumstances, be considered a bailee of Lessee's property, real or personal, during the term of this agreement or upon expiration or cancellation hereof. Further, Lessor shall not be liable for any loss of or damage to any personal property, fixtures, or equipment of Lessee installed or stored on the airport premises except to the extent liability therefore can be proven pursuant to an exception to sovereign immunity under the Texas Tort Claims Act. Any item(s) of personal property annexed to the realty to the extent that such property becomes "fixture(s)" shall, at the expiration or cancellation of this lease, become the property of Lessor.
- 17. Events of Default. If Lessee shall allow the rent to be in arrears more than three (3) days after written notice of such delinquency, or shall remain in default under any other condition of this lease for a period of three (3) days after written notice from Lessor, or should any other person than Lessee secure possession of the premises or any part thereof, by reason of any receivership, bankruptcy proceedings, or by operation

of law in any manner whatsoever, then any of such events shall be deemed to be an event of default by Lessee under this lease. Upon the breach of any term or condition of this Agreement by Lessee, Jack Brooks Regional Airport shall have all rights and remedies available at law and equity, up to and including immediate termination of this Agreement. In the event this Agreement is terminated for any reason including Lessee's default, failure to comply with applicable statues, ordinances and regulations; or expulsion from Airport, there will not be any refund of any fees paid to Jack Brooks Regional Airport by Lessee. Further, any obligation of Lessee to pay under this Agreement shall survive termination.

- 18. <u>Remedies.</u> Upon the occurrence of any event of default specified in section 17 hereof, Lessor shall have the option to pursue any remedy allowed by law and may, without further notice or demand terminate this lease in which event Lessee shall immediately surrender the premises to Lessor.
  - a. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Lessor hereunder or of damages occurring to Lessor by reason of the violation of any of the terms, provisions, and covenants herein contained. Lessor's acceptance of rent following an event of default hereunder shall not be construed as Lessor's waiver of such event of default. No waiver by Lessor of any violation or breach of any of the terms, provisions, and covenants herein contained shall be deemed or construed to constitute a waiver of any violation or breach of any of the terms, provisions, and covenants herein contained. Forbearance by Lessor to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. The loss or damage that Lessor may suffer by reason of termination of this lease as provided for above shall include the expense of repossession and any repairs or remodeling undertaken by Lessor following possession.
- 19. <u>Cancellation.</u> Lessor shall have the right, for airport purposes, to cancel this lease in its entirety, to be effective at the end of any specified month, provided it gives not less than sixty (60) days written notice to Lessee of its intent to cancel this lease. Upon the effective date of such cancellation this lease shall be considered null and void as to any subsequent obligations by and between the parties. Lessee shall vacate the premises on or before the effective date of such cancellation. After the effective date of cancellation, if Lessee has not vacated the premises, he shall be construed to be a tenant at will of Lessor.
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  - b. In the event Lessee remains in possession of the leased premises after the expiration of this agreement without any written renewal thereof, such holding over shall not be deemed as a renewal

- or extension of this agreement, but shall create only a tenancy from month to month that may be terminated at any time by either party upon thirty (30) days written notice. Such holding over shall otherwise be upon the same terms and conditions as set forth in this agreement.
- 20. <u>Assignment.</u> Lessee agrees not to assign or sublease the premises leased, or any part thereof, or any right or privilege connected therewith, or to allow any other person, except Lessee's agents and employees, to occupy the premises or any part thereof, without first obtaining the Lessor's written consent, which will not be unreasonably withheld. Lessee's interest in this lease is not assignable by operation of law, nor is any assignment of his interest herein permitted. Lessor acknowledges renting hangar space may be part of Lessee's business operation, and storage of aircraft within leased premises is not considered as assignment or sublease.
- 21. <u>Right of Entry</u>. Lessor reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this agreement. Lessor shall attempt to provide Lessee reasonable advanced notice except in the case of an emergency.
- 22. <u>Assurances</u>. Lessee covenants and agrees to comply with all rules and regulations of the Federal Aviation Administration, and all Federal, State and Local laws and ordinances now in effect or hereafter promulgated, and the same are made a part of this agreement by reference as though they were set forth herein.
- 23. <u>Airport Regulations</u>. The Lessee covenants and agrees to observe and obey the rules and regulations of the Airport, Federal Aviation Administration (FAA), Transportation Security Administration (TSA), State of Texas, an any other entities having jurisdiction as promulgated by governmental authority, in the conduct of its operations on the premises and airport.
  - a. Lessee shall provide for the security of the Air Operations Area (AOA) to prevent ground entry or movement of unauthorized persons from or through the leased premises in accordance with any regulations imposed upon Lessor by the TSA and or FAA. Lessee will indemnify and hold harmless Lessor, its officers and employees, from any charges, fines, or penalties that may be levied by any agency of the United States or the State of Texas by reason of Lessee's failure to comply with this requirement. Lessee shall adhere to any security requirements set by the Airport under the Airport's approved Airport Security Plan (ASP).
  - b. Lessee, or lessee's designees, must complete Driving on the Airfield training prior to operating a vehicle on any ramps, aprons, or free areas between hangars. Training is available through the Operations Manager's office.
  - c. The Lessee and its successors and assigns, will not make or permit any use of the property which would interfere with landing or taking-off of aircraft at the Airport, or otherwise constitute an airport hazard, including such items as electrical and electronic interference with communications, electrical or electronic equipment, creation of dust or glaring or misleading lights.

- 24. <u>Insurance</u>. The Lessee shall, at all times during the term of this lease, maintain insurance coverage with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the Lessee. These requirements do not establish limits of the Lessee's liability. All policies of insurance shall waive all rights of subrogation against the Airport and Jefferson County, its officers, employees and agents and the Airport and Jefferson County shall be named "additional insured" on workers' compensation policy and liability coverage.
  - a. Prior to execution of this agreement, certified copies of original insurance policies shall be furnished to the Airport. The Airport reserves the right to require additional insurance should it deem necessary.
  - b. Lessee shall have and maintain complete and adequate Worker's Compensation Insurance (with waiver of subrogation to the Airport and Jefferson County), as required.
  - c. Lessee shall have and maintain complete and adequate Commercial General Liability insurance of One Million Dollars (\$1,000,000.00) each occurrence; and in addition shall provide property damage liability insurance in a minimum sum of Five Hundred Thousand Dollars (\$500,000.00) for property damage growing out of any accident or other cause.
  - d. Lessee shall have and maintain complete and adequate Automobile Liability Insurance, with Combined Single Limit of Five Hundred Thousand Dollars (\$500,000.00), for any vehicles operated by Lessee on the airfield.
  - e. The amounts of minimum coverage herein specified may be modified from time to time in compliance with Jefferson County standard requirements and Lessee shall maintain the insurance with insurance underwriters authorized to do business in the State of Texas. Each policy or certificate shall contain a provision that written notice of cancellation or any material change in the policy by the insurer shall be delivered to Lessor, thirty (30) days in advance of the effective date thereof.
- 25. <u>Affirmative Action.</u> The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from:
  - a. Participating in any employment activities covered in 14 CFR Part 152, Subpart E, and
  - b. Participation in, denied benefits of, or be otherwise subjected to discrimination in the use of said facilities. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered sub-organizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.
  - **c.** In the event of a breach of any of the above nondiscrimination covenants, lessor will have the right to terminate this agreement and to re-enter and repossess said leased premises and facilities and hold

same as if said lease had never been entered into, and there upon all improvements shall revert to and vest in and become the absolute property of Jefferson County and its assigns.

26. **Notices.** Notices to Lessor provided for herein shall be sufficient if sent by certified mail, return receipt requested addressed to:

# AIRPORT DIRECTOR Jack Brooks Regional Airport 5000 Jerry Ware Dr, Suite 100 Beaumont, Texas 77705

and notices to said Lessee, if sent by certified mail, return receipt requested, addressed to:

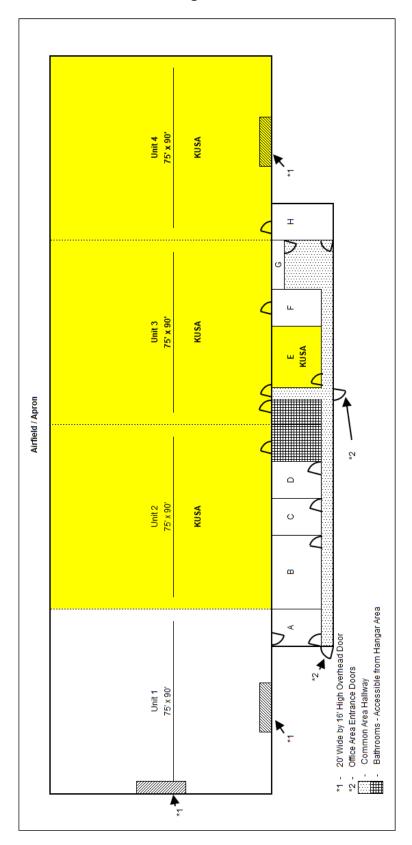
KUSA Aviation, LLC 4700 Hangar Dr. Beaumont, TX, 77705 1 Tel. 409.727.7900

Email: KKnupple@KUSAAviation.com

or to such other addresses as the parties may designate to each other in writing from time to time.

LESSOR: Jack Brooks Regional Airport
Ву:
Jeff Branick
Jefferson County – County Judge
LESSEE:
Ву:
Kyle Knupple, CEO
KUSA Aviation, LLC

Exhibit A – Leased Premises – Office & Hangar



# TEXAS DEPARTMENT OF TRANSPORTATION GRANT FOR ROUTINE AIRPORT MAINTENANCE PROGRAM

#### (State Assisted Airport Routine Maintenance)

**TxDOT Project ID: M2520BMPT** 

#### **Part I - Identification of the Project**

TO: The County of Jefferson, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

This Grant is made between the Texas Department of Transportation, (hereinafter referred to as the "State"), on behalf of the State of Texas, and the County of Jefferson, Texas, (hereinafter referred to as the "Sponsor").

This Grant Agreement is entered into between the State and Sponsor shown above, under the authority granted and in compliance with the provisions of the Transportation Code Chapter 21.

The project is for **airport maintenance** at the BEAUMONT/PORT ARTHUR - JACK BROOKS RGNL Airport.

#### Part II - Offer of Financial Assistance

1. For the purposes of this Grant, the annual routine maintenance project cost, Amount A, is estimated as found on Attachment A, Scope of Services, attached hereto and made a part of this grant agreement.

State financial assistance granted will be used solely and exclusively for airport maintenance and other incidental items as approved by the State. Actual work to be performed under this agreement is found on Attachment A, Scope of Services. State financial assistance, Amount B, will be for ninety percent (90%) of the eligible project costs for this project or \$100,000.00, whichever is less, per fiscal year and subject to availability of state appropriations.

Scope of Services, Attachment A, of this Grant, may be amended, subject to availability of state funds, to include additional approved airport maintenance work. Scope amendments require submittal of an Amended Scope of Services, Attachment A.

Services will not be accomplished by the State until receipt of Sponsor's share of project costs.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

Work shall be accomplished by August 31, 2025, unless otherwise approved by the State.

9/3/2024 Page 1 of 13

2. The State shall determine fair and eligible project costs for work scope. Sponsor's share of estimated project costs, Amount C, shall be as found on Attachment A and any amendments.

It is mutually understood and agreed that if, during the term of this agreement, the State determines that there is an overrun in the estimated annual routine maintenance costs, the State may increase the grant to cover the amount of the overrun within the above stated percentages and subject to the maximum amount of state funding.

The State will not authorize expenditures in excess of the dollar amounts identified in this Agreement and any amendments, without the consent of the Sponsor.

3. Sponsor, by accepting this Grant certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right to audit any books and records of the Sponsor to verify expended funds.

Upon execution of this Agreement and written demand by the State, the Sponsor's financial obligation (Amount C) shall be due in cash and payable in full to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay their obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-3. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

The State shall reimburse or credit the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount C).

- 4. The Sponsor specifically agrees that it shall pay any project costs which exceed the amount of financial participation agreed to by the State. It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State which are in excess of the percentage of financial assistance (Amount B) as stated in Paragraph II-1.
- 5. Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and reasonable cost. Reimbursement requests for locally contracted work shall be submitted on forms provided by the State and shall include copies of the invoices for materials or services. Payment shall be made for no more than 90% of allowable charges.

The State will not participate in funding for force account work conducted by the Sponsor.

6. This Grant shall terminate upon completion of the scope of services.

#### Part III - Additional Requirements for Certain Equipment

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- 1. Certain purchase, installation, and subscription costs for eligible air traffic and operations monitoring equipment ("Equipment") are reimbursable as provided in this Part. If Grantee is seeking reimbursement for eligible Equipment costs, it must be shown in Attachment A.
- 2. For eligible Equipment, the State will reimburse 90% of the initial cost to purchase and install, not to exceed \$3,000.00, and 90% of the annual subscription fee for subsequent years, not to exceed \$3,000.00 per year.
- 3. Notwithstanding Section 2, for the one year prior to a master plan or airport layout plan update, TxDOT will reimburse up to 90% of the eligible costs, not to exceed \$5,400.00.
- 4. Eligibility Requirements
  - A. The Equipment must include the following items, at a minimum;
    - 1. Triangulation
    - 2. Noise abatement
    - 3. Aircraft tracking data for 30 days
    - 4. Identification of pavement utilization by airplane design group for the entire airport
    - 5. Equal effectiveness at both towered and non-towered airports
    - 6. Tracking of military and government aircraft, including FAA blocked aircraft
  - B. In order for costs to be eligible for RAMP reimbursement:
    - 1. The Sponsor must maintain and operate the Equipment for 3 years.
    - 2. On at least a quarterly basis, the Sponsor must provide to the State all data produced and collected by the Equipment.
    - 3. To be eligible for reimbursement of the annual subscription fee after the first year, the Sponsor must participate in the Routine Airport Maintenance Program, have an executed Grant Agreement for that year, and comply with all grant requirements.

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- C. The State may conduct on-site or off-site monitoring reviews of the Equipment during the initial required 3-year term, and during any years Sponsor seeks reimbursement of subscription costs. The Sponsor shall fully cooperate with the State and provide any required documentation. The Sponsor shall grant full access to the Equipment to the State or its authorized designee for the purpose of determining compliance, including, but not limited to:
  - 1. Whether the Equipment, and its operation and maintenance, are consistent with the requirements set forth in the Grant Agreement and this First Amendment;
  - 2. Whether the Sponsor is making timely progress with installation of the Equipment, and whether its management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in the Grant Agreement and this First Amendment, and are fully and accurately reflected in reports submitted to the State.
- D. Failure to maintain compliance with these requirements may result in the Sponsor having to repay grant funds to the State.

#### Part IV - Sponsor Responsibilities

- 1. In accepting this Grant, if applicable, the Sponsor guarantees that:
  - a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Grant; and
  - b. the Airport or navigational facility which is the subject of this Grant shall be controlled by the Sponsor for a period of at least 20 years; and
  - c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Grant; and
  - d. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting and navigational aids; and

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- e. through the fence access shall be reviewed and approved by the State; and
- f. it shall not permit non-aeronautical use of airport facilities, unless noted on an approved Airport Layout Plan, without prior approval of the State/FAA. This includes but is not limited to: the process of land disposal, any changes to the aeronautical or non-aeronautical land uses of the airport, land's deeded use from non-aeronautical to aeronautical, requests of concurrent use of land, interim use of land, approval of a release from obligations from the State/FAA, any of which will require 18 months, or longer; and
- g. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and
- h. all fees collected for the use of the airport shall be reasonable and nondiscriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and
- i. an Airport Fund shall be established by resolution, order or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or a properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or another revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent grant or loan, Sponsor has complied with the requirements of this subparagraph; and
- j. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and
- k. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace, unless sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State.

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- l. mowing services will not be eligible for state financial assistance. Sponsor will be responsible for 100% of any mowing services.
- 2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.
- 3. The Sponsor's acceptance of this Offer and ratification and adoption of this Grant shall be evidenced by execution of this Grant by the Sponsor. The Grant shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.
  - If it becomes unreasonable or impractical to complete the project, the State may void this agreement and release the Sponsor from any further obligation of project costs.
- 4. Upon entering into this Grant, Sponsor agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this project. The Representative shall receive all correspondence and documents associated with this grant and shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor, and coordinate schedule for work items as required.
- 5. By the acceptance of grant funds for the maintenance of eligible airport buildings, the Sponsor certifies that the buildings are owned by the Sponsor. The buildings may be leased but if the lease agreement specifies that the lessee is responsible for the upkeep and repairs of the building no state funds shall be used for that purpose.
- 6. Sponsor shall request reimbursement of eligible project costs on forms provided by the State. All reimbursement requests are required to include a copy of the invoices for the materials or services. The reimbursement request will be submitted no more than once a month.
- 7. The Sponsor's acceptance of this Agreement shall comprise a Grant Agreement, as provided by the Transportation Code, Chapter 21, constituting the contractual obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the airport maintenance and compliance with the assurances and conditions as provided. Such Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this agreement.

#### **PART V - Nomination of the Agent**

1. The Sponsor designates the State as the party to receive and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.

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- 2. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent to perform the following services:
  - a. accept, receive, and deposit with the State any and all project funds granted, allowed, and paid or made available by the Sponsor, the State of Texas, or any other entity;
  - b. enter into contracts as necessary for execution of scope of services;
  - c. if State enters into a contract as Agent: exercise supervision and direction of the project work as the State reasonably finds appropriate. Where there is an irreconcilable conflict or difference of opinion, judgment, order or direction between the State and the Sponsor or any service provider, the State shall issue a written order which shall prevail and be controlling;
  - d. receive, review, approve and pay invoices and payment requests for services and materials supplied in accordance with the State approved contracts;
  - e. obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
  - f. reimburse sponsor for approved contract maintenance costs no more than once a month.

#### **PART VI - Recitals**

- 1. This Grant is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.
- 2. It is the intent of this grant to not supplant local funds normally utilized for airport maintenance, and that any state financial assistance offered under this grant be in addition to those local funds normally dedicated for airport maintenance.
- 3. This Grant is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Grant or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.

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- a. Of primary importance to the State is compliance with the terms and conditions of this Grant. If, however, after all reasonable attempts to require compliance have failed, the State finds that the Sponsor is unwilling and/or unable to comply with any of the terms of this Grant, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to this Grant, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to this Grant, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Grant null and void, or (5) any other remedy available at law or in equity.
- b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Grant, or for enforcement of any of the provisions of this Grant, is specifically set by Grant of the parties in Travis County, Texas.
- 4. The State reserves the right to amend or withdraw this Grant at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.
- 5. This Grant constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.
- 6. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

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## Part VII - Acceptances

## Sponsor

•		es ratify and adopt all statements, representations, warranties, conditions of this Grant.
Executed this	day of	, 20
		The County of Jefferson, Texas
		Sponsor
Sponsor Signature		
Sponsor Title		

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### **Acceptance of the State**

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

STATE OF TEXAS TEXAS DEPARTMENT OF TRANSPORTATION
By:
Date:

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#### Attachment A

# Scope of Services TxDOT Project ID: M2520BMPT

Eligible Scope Item:	Estimated Costs Amount A	State Share Amount B	Sponsor Share Amount C
GENERAL MAINTENANCE	\$111,111.11	\$100,000.00	\$11,111.11
TOTAL	\$111,111.11	\$100,000.00	\$11,111.11

Accepted by: The County of Jefferson, Texas		
		Signature
	Title:	
	Date:	

GENERAL MAINTENANCE: As needed, Sponsor may contract for services/purchase materials for routine maintenance/improvement of airport pavements, signage, drainage, AWOS systems, approach aids, lighting systems, utility infrastructure, fencing, herbicide/application, sponsor owned and operated fuel systems, hangars, terminal buildings and security systems; professional services for environmental compliance, approved project design. Special projects to be determined and added by amendment.

Airport Operations Counting Systems: The purchase and installation of specified air traffic and operations monitoring equipment ("Equipment") is eligible for reimbursement as provided in Part III

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

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#### **CERTIFICATION OF AIRPORT FUND**

TxDOT Pro	iect ID:	M2520BMPT

The County of Jefferson does certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.

		The County of Jefferson, Texas
		(Sponsor)
	By:	
	Title:	
	Date:	
Certification of State	Single Au	ıdit Requirements
I, do certify that the County of J	Jefferson v	vill comply with all requirements of the State
(Designated Representative) of Texas Single Audit Act if the County of Jeffer in any grant funding sources during the most reco requirements, the County of Jefferson will submit Department of Transportation. If your entity did expenditures, please submit a letter indicating the Audit performed for the most recent audited fisca	ently audition it the report not meet the at your entert the section in the secti	ted fiscal year. And in following those rt to the audit division of the Texas he threshold in grant receivables or
		Signature
		Title
		Date

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### DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

TxDOT Project ID:	M2520BMPT
The County of Jefferson , designates,	
	(Name, Title)
	o shall receive all correspondence and documents or shall acquire approvals and disapprovals for this grant
	The County of Jefferson, Texas
	(Sponsor)
	By:
	Title:
	Date:
DESIGNATED REPRESENTATIVE	
Mailing Address:	
Overnight Mailing Address:	
Telephone/Fax Number:	
Email address:	

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# Southeast Texas Auto Theft Task Force Interlocal Agreement FY2024 Senate Bill 224 Grant



City of Beaumont, Jefferson County,

City of Port Arthur,

Hardin County, Orange County,

Jasper County

#### INTERLOCAL AGREEMENT

#### SOUTHEAST TEXAS AUTO THEFT TASK FORCE

#### FY2024 Senate Bill 224 Grant

STATE OF TEXAS COUNTY OF JEFFERSON § §

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

#### **WITNESSETH**

WHEREAS, Beaumont, Port Arthur, Hardin County, Jasper County, Jefferson County, and Orange County, collectively herein after referred to as "Parties", have the objective to participate in a combined task force funded by the Motor Vehicle Crime Prevention Authority (MVCPA) of the State of Texas, in the amount of \$527,700.00 for the Southeast Texas Auto Theft Task Force, and,

WHEREAS, the Grantee and Sub-Grantees have agreed to contribute the total of \$0.00 in matching funds and \$0.00 in in-kind matching funds if said grant application is approved; and,

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

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

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

#### NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

#### ARTICLE I. PURPOSE

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

#### ARTICLE II. TERM

2.01 The term of this Agreement is to commence on May 21st, 2024 and to end May 20th, 2025.

#### ARTICLE III. CONSIDERATION

3.01 As consideration for this Agreement, the **Grantee and Sub-Grantees** agree to contribute a total of \$0.00 in matching funds and \$0.00 in in-kind matching funds for the enhancement of the funded grant program in the amounts and methods as follows:

Item Description	Amount	Method (Cash Paid/In Lieu of/In kind)
Travel; Equipment; Supplies and	\$0.00	N/A
Direct Operating Expenses		
Professional and Contractual	\$0.00	N/A
Services (Investigator's Benefits		
for Port Arthur employee)		
Professional and Contractual	\$0.00	N/A
Services (Investigator's Benefits		
for Jefferson County employee)		
Hardin County	\$0.00	N/A
Jasper County	\$0.00	N/A
Orange County	\$0.00	N/A
Total Source of Cash Match	\$0.00	

Item Description	Amount	Method (Cash Paid/In Lieu of/In kind)
Beaumont	\$0.00	
Port Arthur	\$0.00	
Jefferson County	\$0.00	
Hardin County	\$0.00	
Jasper County	\$0.00	
Orange County	\$0.00	
Total Source of In-Kind Match	\$0.00	

#### ARTICLE IV. ALLOCATION OF FUNDS

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

#### ARTICLE V. EQUIPMENT

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

#### ARTICLE VI. AMENDMENTS

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

#### ARTICLE VII. LEGAL CONSTRUCTION

7.01 In the event any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

#### ARTICLE VIII. UNIFORM ASSURANCES

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

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

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

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

Clean Air Act & Federal Water Pollution Control Act - Grantee represents and warrants that it will comply with all applicable standards, orders or regulations issued pursuant to the Clean

Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

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

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

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

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

Davis-Bacon Act and the Copeland Act - Grantee represents and warrants that it will comply with the requirements of the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as

supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction") and the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874).

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

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

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

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

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

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

Excluded Parties - Grantee certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with

Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States

Department of the Treasury, Office of Foreign Assets Control.

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

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

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

Indemnification - to the extent permitted by law Grantee shall defend, indemnify and hold harmless the state of Texas and agency, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of, or resulting from any acts or omissions of Grantee or its agents, employees, subcontractors, order fulfillers, or suppliers of

subcontractors in the execution or performance of the contract and any purchase orders issued under the contract. The defense shall be coordinated by Grantee with the office of the Texas Attorney General when Texas state agencies are named defendants in any lawsuit and Grantee may not agree to any settlement without first obtaining the concurrence from the office of the Texas Attorney General. Grantee and agency agree to furnish timely written notice to each other of any such claim.

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

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

Lobbying Expenditure Restriction - Grantee represents and warrants that Agency's payments to Grantee and Grantee's receipt of appropriated or other funds under the contract or grant are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures

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

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

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

Texas Public Information Act - Information, documentation, and other material in connection with this Solicitation or any resulting contract or grant may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Grantee is required to make any information created or exchanged with the State pursuant to the contract or grant, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

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

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

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

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

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

#### ARTICLE X. FINANCIAL ADMINISTRATION

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

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

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

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

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

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

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

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

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

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

#### ARTICLE XI. COMPLIANCE

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

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

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

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

#### ARTICLE XII. ENTIRE AGREEMENT

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

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

EXECUTED by the City of Beaumont this	day of
, 2024	
CITY OF BEAUMONT, TEXAS	
By:Kenneth Williams, City Manager	

EXECUTED by the City of Port Arthur this	day of
, 2024	
CITY OF PORT ARTHUR, TEXAS	
By: Ronald Burton City Manager	

EXECUTED by Jefferson County this	24th day of
<b>October</b> , 2024	Something of the state of the s
JEFFERSON COUNTY, TEXAS	STAMINGSIONER OF THE PROPERTY
By: Jeff Branick County Judge	THE SAME OF THE PARTY OF THE PA
ATTEST	Wa QUA

EXECUTED by Hardin County this	day of
, 2024	
HARDIN COUNTY, TEXAS	
By:	

EXECUTED by Jasper County this day of
, 2024
JASPER COUNTY, TEXAS
By:

EXECUTED by Orange County this day	OI
, 2024	
ORANGE COUNTY, TEXAS	
By:	

# Exhibit A FY2024 Senate Bill 224 Grant Final Negotiated Application



Senate Bill 224 Grant Negotiation for 2024

The Application was submitted by Kenneth Williams at 7/31/2024 1:17:27 PM and is now locked.

The confirmation Number is 2024073100269.

Primary Agency / Grantee Legal Name: City of Beaumont

Organization Type: Law Enforcement

Organization ORI (if applicable): TX1230100: BEAUMONT PD (MIP)

Program Title Please enter a short description of the proposed program that can be used as the title. Southeast Texas Auto Theft Task Force

Application Category (See Request for Applications [RFA] for category details and descriptions RFA Priority Funding Section):

New Grant - 2024 is the first year of the MVCPA Catalytic Conveter Program Grants, All 2024 grant applicants use the new grant category.

MVCPA Program Category (see RFA and TAC 43, 3 §57.14). Check all that apply.

- Law Enforcement, Detection and Apprehension
- Prosecution, Adjudication and Conviction
- Reduction of the Theft of Catalytic Converters
- Education Programs and Marketing

#### Taskforce Grant Participation and Coverage Area

Provide a General Description of the Participating and Coverage Area of this Grant Application Jefferson, Hardin, Orange, and Jasper counties and all municipalities therein.

Define in the tables below the grant relationships and geographic area of the Catalytic Converter program:

Applicant will add the participating and coverage agencies from the ORI list below. If an agency is not in the ORI list, please include the agency and role in the general description above. Make sure to follow the definitions below and select an agency in the dropdown. Use the Add as Participating Agency or Add as Coverage Agency button to populate the list.

Participating Agencies are agencies that materially participate in the grant application through the exchange of funds for reimbursement and cash match. Participating agencies are defined after the grant award by interlocal/interagency agreements. Each applicant must select their own agency first. Then select agencies that will receive or provide funding and/or resources. [Note: Interlocal/interagency agreements do not need to be submitted with the application. Interlocal agreements will need to be executed prior to the first payment being made if selected for a grant. Letters of support with the application from the participating agencies are strongly recommended.]

Coverage Agencies are agencies that provided some level of coverage, assistance or support by this grant application but will not materially exchange funds as cash match or reimbursement. The coverage is not supported by an after the award with interlocal/interagency agreements. Coverage agencies as law enforcement agencies may have jurisdictional coverage agreements unrelated to the grant (Ex. City Y is within County X or vice versa). Agencies selected in this list include agencies that will be covered or where the agency indicates that their agency will coordinate or call upon the program. Letters of support with the application from the participating agencies are strongly recommended.

**Total Travel** 

Select Agencies to Add	Participatin	g Agencies			overage Agencie	S
Select Agencies	JEFFERSON CO SO			HARDIN COS	0	Â
Not associated with any law enforcement entit	BEAUMONT PD (MIP)		1	KOUNTZE PD SILSBEE PD		<b>国</b>
Anderson ANDERSON CO SO (AE) [TX0010000]	PORT ARTHUR PD (AE)		3	SOUR LAKE F	מי	
PALESTINE PD [TX0010100]				LUMBERTON		
FRANKSTON PD [TX0010300]			3	JASPER CO S	0	
Andrews			1	JASPER PD		
ANDREWS CO SO [TX0020000]				KIRBYVILLE F		
Add as Participating Agencies	Delete S	selected		Ĺ	Delete Selected	
Add as Coverage Agencies						
Other Coverage (Use if ORI not listed or ex No text provided.	planation is necessary	<b>/.):</b>				
National Insurance Crime Bureau (NICB)	Used as Match (Docur	mentation a	nd time ce	rtification rec	uired.)	
Texas Department of Public Safety (DPS)						
☐ Other State or Federal Agency (specify:)						
Resolution: Complete a Resolution and submit application or send a request for an electronic co attached to this on-line application.	to local governing bod opy to <i>grantsMVCPA@</i>	y for approv D <i>txdmv.gov</i> .	al. <i>Sampl</i> The comp	e Resolution pleted and ex	is found in the Re ecuted Resolution	quest for must be
	Grant Budg	net Form				
IVCPA recommends that the applicant completenen enter the desired amount of Cash Match (no rant and match amounts.  Budget Entry Option:	the total costs (MVC	PA and Cas	h Match c , §57.36)	ombined) for . The system	this program. The will then calculate	applicant car the correct
Enter Total and let system calculate MVCPA     Enter MVCPA and Cash Match Amounts	Funds and Cash Matc	ch, Match Pe	ercentage:	9	6	
lick on category name to edit budget detail for t	hat category.					
				Cash		
Budget Category	F	MVCPA xpenditure		Match enditures	Total Expenditures	In-Kind Match
Personnel Participation Personnel	_	ponana.				
Fringe						
Overtime						
Professional and Contract Services						
Travel					A0.17.700	
Equipment		\$247,7		\$0	\$247,700	
Supplies and Direct Operating Expenses	(DOE)	\$280,0		\$0	\$280,000	
Total		\$527,7	<b>'</b> 00	\$0	\$527,700	
Cash Match Percentage	1			0.00%		
Description	Subcategory F	oct Time	MVCPA Funds	Cash Mat	ch Total	In-Kind Match
Tatal Barrasson al	Personnel					
Total Personnel						
	Fringe					
Total Fringe						
	O					
Tabel Occupies	Overtime					
Total Overtime						
Profe	essional and Contrac	t Services				
Total Professional and Contract Services		<del>-</del>				
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Description	Subcategory Pct Time Equipment	MVCPA Funds	Cash Match	Total	In-Kind Match
Little Deficial an Albaha Malan Discondens	Eduibinent	\$6,800	\$0	\$6.800	
High Definition Night Vision Binoculars		• •			
4-Post Automotive Service Lift		\$12,800	\$0	\$12,800	
Cordless DOT Peen Marking System		\$7,700	\$0	\$7,700	
Video Wall Board		\$99,500	\$0	\$99,500	
3 Side Video Display		\$20,600	\$0	\$20,600	
2- 2023 4X4 1/2 ton Crew Cab 4dr trucks		\$92,900	\$0	\$92,900	
Ariel Drone (UAV)		\$7,400	\$0	\$7,400	
Total Equipment		\$247,700	\$0	\$247,700	
Supplies and	Direct Operating Expenses	(DOE)			
FLOCK Cameras/LPR's		\$280,000	\$0	\$280,000	
Total Supplies and Direct Operating Expenses (D	OE)	\$280,000	\$0	\$280,000	

#### **Budget Narrative**

#### F. Equipment

High Definition Night Vision Binoculars (Pulsar HD XP50 Thermal Imaging) with built-in photo and recording capability. 2.5x-20x magnification with built-in wi-fi (2.5 / 5Ghz) allowing for streaming to a smartphone through the Stream Vision 2 Mobile Application. This equipment will be used for nighttime operations to detect Catalytic Converter thieves in larger areas, such as apartment complexes, hotel parking lots and fleet vehicle parking areas. (\$6,800.00) Rotary 4-Post Service Lift with 14,000 pound lifting capacity and 182" wheelbase with closed front (220/Single Phase Power and Automotive Lift Institute Certified). Delivery and installation are in the total price. This lift will add to the 12,000 pound 4-post service lift the task force already has. The additional lift would be used for Catalytic Converter engraving as well as being used for vehicle inspections relating to other motor vehicle crimes. (\$12,800.00) Flymark Cordless Mini DOT Peen Marking System with an integrated barcode scanner, from Rocklin Manufacturing Co. The system comes with two batteries, battery charger and protective carrying case. This system will be used to mark Catalytic Converters on vehicles with the corresponding VIN, which will be read by the barcode scanner and automatically populate the system with correct VIN to be stamped on the converter. (\$7,700.00) 4X3 Video Wall: Cables & Connectors (16 @ \$29.00 each \$464.00); Mounting Hardware (16 @ \$29.00 each \$464.00); Wire Management (16 @ \$29.00 each \$464.00); AMX.FGN2222A-SA Video, JPEG2000 Decoder, AES67 (12 @ \$1,143.00 each \$13,716.00); LG.55VSM5J-H Disp, 55" FHD, Even Bezel .44MM (12 @ \$4,080.00 each \$48,960.00; PEER.DS-VW775 Mount, Smart Mount Supreme (12 @ \$414.00 each \$4,968.00) Total for Equipment: \$60,036.00. Design, Engineering, Fabrication, Project Management, Installation, Commissioning, Training and Warranty \$30,349.00. (Total project: \$99,385.00) 3 Side Display: Mounting Hardware (2 @ \$29.00 Each \$58.00); Wire Management (2 @\$29.00 Each \$58.00); MAX.FGN2222A-SA Video, JPEG2000 Decoder, AES67 (3 @ 1.143.00 Each \$3,429.00); LG.86UR340C9UD Disp.TV, 86", 4K, UHD 330NIT (3 @ \$2,520.. Each \$7,560.00); Peer.ST680 Mount, Universal Tilt for 61" -102" FL (3 @ \$147.00 Each \$441.00) Total Equipment: \$11,546.00. Design, Engineering, Fabrication, Project Management, Installation, Commissioning, Training and Warranty \$9,061.00. (Total Project: \$20,607.00) These Video walls will be used along with the Beaumont Police Department Real Time Crime Center using FUSUS to monitor public and private video feeds throughout the city and area, as a real time force multiplier. This equipment will enable live feeds from ongoing operations, such as live feeds from drones, pole cameras, bait vehicles (which the Southeast Texas Auto Theft Task Force will be employing) cell phones, ring door bell cameras, FLOCK LPR/Cameras and traffic cameras. This also adds the ability to respond more quickly and obtain more information on crimes like Catalytic Converter theft from a Motor Vehicle as they occurring or right after they have occurred. This would greatly enhance the efforts of the Task Force in the combatting Catalytic Converter theft, not just in the ability to monitor areas of Catalytic Converter thefts, also the amount of intelligence that would be gleaned from this effort. 2023 Ford F-150 Crew Cab 4 Door Trucks (2 @ \$46,500.00 Each (Total: \$92,900.00) One of the vehicles being requested is to replace a vehicle for the Jefferson County Deputy. The vehicle that had been being used was a seized vehicle from Jefferson County. That vehicle was totaled in a wreck that left the deputy seriously injured. The driver of the other vehicle was Intoxicated. The Deputy is now driving a 2013 Chevrolet Tahoe (VIN: 1GNLC2E07DR361582) with 128,786 miles on it and is in poor shape. The other vehicle is a replacement for a Gray 2016 Ford F-150 (VIN: 1FTEW1CF5GKE60361) and has approximately 118,000 miles on it and is 8 years old. (Total: \$92,900.00) DJI Mavic 3T Plus Combo: Comes with Mavic 3T Aircraft (UAV) Mavic 3 Intelligent Flight Battery, microSD Card 64GB, Gimbal Protector, Mavic 3 Enterprise Series Propellers (Pair) x3, RC Pro Enterprise controller, Screwdriver, USB-C Power Adapter (100W), 100W Power Adaptor AC Cable, USB-C Cable, USB-C to USB-C Cable, Protector Case, DJI Mavic 3 Enterprise Series RTK Module, DJI Mavic 3 Enterprise Series Battery Kit for charging batteries to prolong flight time. (\$7,400.00) This drone has a conventional camera (56x Hybrid zoom), as well as, Thermal imaging (640x512 px), both of which can be viewed simultaneously. The flight time on one battery is rated at 45 minutes. 3 additional batteries and a Series Charging Hub come with the package for extended flight time in more lengthy surveillance operations. Ideally suited for nighttime operations. Video storage is 64GB and the video can also be viewed remotely. (\$7,400.00)

#### G. Supplies and Direct Operating Expenses (DOE)

The Task force is requesting funding for 88 FLOCK LPR/Cameras. 80 Short Range LPR/Cameras (80 @ \$3,000.00 per year \$240,000.00) and 8 Long Range LPR/Cameras (8 @ \$5,000.00 per year \$40,000) for a total of \$280,000.00. This contract would be paid yearly and the equipment is leased, so there would be no equipment inventory or repairs to equipment. The Flock LPR/Camera system will be an integral part of the Task Force intelligence gathering network. This intelligence will be used to identify Catalytic Converter theft from a Motor Vehicle actors vehicles and increase the probability of identifying actors to make arrests and recover stolen Catalytic Converters.

#### Revenue

Indicate Source of Cash and In-Kind Matches for the proposed program. Click on links to go to match detail pages for entry of data.

#### Cash Match

#### In-Kind Match

**Statistics to Support Grant Problem Statement** 

Reported Cases	2022	2023
Jurisdiction	Catalytic Converter Theft	Catalytic Converter Theft
Beaumont PD	428	100
Jefferson CO SO	18	4
Nederland	0	2
Orange PD	14	3
Port Arthur PD	71	10
Kountze PD	1	0
Sour Lake PD	4	0
Vidor PD	8	0
Lumberton PD	1	3

#### Add/Edit Statistics

#### **Application Narrative**

# Grant Introduction (Executive Summary) and General Information

- 1.1 Briefly describe the organization and program operation. Provide a high level summary to the application and how it will affect the local community. (500 words or less)
  - The Southeast Texas Auto Theft Task Force has been an integral part of reducing motor vehicle crimes, including the particularly disruptive issue of Catalytic Converter Theft, in Jefferson, Orange, Hardin, and Jasper Counties since 1993. Comprised of dedicated personnel from the Beaumont Police Department, Port Arthur Police Department, and the Jefferson County Sheriff's Office, the task force has consistently worked to combat these crimes, which have significant economic and social impacts on the affected communities. Catalytic Converter Theft not only causes financial losses for individuals and businesses but also disrupts essential activities such as work commutes, school runs, medical visits, and grocery shopping. The ripple effects extend to industries like petrochemicals, which rely on uninterrupted transportation for their operations. To address this pressing issue, the task force plans to leverage technology and force multipliers such as License Plate Readers (LPRs / Cameras), drones, and night vision binoculars, as well as the Beaumont Police Department Real Time Crime Center, to gather intelligence on Catalytic Converter theft activities. Additionally, the task force will continue inspections of Metal Recycling Entities, Used Parts Dealers, and Salvage Yards and Repair Shops to identify any entities involved in the illegal purchase or sale of stolen Catalytic Converters. This intelligence-gathering effort will utilize various sources, including community input, crime patterns, and trends analysis, as well as surveillance, covert operations, and tips from programs like Crime Stoppers. The implementation of SB224, known as The Deputy Darren Almendarez Act, will enhance legal support to arrest and prosecute offenders involved in Catalytic Converter Theft. By working closely with the judicial system, the task force aims to ensure thorough investigations and maximize prosecution outcomes. Furthermore, community engagement and education initiatives will play a crucial role in preventing Catalytic Converter Theft. This includes awareness presentations, marking events for Catalytic Converters, and fostering relationships with law enforcement agencies within and outside the coverage area to facilitate collaboration and information sharing. Ultimately, the goal of the Southeast Texas Auto Theft Task Force is to reduce Catalytic Converter theft and enhance the safety and security of all communities in the State of Texas through proactive enforcement, public education, and collaborative efforts.
- 1.2 Describe the taskforce governing, organization and command structures. Include a description of the nature of support and agreements that will be in place if the grant is awarded. Provide any details unique to the taskforce organization or geographical target area. Describe whether any part of this grant will be directed to serve a specific target population (or subset of the community)? The Southeast Texas Auto Theft Task Force is a part of the Beaumont Police Department Criminal Investigations Division. There is a Captain of the Division, with Lieutenants over the units in the Division. The Auto Theft Task Force has a Lieutenant over the unit, that is also designated as the Commander / Program Director. The Lieutenant is responsible for oversight of all aspects of the Auto Theft Task Force and the grant. The Task Force Commander has a Sergeant that is designated as the Supervisor / Program Manager. The Sergeant is responsible for case assignments, monthly reports, quarterly progress reports and all other daily / weekly / monthly supervisory duties pertaining to case investigations, proposed activities or operations which further the grant goals and ensure that they are met. Investigators are responsible for case investigations and all other duties that are assigned. There are four investigators from the Beaumont Police Department, one investigator from the Jefferson County Sheriff's Department and one investigator from the Port Arthur Police Department. There will be Interlocal agreements in place with each of the four counties included in the coverage area, as well as the participating sub-grantee Departments, Jefferson County Sheriff's Department and Port Arthur Police Department. There will also be letters of agreement with the District Attorneys of each county in the coverage area. The four-county project area is comprised of numerous communities and according to the most recent US Census estimate (2020) the counties have a combined population of approximately 430,000, with nearly 60% residing in Jefferson County. The four-county project area is in the southeast

corner of the state, with a combined area of 2,361 square miles. There are 20 local law enforcement agencies in the coverage area. The major roadways which bisect the coverage area are as follows: Interstate 10 goes directly through Orange and Jefferson Counties and is the major southern coast to coast interstate highway in the United States. Highway 90 is also a major highway which cuts through the center of the City of Beaumont east to west. State Highway 105 also comes through Beaumont from the northwest. Highway 69/96/287 is the major north south highway coming directly through Jasper and Hardin counties into Beaumont and Port Arthur. There is also Highway 73, which is south of Beaumont closer to the coast of the Gulf of Mexico and runs from Winnie, TX to near Orange, TX. The Port of Beaumont, the Port of Port Arthur and the Port of Orange are also in the coverage area. The Coverage area is bounded by the Gulf of Mexico to the south and the Sabine River to the East, abutting the Louisiana state line in Orange County. The Neches River is the waterway that is the eastern boundary of the City of Beaumont and empties into the Sabine River near the Gulf of Mexico, Beaumont is the largest city along Interstate 10 between Houston and Baton Rouge, LA. The Beaumont area is also the 6th most densely populated area in the State. The City of Beaumont has a population of 115,013. The estimated daytime population, according to TxDoT (Beaumont Commuting Area Reports Portal), swells to 135,805. That influx of 20,792 also brings more vehicles into the city increasing the number of vehicles that become targets of Catalytic Converter Theft. There are over 100,000 vehicles per day that pass through the city limits of Beaumont on Interstate 10. (TXDOT TTP Web Viewer AADT) TXDOT reported there were over 390,000 vehicles registered within our four-county coverage area in 2021. More than half of these vehicles are in Jefferson County, which is primarily urban and suburban areas. The four-county project area had 531 vehicles that suffered Catalytic Converter thefts for 2022 and 119 Catalytic Converter thefts reported for 2023. (Numbers obtained from project area agencies that had accurate records of Catalytic Converter thefts) According to Texas Department of Licensing and Regulation records, there are 11 licensed Metal Recycling Entities in the four-county coverage area. There are 12 Used Auto Parts Recyclers in the four-county coverage area. The entire population of the coverage area will be served by the task force. The amount of service will be dictated by the need for assistance from agencies in the coverage area, investigations that lead to different specific areas and on the rise or fall in the frequency of Catalytic Converter Thefts in that specific community or geographic area.

#### **Grant Problem Statement**

2.1 Provide an assessment of the Catalytic Converter Theft problem in the coverage area of this application. Include loss data consistent with the reported incident numbers above.

The Southeast Texas Auto Theft Task Force coverage area has experienced an enormous increase in Catalytic Converter theft since 2020. The thefts, driven by the price of precious metals, which are found in Catalytic Converters, such as Platinum, Palladium and Rhodium. The trace precious metals, which act as the catalysts in the converter, essentially convert/reduce the hydrocarbons in the exhaust of combustion engines, creating less environmentally harmful emissions. The catalytic converters are harvested by street level criminals and then sold to "fences". These "middle men" in turn sell the converters to Metal Recyclers. Once the metals are melted and separated the Metal Recyclers can sell the precious metals. This market grew exponentially as prices of Rhodium, Palladium and Platinum soared in 2021-2023. This huge increase in metal prices drove the Catalytic Converter theft market. Rhodium prices surged from approximately \$6,000 per ounce in early 2021 to over \$20,000 per ounce by mid-2023. Palladium prices rose from around \$2,000 per ounce in early 2021 to over \$3,000 per ounce in mid-2023. Platinum prices saw a more modest increase, from about \$1,000 per ounce in early 2021 to around \$1,200 per ounce in mid-2023. Due to the increase in precious metal prices, the offenders then have the opportunity to increase the reward for a relatively low risk crime, which is extremely hard to detect, from a law enforcement perspective. The offenders only need a reciprocating saw with metal cutting blades. These offenders usually target vehicles that sit higher off the ground, such as trucks and SUV's. They also target vehicles with more than one converter. The Southeast Texas Auto Theft Task Force experienced the highest theft rates from Toyota Vehicles during 2022-2023. More specifically Tundra and Tacoma Pick-Up Trucks. These vehicles have more than one Catalytic Converter. The Tundra has 4 Catalytic Converters, two on each exhaust. The Tacoma has two Catalytic Converters on the single exhaust. The Beaumont area is located approximately 80 miles east of Houston and runs all the way to the Louisiana State Line. Interstate 10 is a direct access highway from Houston and became the target of many Catalytic Converter thieves during 2022-2023. Many collaborations were conducted with Houston PD and Harris County during that time, identifying several actors in both jurisdictions. There were also local actors identified and arrested as well. The Legislature passed HB 4110, restricting Metal Recyclers ability to purchase and sell Catalytic Converters. This had little effect on the theft rates, due to the still rising metal prices. This also created the need to transport the converters out of the state in order to sell them. During this time period actors were now going across the Louisiana State Line in order to avoid detection. The Task Force was able to work with at least one Metal Recycler in Louisiana to identify some of the local Catalytic Converter thieves and made at least three arrests on prolific offenders from the Beaumont area. The operations conducted by Houston PD, Harris County SO and other Houston Area agencies after the death of Deputy Darren Almendarez, had a significant effect on the Catalytic Converter theft rate in the Beaumont area. This, followed by The Deputy Darren Almendarez Act (SB 224), which gave funding and a law with teeth, are huge steps in the battle against Catalytic Converter theft. The Southeast Texas Auto Theft Task Force project area has recorded at least 663 Catalytic Converter thefts (based on the statistics above, which are agencies that had accurate records of Catalytic Converter theft from a Motor Vehicle) during the 2022-2023 Grant years. This is substantial when figuring just replacement cost to the consumer. During the height of the Covid-19 pandemic some estimates for replacement of the Catalytic Converter/Exhaust system were as high as \$8,000.00 and a wait of up to three months for the parts, due to the high demand and the disruption of the supply chain. These thefts in many cases furthered the disruption, aggravating the issue. Based on a very conservative average of \$2,000.00 per Catalytic Converter system, would be over \$1,300,000.00. This doesn't take into account the social and economic losses, such as lost time at work, missed doctors visits, inability to get kids to school, deliveries that could not get made etc. These costs are exponentially incalculable. Catalytic Converter Theft from a Motor Vehicle is costly to everyone in the State of Texas and hit the Southeast Texas Auto Theft Task Force coverage area hard economically and socially. Many businesses were closed down for undetermined lengths of time due to these thefts, not to mention the families that suffered additional hardships.

#### **Grant Goals and Activities**

There are two parts to this section: 1) Functions of Proposed Program and 2) Goals Strategies and Activities (GSA). In the following boxes, describe the functions of the proposed program and then complete a fillable form called GSA.

MVCPA programs must completely describe the actions, methods and tactics that law enforcement and civilian staff will perform for each of the categories below. Describe the reliance on technology or other program elements to solve the problem statement above and goals below. Functions must be detailed and consistent with the requested budget. If a grant is awarded, funds expended towards activities not described in this section will result in the reimbursement being denied.

#### Part '

3.1 Functions of the proposed program related to Catalytic Converter Theft from a motor vehicle.

The Southeast Texas Auto Theft Task Force will utilize multiple Goals, Strategies and Activities to reduce the incidence of Catalytic Converter Theft from a Motor Vehicle, employing a comprehensive program including "Force Multipliers" such as LPR's / Cameras, Drones and Night Vision devices to address and reduce the problem. Strategy: Reduce the incidence of Catalytic Converter Theft: Goals: Identify and Target Offenders and Prolific Offenders - Collect Intelligence - Collaborate with Law Enforcement Agencies and other Organizations - Community Crime Prevention Campaign. Activities: Identify and target Offenders and Prolific Offenders: Offenders in Catalytic Converter theft from a motor vehicle will be identified by information and intelligence gathered from offense reports, intelligence gained from arrests, informants, other law enforcement agencies, LPR's (FLOCK Cameras and dedicated Video Wall Boards to supplement the Beaumont PD Real Time Crime Center Monitoring System, as well as provide real time live feed access and monitoring of operations conducted by the Southeast Texas Auto Theft Task Force, which will be instrumental in intelligence gathering), surveillance observations (including the use of Drones and Night Vision Binoculars), bait operations, repair shop inspections, salvage yard inspections, metal recycler inspections, as well as Used Auto Parts resale location inspections. The Beaumont Police Department Crime Analyst will also used to a degree to determine patterns or trends in these offenses. The offenders will be the target of investigations based on the method of operation involved in the crime, types of vehicles being targeted, geographical location of the crimes and any information or evidence pointing to or linking them to the crime(s). Covert operations will be used to target catalytic converter theft from a motor vehicle offenders, such as, bait operations, surveillance (Drones and Night Vision Binoculars) and LPR system data mining (FLOCK cameras), as well as witnesses or video from crime scenes, to identify offenders and determine if there is an organized criminal enterprise involved. Catalytic Converter Theft from a Motor Vehicle requires an involved plan using LPR's (FLOCK Cameras) as a large intelligence gathering data base. These cameras, which will placed throughout the city of Beaumont in areas near and around Salvage Yards, Metal Recyclers and Used Auto Parts Dealers, as well as main thoroughfares and highways, working in conjunction with the Axon Camera system that is already in place at the Beaumont Police Department in all patrol vehicles, which are also LPR's, will be the focal point of the intelligence gathering mechanism. There are numerous individuals working alone and organized criminal rings, committing these thefts. There are often no real patterns to follow, such as general time frames, as they occur at all times of the day; geographical areas are unlimited and random; when the crime is committed, the actors are generally not visible, as they are under a vehicle. The property taken is not generally traceable and may be sold in other states. Therefore, intelligence collection and collaboration with other law enforcement agencies, in and out of the coverage area will be essential. Developing relationships with privately owned businesses, in and out of the coverage area, that deal in catalytic converter sales or purchases, will be priority in order to obtain information or intelligence on potential or confirmed actors in these thefts. That type of networking is already in place and work is being done to expand those contacts further. Collaboration with other law enforcement agencies and other organizations: Collaboration with law enforcement agencies in and out of the project area and other MVCPA State Task Forces to determine crime trends, patterns and suspected offenders, through intelligence sharing. This includes information or intelligence involving juvenile offenders. Assisting other agencies with Catalytic Converter Theft from a Motor Vehicle. This collaboration will be necessary in determining if the crimes are being committed by an organized ring, if it is one individual or a crime of opportunity. The collaboration would include the District Attorney's Offices in the jurisdictions affected, to help them understand the scope and importance of the crime(s) and provide any additional information that might be needed to properly prosecute the offender(s) utilizing The Deputy Darren Almendarez Act to achieve the maximum incarceration result. Community Crime Prevention and Awareness is a component of the overall program. Information and instruction for the public is important to aid in the prevention of even one auto related crime. The Task Force will continue the efforts to educate the public in as many forums as are available; Neighborhood Association Meetings, Civic Organizations, Citizens Police Academy, Media Interviews, Police / Community Events, mass Catalytic Converter engraving events marking converters with a standardized engraving making the converter traceable to a specific vehicle or giving the ability to detect that the converter has been altered giving the presumption of theft and Public Service Announcements through the Beaumont Police Department, along with Social Media.

3.4 Functions of the proposed program related to preventing Catalytic Converter Theft

The Southeast Texas Auto Theft Task Force proposes to utilize training, education and public awareness programs, in an effort to reduce catalytic converter theft from a motor vehicle. These efforts will be focused on training of law enforcement officers in the project area at an annual Motor Vehicle Crimes TCOLE approved training class, roll call training conducted by task force personnel at the Beaumont Police Department and dissemination of the information to agencies within the project area. This information will include the latest Catalytic Converter theft from a motor vehicle intelligence, as it is acquired and any information on actor(s) / vehicle(s) involved. This information may be relayed or distributed to individual agencies in or out of the project area, as determined by relevance or necessity, for timely action relating to frequency or urgency of the crime pattern or trend. The Task Force will also attend Neighborhood Association Meetings, as deemed necessary to educate the public on methods to minimize becoming a victim of Catalytic Converter Theft. These practices would include, securing vehicles at night in a garage or well lit area, purchasing aftermarket catalytic converter protection devices, marking catalytic converters with heat resistant bright colored paint or engraving the VIN on the converter and adding vibration sensors to the vehicle with a car alarm. The task force would also set dates for engraving of Catalytic Converters to be conducted at the Task Force Office. These engraving events would be coordinated with the local agencies in the project area and with other MVCPA task forces for regional or statewide events. The task force will also use the media and social media to publicize information on how to reduce the chances of becoming a victim of Catalytic Converter theft.

3.6 Collaboration Effort — Describe the taskforce method to collaborate, and not duplicate existing activities. Describe the cross boundaries regional approach to grant activity implementation. Describe how the applicant staff and jurisdiction will coordinate with other taskforces and law enforcement agencies to implement this program.

The Southeast Texas Auto Theft Task Force maintains a close working relationship with the agencies in the coverage area. Regular communication and interaction with these agencies allows for information and intelligence exchanges, reducing duplication of activities. The Task Force is called on by these agencies when they experience an issue related to motor vehicle crimes, including Catalytic Converter theft from a motor vehicle. The task force also networks with other task forces in the region. Statewide collaboration is facilitated, in great part, through the MVCPA monthly webinars. These exchanges illustrate how information on trends and patterns that are occurring in other parts of the state, may predict that they will be occurring in our area and vice versa. Task Force personnel make regular contact with task forces in the region regarding active cases. These collaborations have resulted in recoveries in all aspects of motor vehicle crimes and catalytic converter theft, as well as suspect development and apprehensions. Communication is the key to coordination and collaboration to minimize duplication and maximize deconfliction. Project area agencies also call on the Southeast Texas Auto Theft Task Force for any resources that might be available through the task force and are always accommodated if possible. The Southeast Texas Auto Theft Task Force fosters these long-standing relationships, maintaining these alliances and working toward the common good for the project area and the State of Texas.

3.7 If the proposed application requests any exceptions or deviation from any general grant rules, RFA conditions or grant administrative policy, please indicate in the section below. Indicate the section of the specific issue and citation that you are asking the MVCPA to consider and the rational for the request.

The Southeast Texas Auto Theft Task Force is not requesting any exceptions or deviations from rules, conditions or policies.

#### Part II

#### Goals, Strategies, and Activities

Select Goals, Strategies, and Activity Targets for the proposed program described in the application.

Click on the link above to open a new table called Goals, Strategies, and Activity. Applicants will review the statutory and optional activities. The first section is the statutory measures. Grantees may not provide targets for this section but need to review the descriptions to ensure that they understand the statutory minimum requirements associated with this grant. Applicants will then review the other items and estimate targets for only the activities that the applicant has described and plans to complete under this application.

ID	Activity	Measure	Target
		r Grantees. Add Target values for those that you will measure.	
1		ncidence of Catalytic Converter Theft through Enforcement Strategies	
1.1	Strategy 1: Conduct Activities	that Result in the Arrest, Clearance, and Recoveries of Catalytic Converter Thef	
1.1.1	Identify groups of catalytic conveter theft offenders through intelligence gathering, crime analysis and the use of informants	Number of catalytic conveter theft groups identified. Include gangs, cartels or other criminal enterprise with two or more members	2
1.1.2	Identify and document/record prolific Catalytic Converter Theft offenders [Prolific is defined as "linked to Catalytic Converter Theft offenses three or more times"]	Number identified/documented offenders	2
1.1.5	Conduct inspections of local businesses related to vehicle enterprise (transportation code or occupation code authorized companies such as salvage yard, repair shop, parts recycling center, used car dealership, salvage rebuilder title service company, other).	Number of businesses inspected	20
1.1.6	Conduct bait vehicle operations that target Catalytic Converter Theft offenders	Number of bait vehicle deployments. Include Catalytic Converter Theft bait operations here.	6
1.1.8	Deploy license plate readers (LPR)	Number of times LPR deployed. Deploy: If stationary unit then total number of days or partial days unit was operable and on. Mobile unit number of days the unit was on and operable.	
1.1.9	Respond to taskforce license plate reader (LPR) alert notifications	Number of times investigators responded to taskforce LPR alert notifications regardless of whether vehicle was located	
1.1.12	Conduct covert operations targeting Catalytic Converter Theft offenders	Number of covert operations	6
1.1.13	Conduct warrant "round-up" operations targeting catalytic converter crime offenders, including people wanted for Catalytic Converter Theft	Number of warrant round-up operations performed Catalytic Converter Theft	
1.1.15	Increase the recovery rate of stolen motor vehicle Catalytic Converter Theft	Report the number of Catalytic Converters recovered by taskforce	

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ID Activity	Measure	Target
1.1.16 Increase the clearance rate of Catalytic Converter Theft	Report the number of Catalytic Converter Theft cases cleared	
1.1.17 Increase the number of persons arrested for Catalytic Converter Theft	Report the number of persons arrested for Catalytic Converter Theft by taskforce	
1.2 Strategy 2: Conduct Collabor	ative Efforts that Result in Reduction of Incidents of Catalytic Converter Theft	
1.2.1 Provide Agency Assists for Catalytic Converter Theft	Number of agency assists related to catalytic conveter theft. Assist means responding or answering questions via phone, e-mail, or in person. Providing recommendation, guidance, strategy, support or information that other LEOs will use to resolve their cases. The assist generally does not have the direct responsibility for an investigation nor uses LEO authority. The assist helps another LEO or agency investigate cases. Analysts and civilian employees will record their assists to outside LEOs and agencies met here along with officers.	10
1.2.2 Collaborate with other units or divisions (i.e. homicide, vice, narcotics, etc.) within the taskforce department(s) where there were crimes involving catalytic converter theft. Include all participating jurisdiction departments here.	Number of times collaborated within departments or SOs participating in taskforce related to Catalytic Converter Theft. Collaboration means physically using law enforcement resources, tactics and authority to perform activity on cases that draw upon or aid in the investigation intended to further the resolution of any case, identify parties to crime, identify vehicles, interview witnesses/suspects and apprehend suspects. Collaboration will include any help, recommendation, contribution or support requested from or provided to another unit or offered by the taskforce that aids in the furtherance of Catalytic Converter Theft investigations.	5
1.2.3 Collaborate with all other outside LE agencies and other organizations that assist in the reduction of Catalytic Converter Theft. Include all coverage jurisdictions here	Number of times collaborated with coverage area agencies or other law enforcement agencies and organizations that assist in the reduction of Catalytic Converter Theft. Collaboration means physically using law enforcement resources, tactics and authority to perform activity on cases that draw upon or aid in the investigation intended to further the resolution of any case, identify parties to crime, identify vehicles, interview witnesses/suspects and apprehend suspects. Collaboration will include any help, recommendation, contribution or support requested from or provided to another unit or offered by the taskforce that aids in the furtherance of Catalytic Converter Theft investigations	5
<ol> <li>1.2.5 Conduct intelligence information- sharing (Personal attendance)</li> </ol>	Number of intelligence meetings attended (include attending as presenter, participant or attendee)	
<ol> <li>1.2.6 Conduct intelligence information- sharing (Written information)</li> </ol>	Crime analysis bulletins disseminated (include information distributed to law enforcement agencies via text, e-mail, or intra-net communications)	
1.2.7 Collaborate with other MVCPA taskforces	Number of times collaborated with other MVCPA taskforces that assist in the reduction in Catalytic Converter Theft	
	and Qualified Personnel in Detection and Prevention of Gatalytic Converter. The	M. Hard
	uct Public Awareness Related Activities Used to Educate Citizens	<b>2</b>
3.1.1 Conduct educational outreach events (include trade show, exhibits, booths at community events, vehicle displays, brochures, etc.)		-
the public	Number of presentations. Presentation means in person, on-line, original written document, article, or webpage.	•
3.1.4 Conduct vehicle identification initiative/event	Number of etching events. Including catalytic converters.	2
3.1.4.1 Conduct vehicle identification initiative/event	Number of Participants/Attendees Catalytic Converters Marked)	
3.1.5 Purchase advertisements in local outlets	Number of advertisements purchased or provided complimentary for taskforce. Include all types of media purchased or provided free (social, tv, utility inserts, billboards, transportation, etc.)	
3.1.7 Utilize social media outlets (Facebook, Twitter, Instagram, etc.)		10
3.1.8 Deploy outdoor public notification signage	Number of deployments per month (if sign remains several months, count as 1 deployment per month)	_
<ol> <li>3.1.10 Conduct media outreach, including, public service announcements, press releases, and interviews</li> </ol>	Number of outreaches	2
n de la companya de La companya de la co	ement Training Activities to Educate Officers on Recognition and Apprehensio Stolen Vehicles and Property	
3.2.1 Conduct law enforcement training (TCOLE)	Number of classes provided for TCOLE credit	1
<ol> <li>3.2.3 Conduct vehicle crimes presentations to law enforcement agencies (non TCOLE)</li> </ol>	Number of classes or presentations. Presentations may include electronic roll call documents, shift BOLOs and other written or presented materials based on local practices.	5

#### **Grant Evaluation**

4.1 Describe the local method and/or practice used to collect the data for reporting Goals, Strategies, and Activities and to evaluate the grant program effectiveness. Describe management and staff participation. Include descriptions of systems (forms and software) that will be used to ensure reliable and accurate data is collected and reported. Describe any other evaluation methods used in the applicant agency to determine effectiveness or cost efficiency of the program.

The local evaluation process establishes accountability and measurement of progress through collection of data and information throughout the chain of command. Investigators are required to keep activity logs and submit monthly reports to the Program Manager. The Task Force Supervisor/Program Manager reviews cases and monitors the activities of investigators. The Program Director oversees the entire operation, including the field supervisor, and maintains records of activity and spending. The Program Director works closely with the Beaumont CFO's grant coordinator and reports as necessary to the department heads of the participating agencies to discuss progress and/or problems. NIBRS data for all agencies within the project area will be closely monitored to determine the overall impact of Task Force efforts. Personal activity logs and specific reports will be maintained to log progress on stated objectives. These include information detailing such things as the number of bait operations, inspections and public awareness initiatives performed. They will also record other items like arrests made, cases filed, Catalytic Converters recovered, and the dispositions of the property upon completion of the cases. Progress of the program will be evaluated monthly. Each investigator will complete a monthly report based on MVCPA reporting categories and the specific strategies, activities and goals of this grant. Each report will be accompanied by documentation supporting the information given. The Project Manager will then compile that information into the quarterly Progress Reports that are forwarded to MVCPA. All other MVCPA required reporting will be completed by the Program Manager, such as the year end progress report.

4.2 Provide any other suggested measures that would better reflect the law enforcement or prevention work that the proposed program will perform. If the suggested measure fits into one of the stated goals above please indicate.
None Noted.

# TxGMS Standard Assurances by Local Governments

We acknowledge reviewing the *TxGMS Standard Assurances by Local Governments* as promulgated by the Texas Comptroller of Public Accounts and agree to abide by the terms stated therein.

File Upload

#### Current Documents in folder

Resolution.pdf (5/23/2024 9:30:33 AM) Signed Statement of Grant Award.pdf (8/9/2024 10:46:53 AM)

Home Print
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# FY24 Final Negotiated Application

Senate Bill 224 Grant Negoliation for 2024

The Application was submitted by Kenneth Williams at 7/31/2024 1:17:27 PM and is now locked.

The confirmation Number is 2024073100269.

Primary Agency / Grantee Legal Name: City of Beaumont

Organization Type: Law Enforcement

Organization ORI (if applicable): TX1230100: BEAUMONT PD (MIP)

Program Title Please enter a short description of the proposed program that can be used as the title. Southeast Texas Auto Theft Task Force

Application Category (See Request for Applications [RFA] for category details and descriptions RFA Priority Funding Section):

New Grant - 2024 is the first year of the MVCPA Catalytic Conveter Program Grants. All 2024 grant applicants use the new grant category.

MVCPA Program Category (see RFA and TAC 43, 3 §57.14). Check all that apply.

- ☑ Law Enforcement, Detection and Apprehension
- ☐ Prosecution, Adjudication and Conviction
- 2 Reduction of the Theft of Catalytic Converters
- Education Programs and Marketing

#### Taskforce Grant Participation and Coverage Area

Provide a General Description of the Participating and Coverage Area of this Grant Application Jefferson, Hardin, Orange, and Jasper counties and all municipalities therein.

Define in the tables below the grant relationships and geographic area of the Catalytic Converter program:
Applicant will add the participating and coverage agencies from the ORI list below. If an agency is not in the ORI list, please include the agency and role in the general description above. Make sure to follow the definitions below and select an agency in the dropdown. Use the Add as Participating Agency or Add as Coverage Agency button to populate the list.

Participating Agencies are agencies that materially participate in the grant application through the exchange of funds for reimbursement and cash match. Participating agencies are defined after the grant award by interlocal/interagency agreements. Each applicant must select their own agency first. Then select agencies that will receive or provide funding and/or resources. [Note: Interlocal/interagency agreements do not need to be submitted with the application. Interlocal agreements will need to be executed prior to the first payment being made if selected for a grant. Letters of support with the application from the participating agencies are strongly recommended.]

Coverage Agencies are agencies that provided some level of coverage, assistance or support by this grant application but will not materially exchange funds as cash match or reimbursement. The coverage is not supported by an after the award with interlocal/interagency agreements. Coverage agencies as law enforcement agencies may have jurisdictional coverage agreements unrelated to the grant (Ex. City Y is within County X or vice versa). Agencies selected in this list include agencies that will be covered or where the agency indicates that their agency will coordinate or call upon the program. Letters of support with the application from the participating agencies are strongly recommended.

Select Agencies to Add	Participating Agencies	Coverage Agencles	
Select Agencies Not associated with any law enforcement entity Anderson ANDERSON CO SO (AE) [TX0010000] PALESTINE PD [TX0010100] FRANKSTON PD [TX0010300] Andrews ANDREWS CO SO [TX0020000]	JEFFERSON CO SO BEAUMONT PD (MIP) PORT ARTHUR PD (AE)	HARDIN CO SO KOUNTZE PD SILSBEE PD SOUR LAKE PD LUMBERTON PD (IBR) JASPER CO SO JASPER PD KIRBYVILLE PD	( <b>( )</b>
Add as Participating Agencies Add as Coverage Agencies	Delete Selected	Delete Selected	

☐ Other Coverage (Use if ORI not listed or explanation is necessary.): No text provided.

☐ National Insurance Crime Bureau (NICB) Used as Match (Documentation and time certification required.)

- ☐ Texas Department of Public Safety (DPS)
- ☐ Other State or Federal Agency (specify:)

Resolution: Complete a Resolution and submit to local governing body for approval. Sample Resolution is found in the Request for Application or send a request for an electronic copy to grantsMVCPA@txdmv.gov. The completed and executed Resolution must be attached to this on-line application.

**Grant Budget Form** 

MVCPA recommends that the applicant complete the total costs (MVCPA and Cash Match combined) for this program. The applicant can then enter the desired amount of Cash Match (not less than 20% per TAC Title 43, ŧ57.36). The system will then calculate the correct grant and match amounts.

**Budget Entry Option:** 

O Enter Total and let system calculate MVCPA Funds and Cash Match, Match Percentage:

%

Enter MVCPA and Cash Match Amounts

Click on category name to edit budget detail for that category.

onon on categ	Budget Category	MVCPA Expenditur	es Ex	Cash Match cpenditures	Total Expenditures	in-Kind Match
Personi	·	•		•	•	
Fringe						
Overtim	e					
Profess	ional and Contract Services					
Travel						
Equipm	ent	\$247	,700	\$0	\$247,700	
Supplie	s and Direct Operating Expenses (DOE)	\$280	,000	. \$0	\$280,000	
Total		\$527	700	\$0	\$527,700	
	Cash Match Percentage			0.00%		
	Description	Subcategory Pct Time	MVCP/ Funds	•	ch Total	in-Kind Match
		Personnel				
Total Person	nel					
		Fringe				
Total Fringe						
		Overtime				
Total Overtin	88					
	Profession	al and Contract Service	S			
Total Desfora	ional and Contract Condess					

**Total Professional and Contract Services** 

Travel

**Total Travel** 

Description	Subcategory Pct Time Equipment	MVCPA Funds	Cash Match	Total	In-Kind Match
High Definition Night Vision Binoculars		\$6,800	\$0	\$6,800	
4-Post Automotive Service Lift		\$12,800	\$0	\$12,800	
Cordless DOT Peen Marking System		\$7,700	\$0	\$7,700	
Video Wall Board		\$99,500	\$0	\$99,500	
3 Side Video Display		\$20,600	\$0	\$20,600	
2- 2023 4X4 1/2 ton Crew Cab 4dr trucks		\$92,900	\$0	\$92,900	
Ariel Drone (UAV)		\$7,400	\$0	\$7,400	
Total Equipment		\$247,700	\$0	\$247,700	
Supplies and	Direct Operating Expenses	(DOE)			
FLOCK Cameras/LPR's	•	\$280,000	\$0	\$280,000	
Total Supplies and Direct Operating Expenses (D	OE)	\$280,000	\$0	\$280,000	

#### **Budget Narrative**

#### F. Equipment

High Definition Night Vision Binoculars (Pulsar HD XP50 Thermal Imaging) with built-in photo and recording capability. 2.5x-20x magnification with built-in wi-fi (2,5 / 5Ghz) allowing for streaming to a smartphone through the Stream Vision 2 Mobile Application. This equipment will be used for nighttime operations to detect Catalytic Converter thieves in larger areas, such as apartment complexes, hotel parking lots and fleet vehicle parking areas. (\$6,800.00) Rotary 4-Post Service Lift with 14,000 pound lifting capacity and 182" wheelbase with closed front (220/Single Phase Power and Automotive Lift Institute Certified). Delivery and installation are in the total price. This lift will add to the 12,000 pound 4-post service lift the task force already has. The additional lift would be used for Catalytic Converter engraving as well as being used for vehicle inspections relating to other motor vehicle crimes. (\$12,800.00) Flymark Cordless Mini DOT Peen Marking System with an integrated barcode scanner, from Rocklin Manufacturing Co. The system comes with two batteries, battery charger and protective carrying case. This system will be used to mark Catalytic Converters on vehicles with the corresponding VIN, which will be read by the barcode scanner and automatically populate the system with correct VIN to be stamped on the converter. (\$7,700.00) 4X3 Video Wall: Cables & Connectors (16 @ \$29.00 each \$464.00); Mounting Hardware (16 @ \$29.00 each \$464.00); Wire Management (16 @ \$29.00 each \$464.00); AMX.FGN2222A-SA Video, JPEG2000 Decoder, AES67 (12 @ \$1,143.00 each \$13,716.00); LG.55VSM5J-H Disp, 55" FHD, Even Bezel .44MM (12 @ \$4,080.00 each \$48,960.00; PEER.DS-VW775 Mount, Smart Mount Supreme (12 @ \$414.00 each \$4,968.00) Total for Equipment: \$60,036.00. Design, Engineering, Fabrication, Project Management, Installation, Commissioning, Training and Warranty \$30,349.00. (Total project: \$99,385.00) 3 Side Display: Mounting Hardware (2 @ \$29.00 Each \$58.00); Wire Management (2 @\$29.00 Each \$58.00); MAX.FGN2222A-SA Video,JPEG2000 Decoder, AES67 (3 @ 1.143.00 Each \$3,429.00); LG.86UR340C9UD Disp.TV, 86", 4K, UHD 330NIT (3 @ \$2,520.. Each \$7,560.00); Peer.ST680 Mount, Universal Tilt for 61" -102" FL (3 @ \$147.00 Each \$441.00) Total Equipment: \$11,546.00. Design, Engineering, Fabrication, Project Management, Installation, Commissioning, Training and Warranty \$9,061.00. (Total Project: \$20,607.00) These Video walls will be used along with the Beaumont Police Department Real Time Crime Center using FUSUS to monitor public and private video feeds throughout the city and area, as a real time force multiplier. This equipment will enable live feeds from ongoing operations, such as live feeds from drones, pole cameras, balt vehicles (which the Southeast Texas Auto Theft Task Force will be employing) cell phones, ring door bell cameras, FLOCK LPR/Cameras and traffic cameras. This also adds the ability to respond more quickly and obtain more information on crimes like Catalytic Converter theft from a Motor Vehicle as they occurring or right after they have occurred. This would greatly enhance the efforts of the Task Force in the combatting Catalytic Converter theft, not just in the ability to monitor areas of Catalytic Converter thefts, also the amount of intelligence that would be gleaned from this effort. 2023 Ford F-150 Crew Cab 4 Door Trucks (2 @ \$46,500.00 Each (Total: \$92,900.00) One of the vehicles being requested is to replace a vehicle for the Jefferson County Deputy. The vehicle that had been being used was a selzed vehicle from Jefferson County. That vehicle was totaled in a wreck that left the deputy seriously injured. The driver of the other vehicle was intoxicated. The Deputy is now driving a 2013 Chevrolet Tahoe (VIN: 1GNLC2E07DR361582) with 128,786 miles on it and is in poor shape. The other vehicle is a replacement for a Gray 2016 Ford F-150 (VIN: 1FTEW1CF5GKE60361) and has approximately 118,000 miles on it and is 8 years old. (Total: \$92,900.00) DJI Mavic 3T Plus Combo: Comes with Mavic 3T Aircraft (UAV) Mavic 3 Intelligent Flight Battery, microSD Card 64GB, Gimbal Protector, Mavic 3 Enterprise Series Propellers (Pair) x3, RC Pro Enterprise controller, Screwdriver, USB-C Power Adapter (100W), 100W Power Adaptor AC Cable, USB-C Cable, USB-C to USB-C Cable, Protector Case, DJI Mavic 3 Enterprise Series RTK Module, DJI Mavic 3 Enterprise Series Battery Kit for charging batteries to prolong flight time. (\$7,400.00) This drone has a conventional camera (56x Hybrid zoom), as well as, Thermal imaging (640x512 px), both of which can be viewed simultaneously. The flight time on one battery is rated at 45 minutes. 3 additional batteries and a Series Charging Hub come with the package for extended flight time in more lengthy surveillance operations. Ideally suited for nighttime operations. Video storage is 64GB and the video can also be viewed remotely. (\$7,400.00)

# G. Supplies and Direct Operating Expenses (DOE)

The Task force is requesting funding for 88 FLOCK LPR/Cameras. 80 Short Range LPR/Cameras (80 @ \$3,000.00 per year \$240,000.00) and 8 Long Range LPR/Cameras (8 @ \$5,000.00 per year \$40,000) for a total of \$280,000.00. This contract would be paid yearly and the equipment is leased, so there would be no equipment inventory or repairs to equipment. The Flock LPR/Camera system will be an integral part of the Task Force intelligence gathering network. This intelligence will be used to identify Catalytic Converter theft from a Motor Vehicle actors vehicles and increase the probability of identifying actors to make arrests and recover stelen Catalytic Converters.

Indicate Source of Cash and In-Kind Matches for the proposed program. Click on links to go to match detail pages for entry of data.

#### Cash Match

#### In-Kind Match

**Statistics to Support Grant Problem Statement** 

Reported Cases	2022	2023
Jurisdiction	Catalytic Converter Theft	Catalytic Converter Theft
Beaumont PD	428	100
Jefferson CO SO	18	4
Nederland	0	2
Orange PD	14	3
Port Arthur PD	71	10
Kountze PD	1	0
Sour Lake PD	4	0
Vidor PD	8	0
Lumberton PD	1	3

#### Add/Edit Statistics

#### **Application Narrative**

# Grant Introduction (Executive Summary) and General Information

- 1.1 Briefly describe the organization and program operation. Provide a high level summary to the application and how it will affect the local community. (500 words or less)
  - The Southeast Texas Auto Theft Task Force has been an integral part of reducing motor vehicle crimes, including the particularly disruptive issue of Catalytic Converter Theft, in Jefferson, Orange, Hardin, and Jasper Countles since 1993. Comprised of dedicated personnel from the Beaumont Police Department, Port Arthur Police Department, and the Jefferson County Sheriff's Office, the task force has consistently worked to combat these crimes, which have significant economic and social impacts on the affected communities. Catalytic Converter Theft not only causes financial losses for individuals and businesses but also disrupts essential activities such as work commutes, school runs, medical visits, and grocery shopping. The ripple effects extend to industries like petrochemicals, which rely on uninterrupted transportation for their operations. To address this pressing issue, the task force plans to leverage technology and force multipliers such as License Plate Readers (LPRs / Cameras), drones, and night vision binoculars, as well as the Beaumont Police Department Real Time Crime Center, to gather intelligence on Catalytic Converter theft activities. Additionally, the task force will continue inspections of Metal Recycling Entities, Used Parts Dealers, and Salvage Yards and Repair Shops to Identify any entities involved in the illegal purchase or sale of stolen Catalytic Converters. This intelligence-gathering effort will utilize various sources, including community input, crime patterns, and trends analysis, as well as surveillance, covert operations, and lips from programs like Crime Stoppers. The implementation of SB224, known as The Deputy Darren Almendarez Act, will enhance legal support to arrest and prosecute offenders involved in Catalytic Converter Theft. By working closely with the judicial system, the task force aims to ensure thorough investigations and maximize prosecution outcomes. Furthermore, community engagement and education initiatives will play a crucial role in preventing Catalytic Converter Theft. This includes awareness presentations, marking events for Catalytic Converters, and fostering relationships with law enforcement agencies within and outside the coverage area to facilitate collaboration and information sharing. Ultimately, the goal of the Southeast Texas Auto Theft Task Force is to reduce Catalytic Converter theft and enhance the safety and security of all communities in the State of Texas through proactive enforcement, public education, and collaborative efforts.
- 1,2 Describe the taskforce governing, organization and command structures. Include a description of the nature of support and agreements that will be in place if the grant is awarded. Provide any details unique to the taskforce organization or geographical target area. Describe whether any part of this grant will be directed to serve a specific target population (or subset of the community)? The Southeast Texas Auto Theft Task Force is a part of the Beaumont Police Department Criminal Investigations Division. There is a Captain of the Division, with Lieutenants over the units in the Division. The Auto Theft Task Force has a Lieutenant over the unit, that is also designated as the Commander / Program Director. The Lieutenant is responsible for oversight of all aspects of the Auto Theft Task Force and the grant. The Task Force Commander has a Sergeant that is designated as the Supervisor / Program Manager. The Sergeant is responsible for case assignments, monthly reports, quarterly progress reports and all other daily / weekly / monthly supervisory duties pertaining to case investigations, proposed activities or operations which further the grant goals and ensure that they are met. Investigators are responsible for case investigations and all other duties that are assigned. There are four investigators from the Beaumont Police Department, one investigator from the Jefferson County Sheriff's Department and one investigator from the Port Arthur Police Department. There will be Interlocal agreements in place with each of the four counties included in the coverage area, as well as the participating sub-grantee Departments, Jefferson County Sheriff's Department and Port Arthur Police Department. There will also be letters of agreement with the District Attorneys of each county in the coverage area. The four-county project area is comprised of numerous communities and according to the most recent US Census estimate (2020) the counties have a combined population of approximately 430,000, with nearly 60% residing in Jefferson County. The four-county project area is in the southeast

corner of the state, with a combined area of 2,361 square miles. There are 20 local law enforcement agencies in the coverage area. The major roadways which bisect the coverage area are as follows: Interstate 10 goes directly through Orange and Jefferson Counties and is the major southern coast to coast interstate highway in the United States. Highway 90 is also a major highway which cuts through the center of the City of Beaumont east to west. State Highway 105 also comes through Beaumont from the northwest. Highway 69/96/287 is the major north south highway coming directly through Jasper and Hardin counties into Beaumont and Port Arthur. There is also Highway 73, which is south of Beaumont closer to the coast of the Gulf of Mexico and runs from Winnie, TX to near Orange, TX. The Port of Beaumont, the Port of Port Arthur and the Port of Orange are also in the coverage area. The Coverage area is bounded by the Gulf of Mexico to the south and the Sabine River to the East, abutting the Louisiana state line in Orange County. The Neches River is the waterway that is the eastern boundary of the City of Beaumont and empties into the Sabine River near the Gulf of Mexico. Beaumont is the largest city along Interstate 10 between Houston and Baton Rouge, LA. The Beaumont area is also the 6th most densely populated area in the State. The City of Beaumont has a population of 115,013. The estimated daytime population, according to TxDoT (Beaumont Commuting Area Reports Portal), swells to 135,805. That influx of 20,792 also brings more vehicles into the city increasing the number of vehicles that become targets of Catalytic Converter Theft. There are over 100,000 vehicles per day that pass through the city limits of Beaumont on Interstate 10. (TXDOT TTP Web Viewer AADT) TXDOT reported there were over 390,000 vehicles registered within our four-county coverage area in 2021. More than half of these vehicles are in Jefferson County, which is primarily urban and suburban areas. The four-county project area had 531 vehicles that suffered Catalylic Converter thefts for 2022 and 119 Catalytic Converter thefts reported for 2023. (Numbers obtained from project area agencies that had accurate records of Catalytic Converter thefts) According to Texas Department of Licensing and Regulation records, there are 11 licensed Metal Recycling Entities in the four-county coverage area. There are 12 Used Auto Parts Recyclers in the four-county coverage area. The entire population of the coverage area will be served by the task force. The amount of service will be dictated by the need for assistance from agencies in the coverage area, investigations that lead to different specific areas and on the rise or fall in the frequency of Catalytic Converter Thefts in that specific community or geographic area.

#### **Grant Problem Statement**

2.1 Provide an assessment of the Catalytic Converter Theft problem in the coverage area of this application. Include loss data consistent with the reported incident numbers above.

The Southeast Texas Auto Theft Task Force coverage area has experienced an enormous increase in Catalytic Converter theft since 2020. The thefts, driven by the price of precious metals, which are found in Catalytic Converters, such as Platinum, Palladium and Rhodium. The trace precious metals, which act as the catalysts in the converter, essentially convert/reduce the hydrocarbons in the exhaust of combustion engines, creating less environmentally harmful emissions. The catalytic converters are harvested by street level criminals and then sold to "fences". These "middle men" in turn sell the converters to Metal Recyclers. Once the metals are melted and separated the Metal Recyclers can sell the precious metals. This market grew exponentially as prices of Rhodium, Paljadium and Platinum soared in 2021-2023, This huge increase in metal prices drove the Catalytic Converter theft market. Rhodium prices surged from approximately \$6,000 per ounce in early 2021 to over \$20,000 per ounce by mid-2023. Palladium prices rose from around \$2,000 per ounce in early 2021 to over \$3,000 per ounce in mid-2023. Platinum prices saw a more modest increase, from about \$1,000 per ounce in early 2021 to around \$1,200 per ounce in mid-2023. Due to the increase in precious metal prices, the offenders then have the opportunity to increase the reward for a relatively low risk crime, which is extremely hard to detect, from a law enforcement perspective. The offenders only need a reciprocating saw with metal cutting blades. These offenders usually target vehicles that sit higher off the ground, such as trucks and SUV's. They also target vehicles with more than one converter. The Southeast Texas Auto Theft Task Force experienced the highest theft rates from Toyota Vehicles during 2022-2023. More specifically Tundra and Tacoma Pick-Up Trucks. These vehicles have more than one Catalytic Converter. The Tundra has 4 Catalytic Converters, two on each exhaust. The Tacoma has two Catalytic Converters on the single exhaust. The Beaumont area is located approximately 80 miles east of Houston and runs all the way to the Louisiana State Line. Interstate 10 is a direct access highway from Houston and became the target of many Catalytic Converter thieves during 2022-2023. Many collaborations were conducted with Houston PD and - Harris County during that time, identifying several actors in both jurisdictions. There were also local actors identified and arrested as well. The Legislature passed HB 4110, restricting Metal Recyclers ability to purchase and sell Catalytic Converters. This had little effect on the theft rates, due to the still rising metal prices. This also created the need to transport the converters out of the state in order to sell them. During this time period actors were now going across the Louisiana State Line in order to avoid detection. The Task Force was able to work with at least one Metal Recycler in Louisiana to identify some of the local Catalytic Converter thieves and made at least three arrests on prolific offenders from the Beaumont area. The operations conducted by Houston PD, Harris County SO and other Houston Area agencies after the death of Deputy Darren Almendarez, had a significant effect on the Catalytic Converter theft rate in the Beaumont area. This, followed by The Deputy Darren Almendarez Act (SB 224), which gave funding and a law with teeth, are huge steps in the battle against Catalytic Converter theft. The Southeast Texas Auto Theft Task Force project area has recorded at least 663 Catalytic Converter thefts (based on the statistics above, which are agencies that had accurate records of Catalytic Converter theft from a Motor Vehicle) during the 2022-2023 Grant years. This is substantial when figuring just replacement cost to the consumer. During the height of the Covid-19 pandemic some estimates for replacement of the Catalytic Converter/Exhaust system were as high as \$8,000.00 and a wait of up to three months for the parts, due to the high demand and the disruption of the supply chain. These thefts in many cases furthered the disruption, aggravating the issue. Based on a very conservative average of \$2,000.00 per Catalytic Converter system, would be over \$1,300,000.00. This doesn't take into account the social and economic losses, such as lost time at work, missed doctors visits, inability to get kids to school, deliveries that could not get made etc. These costs are exponentially incalculable. Catalytic Converter Theft from a Motor Vehicle is costly to everyone in the State of Texas and hit the Southeast Texas Auto Theft Task Force coverage area hard economically and socially. Many businesses were closed down for undetermined lengths of time due to these thefts, not to mention the families that suffered additional hardships.

#### **Grant Goals and Activities**

There are two parts to this section: 1) Functions of Proposed Program and 2) Goals Strategies and Activities (GSA). In the following boxes, describe the functions of the proposed program and then complete a fillable form called GSA.

MVCPA programs must completely describe the actions, methods and tactics that law enforcement and civillan staff will perform for each of the categories below. Describe the reliance on technology or other program elements to solve the problem statement above and goals below. Functions must be detailed and consistent with the requested budget. If a grant is awarded, funds expended towards activities not described in this section will result in the relmbursement being denied.

#### Part 1

3.1 Functions of the proposed program related to Catalytic Converter Theft from a motor vehicle.

The Southeast Texas Auto Theft Task Force will utilize multiple Goals, Strategies and Activities to reduce the incidence of Catalytic Converter Theft from a Motor Vehicle, employing a comprehensive program including "Force Multipliers" such as LPR's / Cameras, Drones and Night Vision devices to address and reduce the problem. Strategy: Reduce the incidence of Catalytic Converter Theft: Goals: Identify and Target Offenders and Prolific Offenders - Collect Intelligence - Collaborate with Law Enforcement Agencies and other Organizations - Community Crime Prevention Campaign. Activities: Identify and target Offenders and Prolific Offenders: Offenders in Catalytic Converter theft from a motor vehicle will be identified by information and intelligence gathered from offense reports, intelligence gained from arrests, informants, other law enforcement agencies, LPR's (FLOCK Cameras and dedicated Video Wall Boards to supplement the Beaumont PD Real Time Crime Center Monitoring System, as well as provide real time live feed access and monitoring of operations conducted by the Southeast Texas Auto Theft Task Force, which will be instrumental in intelligence gathering), surveillance observations (including the use of Drones and Night Vision Binoculars), bait operations, repair shop inspections, salvage yard inspections, metal recycler inspections, as well as Used Auto Parts resale location inspections. The Beaumont Police Department Crime Analyst will also used to a degree to determine patterns or trends in these offenses. The offenders will be the target of investigations based on the method of operation involved in the crime, types of vehicles being targeted, geographical location of the crimes and any information or evidence pointing to or linking them to the crime(s). Covert operations will be used to target catalytic converter theft from a motor vehicle offenders, such as, bait operations, surveillance (Drones and Night Vision Binoculars) and LPR system data mining (FLOCK cameras), as well as witnesses or video from crime scenes, to Identify offenders and determine if there is an organized criminal enterprise involved. Catalytic Converter Theft from a Motor Vehicle requires an involved plan using LPR's (FLOCK Cameras) as a large intelligence gathering data base. These cameras, which will placed throughout the city of Beaumont in areas near and around Salvage Yards, Metal Recyclers and Used Auto Parts Dealers, as well as main thoroughfares and highways, working in conjunction with the Axon Camera system that is already in place at the Beaumont Police Department in all patrol vehicles, which are also LPR's, will be the focal point of the intelligence gathering mechanism. There are numerous individuals working alone and organized criminal rings, committing these thefts. There are often no real patterns to follow, such as general time frames, as they occur at all times of the day; geographical areas are unlimited and random; when the crime is committed, the actors are generally not visible, as they are under a vehicle. The property taken is not generally traceable and may be sold in other states. Therefore, intelligence collection and collaboration with other law enforcement agencies, in and out of the coverage area will be essential. Developing relationships with privately owned businesses, in and out of the coverage area, that deal in catalytic converter sales or purchases, will be priority in order to obtain information or intelligence on potential or confirmed actors in these thefts. That type of networking is already in place and work is being done to expand those contacts further. Collaboration with other law enforcement agencies and other organizations: Collaboration with law enforcement agencies in and out of the project area and other MVCPA State Task Forces to determine crime trends, patterns and suspected offenders, through intelligence sharing. This includes information or intelligence involving juvenile offenders. Assisting other agencies with Catalytic Converter Theft from a Motor Vehicle. This collaboration will be necessary in determining if the crimes are being committed by an organized ring, if it is one individual or a crime of opportunity. The collaboration would include the District Attorney's Offices in the jurisdictions affected, to help them understand the scope and importance of the crime(s) and provide any additional information that might be needed to properly prosecute the offender(s) utilizing The Deputy Darren Almendarez Act to achieve the maximum incarceration result. Community Crime Prevention and Awareness is a component of the overall program. Information and instruction for the public is important to aid in the prevention of even one auto related crime. The Task Force will continue the efforts to educate the public in as many forums as are available; Neighborhood Association Meetings, Civic Organizations, Citizens Police Academy, Media Interviews, Police / Community Events, mass Catalytic Converter engraving events marking converters with a standardized engraving making the converter traceable to a specific vehicle or giving the ability to detect that the converter has been altered giving the presumption of theft and Public Service Announcements through the Beaumont Police Department, along with Social Media.

3.4 Functions of the proposed program related to preventing Catalytic Converter Theft

The Scutheast Texas Auto Theft Task Force proposes to utilize training, education and public awareness programs, in an effort to reduce catalytic converter theft from a motor vehicle. These efforts will be focused on training of law enforcement officers in the project area at an annual Motor Vehicle Crimes TCOLE approved training class, roll call training conducted by task force personnel at the Beaumont Police Department and dissemination of the information to agencies within the project area. This information will include the latest Catalytic Converter theft from a motor vehicle intelligence, as it is acquired and any information on actor(s) / vehicle(s) involved. This information may be relayed or distributed to individual agencies in or out of the project area, as determined by relevance or necessity, for timely action relating to frequency or urgency of the crime pattern or trend. The Task Force will also attend Neighborhood Association Meetings, as deemed necessary to educate the public on methods to minimize becoming a victim of Catalytic Converter Theft. These practices would include, securing vehicles at night in a garage or well lit area, purchasing aftermarket catalytic converter protection devices, marking catalytic converters with heat resistant bright colored paint or engraving the VIN on the converter and adding vibration sensors to the vehicle with a car alarm. The task force would also set dates for engraving of Catalytic Converters to be conducted at the Task Force Office. These engraving events would be coordinated with the local agencies in the project area and with other MVCPA task forces for regional or statewide events. The task force will also use the media and social media to publicize information on how to reduce the chances of becoming a victim of Catalytic Converter theft.

3.6 Collaboration Effort -- Describe the taskforce method to collaborate, and not duplicate existing activities. Describe the cross boundaries regional approach to grant activity implementation. Describe how the applicant staff and jurisdiction will coordinate with other taskforces and law enforcement agencies to implement this program.

The Southeast Texas Auto Theft Task Force maintains a close working relationship with the agencies in the coverage area. Regular communication and interaction with these agencies allows for information and intelligence exchanges, reducing duplication of activities. The Task Force is called on by these agencies when they experience an issue related to motor vehicle crimes, including Catalytic Converter theft from a motor vehicle. The task force also networks with other task forces in the region. Statewide collaboration is facilitated, in great part, through the MVCPA monthly webinars. These exchanges illustrate how information on trends and patterns that are occurring in other parts of the state, may predict that they will be occurring in our area and vice versa. Task Force personnel make regular contact with task forces in the region regarding active cases. These collaborations have resulted in recoveries in all aspects of motor vehicle crimes and catalytic converter theft, as well as suspect development and apprehensions. Communication is the key to coordination and collaboration to minimize duplication and maximize deconfliction. Project area agencies also call on the Southeast Texas Auto Theft Task Force for any resources that might be available through the task force and are always accommodated if possible. The Southeast Texas Auto Theft Task Force fosters these long-standing relationships, maintaining these alliances and working toward the common good for the project area and the State of Texas.

3.7 If the proposed application requests any exceptions or deviation from any general grant rules, RFA conditions or grant administrative policy, please indicate in the section below. Indicate the section of the specific issue and citation that you are asking the MVCPA to consider and the rational for the request.

The Southeast Texas Auto Theft Task Force is not requesting any exceptions or deviations from rules, conditions or policies.

#### Part II

Theft

#### Goals, Strategies, and Activities

Select Goals, Strategies, and Activity Targets for the proposed program described in the application.

Click on the link above to open a new table called Goals, Strategies, and Activity. Applicants will review the statutory and optional activities. The first section is the statutory measures. Grantees may not provide targets for this section but need to review the descriptions to ensure that they understand the statutory minimum requirements associated with this grant. Applicants will then review the other items and estimate targets for only the activities that the applicant has described and plans to complete under this application.

lD	Activity	Measure T	farget
		Grantees. Add Target values for those that you will measure.	
1		cidence of Catalytic Converter Theft through Enforcement Strategies	
1.1 1.1.1	Strategy 1: Conduct Activities t Identify groups of catalytic conveter theft offenders through intelligence gathering, crime analysis and the use of informants	hat Result in the Arrest, Clearance, and Recoveries of Catalytic Converter Thefi Number of catalytic conveter theft groups identified. Include gangs, cartels or other criminal enterprise with two or more members	t 2
1.1.2	Identify and document/record prolific Catalytic Converter Theft offenders [Prolific is defined as "linked to Catalytic Converter Theft offenses three or more times"]	Number identified/documented offenders .	2
1.1.5	Conduct inspections of local businesses related to vehicle enterprise (transportation code or occupation code authorized companies such as salvage yard, repair shop, parts recycling center, used car dealership, salvage rebuilder, title service company, other).	Number of businesses inspected	20
1.1.6	Conduct beit vehicle operations that target Catalytic Converter Theft offenders	Number of bait vehicle deployments. Include Catalytic Converter Theft bait operations here.	6
1.1.8	Deploy license plate readers (LPR)	Number of times LPR deployed. Deploy: If stationary unit then total number of days or partial days unit was operable and on. Mobile unit number of days the unit was on and operable.	
1.1.9	Respond to taskforce license plate reader (LPR) alert notifications	Number of times investigators responded to taskforce LPR alert notifications regardless of whether vehicle was located	
1.1.12	Conduct covert operations targeting Catalytic Converter Theft offenders	Number of covert operations	6
1.1.13	Conduct warrant "round-up" operations targeting catalytic converter crime offenders, including people wanted for Catalytic Converter Theft	Number of warrant round-up operations performed Catalytic Converter Theft	
1.1.15	Increase the recovery rate of stolen motor vehicle Catalytic Converter	Report the number of Catalytic Converters recovered by taskforce	

ID Activity	Measure Tar	get
1.1.16 Increase the clearance rate of	Report the number of Catalytic Converter Theft cases cleared	
Catalytic Converter Theft 1.1.17 Increase the number of persons	Report the number of persons arrested for Catalytic Converter Theft by taskforce	
arrested for Catalytic Converter Theft	rative Efforts that Result in Reduction of incidents of Catalytic Converter Theft	
1.2 Strategy 2: Conduct Collabor 1.2.1 Provide Agency Assists for Catalylic Converter Theft	Number of agency assists related to catalytic conveter theft. Assist means responding or answering questions via phone, e-mail, or in person. Providing recommendation, guidance, strategy, support or information that other LEOs will use to resolve their cases. The assist generally does not have the direct responsibility for an investigation nor uses LEO authority. The assist helps another LEO or agency investigate cases. Analysts and civilian employees will record their assists to outside LEOs and agencies met here along with officers.	10
1.2.2 Collaborate with other units or divisions (i.e. homicide, vice, narcotics, etc.) within the taskforce department(s) where there were crimes involving catalytic converter theft. Include all participating jurisdiction departments here.	Number of times collaborated within departments or SOs participating in taskforce related to Catalytic Converter Theft. Collaboration means physically using law enforcement resources, tactics and authority to perform activity on cases that draw upon or aid in the investigation intended to further the resolution of any case, identify parties to crime, identify vehicles, interview witnesses/suspects and apprehend suspects. Collaboration will include any help, recommendation, contribution or support requested from or provided to another unit or offered by the taskforce that aids in the furtherance of Catalytic Converter Theft investigations.	5
Collaborate with all other outside LE agencies and other organizations that assist in the reduction of Catalytic Converter Theft. Include all coverage jurisdictions here	Converter Theit. Collaboration means physically using law enforcement resources, tactics and authority to perform activity on cases that draw upon or aid in the investigation intended to further the resolution of any case, identify parties to crime, identify vehicles, interview witnesses/suspects and apprehend suspects. Collaboration will include any help, recommendation, contribution or support requested from or provided to another unit or offered by the taskforce that aids in the furtherance of Catalytic Converter Theft investigations	5
1.2.5 Conduct intelligence information- sharing (Personal attendance)	Number of intelligence meetings attended (include attending as presenter, participant or attendee)	
1.2.6 Conduct intelligence information- sharing (Written information)	Crime analysis bulletins disseminated (include information distributed to law enforcement agencies via text, e-mail, or intra-net communications)	
1.2.7 Collaborate with other MVCPA taskforces	Number of times collaborated with other MVCPA taskforces that assist in the reduction in Catalytic Converter Theft	
3 Goal 3: Educate/Train Citizens	and Qualified Personnel in Detection and Prevention of Catalytic Converter Theft	
	duct Public Awareness Related Activities Used to Educate Citizens	2
3.1.1 Conduct educational outreach events (include trade show, exhibits, booths at community events, vehicle displays brochures, etc.)	•	-
3.1.2 Conduct educational presentations to the public	Number of presentations. Presentation means in person, on-line, original written document, article, or webpage.	
3.1.4 Conduct vehicle identification initiative/event	Number of etching events. Including catalytic converters.	2
3.1.4.1 Conduct vehicle identification initiative/event	Number of Participants/Attendees Catalytic Converters Marked)	
3.1.5 Purchase advertisements in local outlets	Number of advertisements purchased or provided complimentary for taskforce. Include all types of media purchased or provided free (social, tv, utility inserts, billboards, transportation, etc.)	
3.1.7 Utilize social media outlets (Facebook Twitter, Instagram, etc.)	r, Number of postings in social media outlets	10
3.1.8 Deploy outdoor public notification signage	Number of deployments per month (if sign remains several months, count as 1 deployment per month)	
3.1.10 Conduct media outreach, including, public service announcements, press releases, and interviews	Number of outreaches	2
3.2 Strategy 2: Conduct Law Enforce	ement Training Activities to Educate Officers on Recognition and Apprehension o Stolen Vehicles and Property	f
3.2.1 Conduct law enforcement training (TCOLE)	Number of classes provided for TCOLE credit	1
3.2.3 Conduct vehicle crimes presentations to law enforcement agencies (non TCOLE)	Number of classes or presentations. Presentations may include electronic roll call documents, shift BOLOs and other written or presented materials based on local practices.	5

#### **Grant Evaluation**

- 4.1 Describe the local method and/or practice used to collect the data for reporting Goals, Strategies, and Activities and to evaluate the grant program effectiveness. Describe management and staff participation. Include descriptions of systems (forms and software) that will be used to ensure reliable and accurate data is collected and reported. Describe any other evaluation methods used in the applicant agency to determine effectiveness or cost efficiency of the program.
  - The local evaluation process establishes accountability and measurement of progress through collection of data and information throughout the chain of command. Investigators are required to keep activity logs and submit monthly reports to the Program Manager. The Task Force Supervisor/Program Manager reviews cases and monitors the activities of investigators. The Program Director oversees the entire operation, including the field supervisor, and maintains records of activity and spending. The Program Director works closely with the Beaumont CFO's grant coordinator and reports as necessary to the department heads of the participating agencies to discuss progress and/or problems. NiBRS data for all agencies within the project area will be closely monitored to determine the overall impact of Task Force efforts. Personal activity logs and specific reports will be maintained to log progress on stated objectives. These include information detailing such things as the number of balt operations, inspections and public awareness initiatives performed. They will also record other items like arrests made, cases filed, Catalytic Converters recovered, and the dispositions of the property upon completion of the cases. Progress of the program will be evaluated monthly. Each investigator will complete a monthly report based on MVCPA reporting categories and the specific strategies, activities and goals of this grant. Each report will be accompanied by documentation supporting the information given. The Project Manager will then compile that information into the quarterly Progress Reports that are forwarded to MVCPA. All other MVCPA required reporting will be completed by the Program Manager, such as the year end progress report.
- 4.2 Provide any other suggested measures that would better reflect the law enforcement or prevention work that the proposed program will perform. If the suggested measure fits into one of the stated goals above please indicate.
  None Noted.

#### **TxGMS Standard Assurances by Local Governments**

② We acknowledge reviewing the TxGMS Standard Assurances by Local Governments as promulgated by the Texas Comptroller of Public Accounts and agree to abide by the terms stated therein.

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# Exhibit B FY 2024 Senate Bill 224 Grant Resolution, Statement of Grant Award and Acceptance

#### **RESOLUTION NO. 24-124**

# BE IT RESOLVED BY THE CITY COUNCIL

# OF THE CITY OF BEAUMONT:

WHEREAS, under the provisions of the Texas Transportation Code Chapter 1006 and Texas Administrative Code Title 43; Part 3; Chapter 57, entities are eligible to receive grants from the Motor Vehicle Crime Prevention Authority to provide financial support to law enforcement agencies for enforcement teams to combat Catalytic Converter Theft from Motor Vehicles in the jurisdiction; and;

WHEREAS, this grant program will assist this jurisdiction to combat Catalytic Converter theft from motor vehicles; and;

WHEREAS, City of Beaumont has agreed that in the event of loss or misuse of the grant funds, City of Beaumont assures that the grant funds will be returned in full to the Motor Vehicle Crime Prevention Authority;

NOW, THEREFORE, BE IT RESOLVED BY THE

CITY COUNCIL OF THE CITY OF BEAUMONT:

THAT the statements and findings set out in the preamble to this resolution are hereby, in all things, approved and adopted; and,

THAT Kenneth Williams, City Manager, is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Motor Vehicle Crime Prevention Authority Grant Program and all other necessary documents to accept said grant; and,

BE IT FURTHER RESOLVED THAT John Cross Sr., Lieutenant, is designated as the Program Director and Cheryl Ray, Chief Financial Officer, is designated as the Financial Officer for this grant.

The meeting at which this resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 21st day of May,

2024.



/ Mayor Roy West -



# FY24 SB224 Catalytic Converter Grant Motor Vehicle Crime Prevention Authority Statement of Grant Award and Grantee Acceptance Notice

Grant Number:

224-24-1230100

Grantee:

City of Beaumont

Program Title:

Southeast Texas Auto Theft Task Force

Grant Award Amount:

\$527,700

Total Cash Match Amount:

-0-

In-Kind Match Amount:

-0-

Reimbursement Percent\*:

100%

Grant Term:

May 21, 2024 to May 20, 2025

# Grant Budget Summary: City of Beaumont (App ID: 269)

Budget Category	MVCPA Expenditures	Cash Match Expenditures	Total Expenditures	In-Kind Match
Personnel	\$0	\$0	\$0	
Fringe	\$0	\$0	\$0	
Overtime	\$0	\$0	\$0	
Professional and Contract Services	\$0	\$0	\$0	
Travel	\$0	\$0	\$0	
Equipment	\$247,700	\$0	\$247,700	
Supplies and Direct Operating Expenses (DOE)	\$280,000	\$0	\$280,000	
Total	\$527,700	\$0	\$527,700	

<sup>\*</sup>Reimbursement Percent: 100%

That whereas, The City of Beaumont (hereinafter referred to as Grantee), has heretofore submitted a grant application in response to the Request for Application issued on April 5, 2024 to the Motor Vehicle Crime Prevention Authority, State of Texas, entitled Southeast Texas Auto Theft Task Force and further identified by grant number 224-24-1230100 and

Whereas, the Motor Vehicle Crime Prevention Authority has approved the grant application as evidenced by this FY24 Statement of Grant Award and certain special requirements from the Motor Vehicle Crime Prevention Authority dated 08/09/2024 and

Whereas, the Grantee desires to accept the FY24 grant award and use all funds for purposes and in compliance with the following requirements that are adopted in their entirety by reference:

- Texas Transportation Code Chapter 1006;
- Texas Administrative Code: Title 43; Part 3; Chapter 57;

- Texas Grant Management Standards (TxGMS) as promulgated by the Texas Comptroller of Public Accounts including TxGMS Standard Assurances by Local Governments and Standards for Financial and Program Management;
- The Request for Applications issued on April 5, 2024;
- The current Motor Vehicle Crime Prevention Authority Grant Administrative Manual and forms and subsequently adopted grantee instruction manuals and forms;
- The Final Adopted Application attached to this Statement of Grant Award; and
- The Approved Grant Budget Summary

Now, therefore, the Grantee accepts the FY24 Statement of Grant Award under the conditions above including the special requirements in the grant application and the Statement of Grant Award as evidenced by this agreement, executed by the official authorized to sign the original grant application, or the official's designated successor, as presiding officer of and on behalf of the governing body of this grantee; and

The Motor Vehicle Crime Prevention Authority has awarded the above-referenced grant subject to the availability of state funds. The approved budget is reflected in the above Approved Grant Budget Summary. This grant is subject to and conditioned upon the acceptance of the MVCPA Grant Administrative Guide promulgated for this specific program fund (referenced above) by the Motor Vehicle Crime Prevention Authority. Applicable special conditions are listed below.

Special Conditions and Requirements (MVCPA will only apply special conditions to applicable jurisdictions):

X Non-Supplanting - The grantee agrees that funds will be used to supplement, not supplant, funds that would otherwise be available for the activities under this grant. This includes demonstrating that new funded positions will be added to the department and not replacing local funds with state funds.

X Intelligence Sharing - The grantee is required to ensure that Law Enforcement personnel funded in whole or in part by this grant actively participate in Law Enforcement intelligence sharing webinars and Motor Vehicle Crime Investigator Virtual Command Centers organized and promoted on behalf of the MVCPA program operation and statewide collaboration.

X Multi-agency Grant Operational Plan – The grantee is required to provide an operational plan describing the communication process with participating and coverage jurisdictions. The operational plan must include how meetings are held, how often, and whether meetings are held in person or remotely. The grantee must report meetings in quarterly progress reports.

X Multi-Agency grant - The grantee is required to complete and maintain interlocal agreement with all participating subgrantees as required by law and TxGMS. The grantee must complete a process to monitor and ensure grant compliance of subgrantees. The grantee must maintain the process locally and document compliance with that plan.

APPROVED AND ACCEPTED BY:

Authorized Official

Printed Name and Title

**Date Signed** 

FY24 SB224 Catalytic Converter MVCPA Statement of Grant Award and Grantee Acceptance Page 2 of 2

# Southeast Texas Auto Theft Task Force Interlocal Agreement 2025 Grant Year



City of Beaumont, Jefferson County,

City of Port Arthur,

Hardin County, Orange County,

Jasper County

# INTERLOCAL AGREEMENT

# SOUTHEAST TEXAS AUTO THEFT TASK FORCE

STATE OF TEXAS COUNTY OF JEFFERSON § 8

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

# WITNESSETH

WHEREAS, Beaumont, Port Arthur, Hardin County, Jasper County, Jefferson County, and Orange County, collectively herein after referred to as "Parties", have the objective to participate in a combined task force funded by the Motor Vehicle Crime Prevention Authority (MVCPA) of the State of Texas, in the amount of \$724,534.00 for the Southeast Texas Auto Theft Task Force, and,

WHEREAS, the Grantee and Sub-Grantees have agreed to contribute the total of \$146,200.00 in matching funds and \$423,382.00 in in-kind matching funds if said grant application is approved; and,

WHEREAS, the source of funds would not normally be used for this purpose; and,
WHEREAS, the Parties believe it to be in their best interests to continue a

multijurisdictional MVCPA Task Force; and

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

# NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

# ARTICLE I. PURPOSE

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

### ARTICLE II. TERM

2.01 The term of this Agreement is to commence on May 21st, 2024 and to end May 20th, 2025.

# ARTICLE III. CONSIDERATION

3.01 As consideration for this Agreement, the **Grantee and Sub-Grantees** agree to contribute a total of \$146,382.00 in matching funds and \$423,382.00 in in-kind matching funds for the enhancement of the funded grant program in the amounts and methods as follows:

Item Description	Amount	Method (Cash Paid/In Lieu of/In kind)
Travel; Equipment; Supplies and	\$86,200.00	Cash Match paid by Beaumont
Direct Operating Expenses		
Professional and Contractual	\$30,000.00	Fringe paid by Port Arthur in Lieu of match
Services (Investigator's Benefits		
for Port Arthur employee)		
Professional and Contractual	\$30,000.00	Fringe paid by Jefferson County in lieu of
Services (Investigator's Benefits		match
for Jefferson County employee)		
Hardin County	\$0.00	N/A
Jasper County	\$0.00	N/A
Orange County	\$0.00	N/A
Total Source of Cash Match	\$146,200.00	

Item Description	Amount	Method (Cash Paid/In Lieu of/In kind)
Beaumont (Personnel, Fringe,	\$423,382.00	In Kind Match Expenditures paid by Beaumont
Overtime, Supplies and Direct		
Operating Expenses)		
Port Arthur	\$0.00	
Jefferson County	\$0.00	
Hardin County	\$0.00	
Jasper County	\$0.00	
Orange County	\$0.00	
Total Source of In-Kind Match	\$423,382.00	

# ARTICLE IV. ALLOCATION OF FUNDS

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

# ARTICLE V. EQUIPMENT

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

#### ARTICLE VI. AMENDMENTS

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

#### ARTICLE VII. LEGAL CONSTRUCTION

7.01 In the event any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

#### ARTICLE VIII. UNIFORM ASSURANCES

comply with the following uniform assurances:

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

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

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

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

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

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

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

Davis-Bacon Act and the Copeland Act - Grantee represents and warrants that it will comply with the requirements of the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions

Applicable to Contracts Covering Federally Financed and Assisted Construction") and the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874).

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

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

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

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

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

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

Excluded Parties - Grantee certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with

Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States

Department of the Treasury, Office of Foreign Assets Control.

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

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

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

Indemnification - to the extent permitted by law Grantee shall defend, indemnify and hold harmless the state of Texas and agency, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of, or resulting from any acts or omissions of Grantee or its agents, employees, subcontractors, order fulfillers, or suppliers of

subcontractors in the execution or performance of the contract and any purchase orders issued under the contract. The defense shall be coordinated by Grantee with the office of the Texas Attorney General when Texas state agencies are named defendants in any lawsuit and Grantee may not agree to any settlement without first obtaining the concurrence from the office of the Texas Attorney General. Grantee and agency agree to furnish timely written notice to each other of any such claim.

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

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

Lobbying Expenditure Restriction - Grantee represents and warrants that Agency's payments to Grantee and Grantee's receipt of appropriated or other funds under the contract or grant are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures

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

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

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

Texas Public Information Act - Information, documentation, and other material in connection with this Solicitation or any resulting contract or grant may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Grantee is required to make any information created or exchanged with the State pursuant to the contract or grant, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

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

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

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

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

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

# ARTICLE X. FINANCIAL ADMINISTRATION

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

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

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

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

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

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

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

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

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

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

#### ARTICLE XI. COMPLIANCE

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

504

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

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

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

# ARTICLE XII. ENTIRE AGREEMENT

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

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

EXECUTED by the City of Beaumont this	day of
, 2024	
CITY OF BEAUMONT, TEXAS	
By:	
Kenneth Williams, City Manager	

EXECUTED by the City of Port Arthur this	day of
, 2024	
CITY OF PORT ARTHUR, TEXAS	
By:Ronald Burton City Manager	

EXECUTED by Jefferson Cou	nty this	_day of
October	2024	marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli Marianilli
JEFFERSON COUNTY, TEXA	AS	The state of the s
By:  Jeff Branick, County Ju	ndge.	MANAGE ON COUNT AND
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	DATE 1929	12024

EXECUTED by Hardin County thisday of	
, 2024	
HARDIN COUNTY, TEXAS	
By:	

EXECUTED by Jasper County this	day or
, 2024	
JASPER COUNTY, TEXAS	÷
By:	
Mark Allen, County Judge	

day or
•

# Exhibit A FY2025 Task Force Grant Final Negotiated Application



City of Beaumont Taskforce Grant Negotiation for Fiscal Year 2025

The Application was submitted by Kenneth Williams at 8/21/2024 3:42:04 PM and is now locked. The confirmation Number is 2024082100301.

Primary Agency / Grantee Legal Name: City of Beaumont

Organization Type: Law Enforcement

Organization ORI (if applicable): TX1230100: BEAUMONT PD (MIP)

Program Title Please enter a short description of the proposed program that can be used as the title. Southeast Texas Auto Theft Task Force

Application Category (See Request for Applications [RFA] for category details and descriptions RFA Priority Funding Section): New Grant - 2025 is the first year of the MVCPA Taskforce Grants. All 2025 grant applicants use the new grant category.

MVCPA Program Category (see RFA and TAC 43, 3 §57.14), Check all that apply.

- · Law Enforcement, Detection and Apprehension
- · Prevention, Anti-Theft Devices and Motor Vehicle Registration
- · Reduction of the Sale of Stolen Vehicles or Parts
- · Education Programs and Marketing

#### Taskforce Grant Participation and Coverage Area

Provide a General Description of the Participating and Coverage Area of this Grant Application Jefferson, Hardin, Orange, Jasper Counties and all Municipalities therein.

Define in the tables below the grant relationships and geographic area of the taskforce:

Applicant will add the participating and coverage agencies from the ORI list below. If an agency is not in the ORI list, please include the agency and role in the general description above. Make sure to follow the definitions below and select an agency in the dropdown. Use the Add as Participating Agency or Add as Coverage Agency button to populate the list.

Participating Agencies are agencies that materially participate in the grant application through the exchange of funds for reimbursement and cash match. Participating agencies are defined after the grant award by interlocal/interagency agreements. Each applicant must select their own agency first. Then select agencies that will receive or provide funding and/or resources. [Note: Interlocal/interagency agreements do not need to be submitted with the application. Interlocal agreements will need to be executed prior to the first payment being made if selected for a grant. Letters of support with the application from the participating agencies are strongly recommended.]

Coverage Agencies are agencies that provided some level of coverage, assistance or support by this grant application but will not materially exchange funds as cash match or reimbursement. The coverage is not supported by an after the award with interlocal/interagency agreements. Coverage agencies as law enforcement agencies may have jurisdictional coverage agreements unrelated to the grant (Ex. City Y is within County X or vice versa). Agencies selected in this list include agencies that will be covered or where the agency indicates that their agency will coordinate or call upon the taskforce. Letters of support with the application from the participating agencies are strongly recommended.

#### **Participating Agencies**

TX1230000 JEFFERSON CO SO TX1230100 BEAUMONT PD (MIP)

#### Coverage Agencies

TX1000000 HARDIN CO SO TX1000100 KOUNTZE PD TX1230700 PORT ARTHUR PD (AE) TX1000200 SILSBEE PD TX1000300 SOUR LAKE PD TX1000900 LUMBERTON PD (IBR)

In-Kind

Match

Total

**Expenditures** 

TX1210000 JASPER CO SO TX1210100 JASPER PD TX1210200 KIRBYVILLE PD TX1230300 GROVES PD TX1230500 NEDERLAND PD TX1230800 PORT NECHES PD TX1231000 LAMAR UNIVERSITY PD TX1810000 ORANGE CO SO TX1810100 BRIDGE CITY PD TX1810200 ORANGE PD TX1810300 PINEHURST PD **TX1810400 VIDOR PD** TX1810500 WEST ORANGE PD TX1810800 ROSE CITY PD

Cash

Match

**Expenditures** 

Resolution: Complete a Resolution and submit to local governing body for approval. Sample Resolution is found in the Request for Application or send a request for an electronic copy to grantsMVCPA@txdmv.gov. The completed and executed Resolution must be attached to this on-line application.

#### **Grant Budget Form**

MVCPA recommends that the applicant complete the total costs (MVCPA and Cash Match combined) for this program. The applicant can then enter the desired amount of Cash Match (not less than 20% per TAC Title 43, A§57.36). The system will then calculate the correct grant and match amounts.

**MVCPA** 

**Expenditures** 

#### **Budget Entry Option:**

Enter MVCPA and Cash Match Amounts

**Budget Category** 

Personnel		\$293,8	32	\$0	\$293,832	\$300,832
Fringe		\$108,0	00	\$0	\$108,000	\$108,000
Overtime		\$6,7	50	\$0	\$6,750	\$6,750
Professional and Contract Service	ces	\$166,0	00	\$60,000	\$226,000	
Travel		\$14,9	50	\$800	\$15,750	
Equipment		\$36,0	00	\$9,000	\$45,000	
Supplies and Direct Operating E	xpenses (DOE)	\$99,0	02	\$76,400	\$175,402	\$7,800
Total		\$724,5	34 \$	146,200	\$870,734	\$423,382
Cash Match Pe	rcentage			20.18%		
Description	Subcategory	Pct Time	MVCPA Funds	Cash Match	Total	In-Kind Match
	Personnel					
Drogram Director / Commander	Investigator/LEO	100	\$0	\$0	9	\$116,944
Program Director / Commander Program Manager / Supervisor	Investigator/LEO	100	\$107,94	•	\$107,94	
	Investigator/LEO	100	\$92,94	•	\$92,94	
Investigator 1 Investigator 2	Investigator/LEO	100	\$92,94	•	=	
Investigator 3	Investigator/LEO	100	ψυΖιυτι	Ψ.		50 \$92,944
Investigator 4	Investigator/LEO	100				\$90,944
Total Personnel	mvosagaton220	600	\$293,83	2 \$0		•
	Fringe					
Program Director / Commander	Investigator/LEO		\$0	\$0	;	\$36,000
Program Manager / Supervisor	Investigator/LEO		\$36,00	\$0	\$36,00	30 \$0
Investigator 1	Investigator/LEO		\$36,00	\$0	\$36,00	00
Investigator 2	Investigator/LEO		\$36,00	\$0	\$36,00	00
Investigator 3	Investigator/LEO		\$6	50 \$0	:	\$0 \$36,000
Investigator 4	Investigator/LEO		\$6	0 \$0	\$	\$0 \$36,000
Total Fringe	v		\$108,00	0 \$0	\$108,0	000 \$108,000
	Overtime					
Program Director / Commander	Investigator/LEO		\$	0 \$0	;	\$0 \$2,250
https://mvcpa.tamu.edu/Negotiation/TFGPrin	tApplication.asp?1=1&AppID=301	&GrantTypeID	)=3			2/15

		Pct	MVCPA			In-Kind
Description	Subcategory	Time	Funds	Cash Match	Total	Match
Program Manager / Supervisor	Investigator/LEO		\$2,250	\$0	\$2,250	
Investigator 1	Investigator/LEO		\$2,250	\$0	\$2,250	
Investigator 2	Investigator/LEO		\$2,250	\$0	\$2,250	
Investigator 3	Investigator/LEO		\$0	\$0	\$0	\$2,250
Investigator 4	Investigator/LEO		\$0	\$0	\$0	\$2,250
Total Overtime	•		\$6,750	\$0	\$6,750	\$6,750
	Professional and Contract	Services				
	Investigator/LEO -					
Jefferson County	personnel	100	\$80,000	\$0	\$80,000	
Port Arthur	Investigator/LEO - personnel	100	\$86,000	\$0	\$86,000	
Jefferson County	Investigator/LEO - fringe	100	\$0	\$30,000	\$30,000	
Port Arthur	Investigator/LEO - fringe	100	\$0	\$30,000	\$30,000	
Total Professional and Contract Services	•	400	\$166,000	\$60,000	\$226,000	
	Travel					
	Law enforcement in-		444	•	<b>A</b> E 500	
Annual TAVTI	State		\$5,500	\$0	\$5,500	
MVCPA Board Meetings	Law enforcement In- State		\$0	\$800	\$800	
Auto Crime Related Training	Law enforcement In- State		\$2,650	\$0	\$2,650	
Investigative or Administrative	Law enforcement in- State		\$1,500	\$0	\$1,500	
MVCPA Grant Workshop/Board Meeting/Award	Law enforcement In- State		\$5,300	\$0	\$5,300	
Total Travel			\$14,950	\$800	\$15,750	
	Equipment					
1 Task Force Vehicle 1/2 ton Crew cab 4	-darbinone		000.000	#0.000	Ø45 000	
wheel drive			\$36,000	\$9,000	\$45,000	
Total Equipment			\$36,000	\$9,000	\$45,000	
que	olies and Direct Operating E	xpenses	(DOE)			
Office & Warehouse Lease		•	\$55,000	\$0	\$55,000	
Office Utilities			\$6,600	\$0	\$6,600	
Office Field and Operational Supplies			\$14,832	\$0	\$14,832	
Office Phone and Data Service			\$6,060	\$0	\$6,060	
Bait and Tracking Air Time			\$1,380	\$0	\$1,380	
Cell Phone Service			\$3,480	\$0	\$3,480	
Vehicle Lease 1			\$7,800	\$0	\$7,800	
Vehicle Lease 2			\$0	\$0	\$0	\$7,800
Vehicle Fuel, Maintenance and Repair:BF	סי		\$0	\$50,400	\$50,400	
TAVTI Registration Fees			\$1,200	\$0	\$1,200	
Uniforms			\$0	\$0	\$0	
Public Education and Awareness (Billboards)			\$0	\$26,000	\$26,000	
4- Covert Trackers Annual Service			\$2,000	\$0	\$2,000	
Auto Crimes Related Training Fees			\$650	\$0	\$650	
Total Supplies and Direct Operating Expenses (DOE)			\$99,002	\$76,400	\$175,402	\$7,800

#### A. Personnel

Narrative: Personnel: Commander: The Task Force commander will hold the rank of Lieutenant of the Beaumont Police Department and serve as the Program Director; oversee all task force personnel and associated task force operations; manage financial affairs pertaining to the grant; compile weekly payroll; direct task priorities, establish expectations and ensure accountability; work jointly with MVCPA, Beaumont Chief of Police, Beaumont CFO Office and its grant coordinator and the program manager to sustain grant

compliance and ensure positive outcomes; liaison with officials of participating and coverage agencies; attend appropriate meetings, seminars, training and webinars; administer or supervise any official task force webpage or social media presence; function as the official Task Force spokesperson and media contact; ensure that required MVCPA reports are submitted by the program manager; monitor progress and document accordingly; and delegate assignments to personnel as needed. The Commander will spend 100% of work hours on task force and grant related activities or objectives. The position will be funded as an In-Kind Match (\$116,000). Only actual figures will be submitted. Supervisor: The Task Force supervisor will hold the rank of Sergeant of the Beaumont Police Department and serve as the Program Manager; supervise task force investigators, monitor law enforcement activities in a front line basis, schedule personnel, set goals, manage after hour callouts, review and assign offense reports; analyze intelligence for trends or patterns; complete paperwork, organize special operations, including overt and covert activities as well as proactive enforcement; assess risk; assign tasks and data collection reports to investigators; compile and draft activity summaries for periodic reports; complete and submit MVCPA quarterly reports; assist investigators, and perform additional duties or assignments as directed by the Program Director. The supervisor will dedicate 100% of work hours to task force duties or functions. The position will be funded by MVCPA Funds (\$107,000) based on actual figures. Beaumont Police Investigators (1-4): The BPD investigators will conduct investigations of auto-related cases as assigned, prepare and present completed cases to the District Attorney identify and develop suspects; recover stolen vehicles and property associated with auto-related crimes; write, get approved and execute appropriate search warrants; assist with other cases outside of Beaumont within the coverage area, as well as, assisting with any cases outside that area that will further investigations for the task force, or with other auto theft task forces / agencies, that further the mission of reducing motor vehicle crimes in the State of Texas. They will also make recommendations to the task force supervisor on special operations based on intelligence and trends, liaison and convey intelligence to the appropriate agencies in and out of the coverage area, complete seizure and auction paperwork, assist with special operations; Conduct 68(A) inspections, salvage yard and repair shop inspections; and complete other duties and assignments assigned by the Program Manager or Program Director. Pursuant to Taskforce goals and MVCPA expectations, as individually assigned, investigators will also develop and present crime prevention and awareness presentations; conduct media interviews; disseminate public information on taskforce accomplishments or cases; upon approval by Commander or Supervisor, issue official press releases to media or agency public relations; email suspect BOLO reports inter-departmentally; attend relevant neighborhood association or community-led meetings; liaison with participating agencies; obtain and maintain crime statistics for coverage areas; as appropriate, mail or email case update notices to crime victims; assist other task force personnel with assigned duties including investigations, inspections, and back up; maintain all surveillance equipment and assist with its use during investigations or covert operations; cooperate with probation and parole offices to stay informed of the statuses of known auto crime recidivists; coordinate and conduct inspections of salvage dealers and repair shops within the scope of the taskforce jurisdiction as priorities permit; monitor local auctions where insurance-totaled vehicles are sold; in conjunction with the Supervisor, organize covert sting operations as needed to identify illegal activities by salvage dealers or repair shops; coordinate and conduct VTR-68A inspections; complete seizure paperwork, organize seized property inventory, prepare seized property for auction, and work closely with personnel who are associated with the process; and, complete other assignments as directed by the Supervisor or Commander. All fringe benefits will be cash-matched. All BPD investigators will devote 100% of work hours toward auto-crime and grant-related activities. Investigator 1 (\$92,000) and Investigator 2 (\$92,000), will be funded with MVCPA Funds (2 @ \$92,000 each = \$184,000). Investigator 3 (\$92,000) and Investigator 4 (\$90,000) will be an in-kind match (\$182,000). Only actual figures will be submitted. Clothing allowance provided by the City of Beaumont (\$4,824) in accordance with the collective bargaining agreement for 6 Beaumont officers is \$804.00 per officer per year (6 x 804 = \$4,824) and \$840 for Polo shirts with the SETX ATTF logo at \$35 per shirt and 3 shirts per task force member (35 x 3 x 8 = \$840 + \$4,824 = \$5,664).

#### B. Fringe

Narrative: Fringe: Fringe benefits include FICA, retirement withholding, and health insurance. City of Beaumont withholds FICA - Med at rate of 1.45% (except a Sgt. who was hired before April 1, 1986). TMRS Retirement withholdings including agency contributions: City of Beaumont (21.04% Rate). Total Fringe with health insurance varies per employee and may exceed the estimated amount of \$36,000. Only actual figures will be submitted. The Program Director / Commander Fringe will be an In-Kind Match (\$36,000). The Program Manager / Supervisor Fringe will be MVCPA Funded (\$36,000). Investigator 1 and Investigator 2 Fringe will be MVCPA Funded (\$36,000 X 2=\$72,000). Investigator 3 and Investigator 4 Fringe will be In-Kind Match (\$36,000 X 2=\$72,000). MVCPA Funded Fringe total: \$108,000. In-Kind Match Fringe total: \$108,000.

#### C. Overtime

Narrative: In most circumstances, task force personnel will flex hours to accommodate events or unexpected incidents that require an extended period of work beyond what is scheduled. There are however occasions where overtime will be required and unavoidable due to the complexity of an incident; the hour it originated; the inability to flex the time due to personnel already having met the 40-hour limitation per week; or, stipulations of a Collective Bargaining Labor Contract. There will be occasions where motor vehicle crimes investigations, surveillance and direct grant related activities will require overtime for task force personnel. Salaries have risen and given the average of \$9,000.00 per year in overtime, it could be reasonably forecast that there would be approximately the same amount of overtime expended in the upcoming grant year. That would equate to approximately \$2,250 (\$2,250 x 3 = \$6,750) per investigator per year.

#### D. Professional and Contract Services

Professional and Contract Services: The Investigators (PAPD, JCSO) will lead investigations of auto-related cases as assigned by each investigator's respective agency; prepare and present completed cases to the District Attorney; identify and develop suspects; recover stolen vehicles and auto-crime property; prepare and execute applicable search warrants; complete seizure paperwork; make recommendations to the Supervisor on special projects based on identifiable trends; forward information on suspects and trends to the Supervisor; assist with special projects and operations; complete any data collection reports as assigned by Supervisor; assist with 68A inspections and inspections of salvage yards and repair shops when necessary; and, complete other duties or assignments as directed. All contracted Task Force Officers will assist on auto-related cases and operations within coverage jurisdiction. JCSO and PAPD salaries will be fully funded by MVCPA (\$80,000 + \$86,000 =\$166,000). Only actual figures will be submitted. Fringe benefits include FICA, retirement withholding, and health insurance for all contributing agencies. Workers Compensation and TEC figures for Jefferson County and the City of Port Arthur. Workers Comp and TEC are figured together for Jefferson County at 5% whereas The City of Port Arthur is at 2% (WC) and 4% (TEC) respectively. FICA is withheld at a rate of 7.65%. Retirement withholdings including agency contributions are taken at the following rates: Jefferson County (14.9%), City of Port Arthur (13.1%). Health insurance for

Jefferson County will be about \$15,000 for FY24 and Port Arthur will be about \$16,000 for FY24. Participating agencies are expected to submit only actual figures up to a maximum cash match up to \$30,000 (\$30,000 x 2 = \$60,000) for PAPD and JCSO.

#### F Travel

Narrative: The Annual TAVTI Conference / Board Meeting (\$5500): Estimated price is \$135 per room per night (\$675 per week per person for 5 nights and 6 attendees; one attendee has lodging paid for by TAVTI, due to a position on the TAVTI Executive Board, but does not include per diem) for a total of \$3375 for lodging. The estimate for per diem is based on the current GSA for Dallas at \$70 per day per person (\$70 x 5 x 6 = \$2100). The conference attendees would include Task Force investigators, the supervisor and the commander, all of which are law enforcement personnel and are funded by the grant, cash matched or in-kind matched. MVCPA Workshops / Board Meetings (\$800): Estimated price per night \$150 per room. Estimating the budget for potentially 4 separate occasions. One room for 3 nights (4 x 150 = \$600). The current GSA (2023) per diem rate for Austin is estimated at \$64 a day per person (\$64 x 3 = 192) (Per diem @\$192 = Rooms @ \$600 = \$792). Attendees would include the program manager or the program director, who are law enforcement personnel whose salaries are completely funded by grant funds or in-kind match. Auto Theft Training (\$3300): Potential training for any newly assigned investigator(s) or other training suitable for current task force members. Estimated price per night is \$150 per room. One room for five nights (\$150 x 5 = 750) and estimating for the possibility of three training opportunities (3 x \$750 = \$2250). Per Diem estimated at \$64 per person (64 x 5 x 3 attendees = \$960). Estimated training fees of \$650. Attendees would include any task force member in need of training who is either funded directly by the grant, cash matched or an in-kind match of the grant. Only actual figures will be submitted if this line item is used. Unplanned Investigative or Administrative Travel (\$1500); During the course of the grant year, unplanned meetings may be scheduled or investigations lead out of town and become an unfunded expense. If needed, only law enforcement personnel listed on the MVCPA grant will use these funds for purposes that have been approved prior to any travel. These purposes will be directly related to fulfilling grant objectives or purposes. These funds are being designated to prevent budget adjustments for unexpected travel. Only actual costs, if any, will be filed for reimbursement. MVCPA Grant Workshop / Training / Board Meeting / Grant Award (\$5300): Attendees will be law enforcement task force members and at least one Financial Officer that oversees the grant for the City of Beaumont. Four attendees which are the Program Director, Program Manager and two task force investigators and at least one civilian financial officer from the City of Beaumont that oversees the grant. Room price is estimated at \$150 per night. (\$150 x 5 x 5 = \$3750) Per diem is estimated at \$59 per person per day (\$59 x 5 x 5 = \$1,475). These are estimates, not allocations. Only actual costs will be submitted for reimbursement.

#### F. Equipment

Narrative: Task Force vehicle for Beaumont Investigator. Current vehicle is a 2016 Ford F-150 with over 90,000 miles VIN: 1FTEW1CF7GKE60362, which will need to be replaced in the upcoming year.

#### G. Supplies and Direct Operating Expenses (DOE)

Narrative: Supplies and Direct Operating Expenses (DOE): Office Lease (\$55,000): The current lease is for two neighboring sections of the same building, owned by the same lessor. One section (Suite C) is office space for investigators and a portion is garage space, which houses a vehicle lift used for assistance in vehicle inspections and / or investigations. The other section (Suite D) is warehouse space for storage of seized property pending court dispositions, recovered stolen property, task force vehicles, other task force property, such as tools, equipment and other supplies. Based on the current lease, monthly payments are \$4,407, with any potential increase capped at \$55,000 per year. Office Utilities (\$6,600): Electricity, natural gas and water utilities for the two adjacent suites (C and D) average cost is approximately \$550 per month for a total annual cost of \$6,600. This is an estimate, not an allocation. Only actual costs will be submitted for reimbursement. Office, Field and Operational Supplies (\$12,000): These funds are utilized to procure standard office supplies such as printing paper, photo paper, digital media storage, toner, printer ink cartridges, materials for presentations, binding services, ink pens, letterhead, business cards and other essential office supplies. This is also for field and operational supplies which are needed such as paper towels, degreaser, paint stripper, paint, sandpaper, sanding blocks, acid restoration ingredients, hand cleaner, OBDII readers, computer accessories, vehicle accessories, mechanical tools, grinding wheels, disposable gloves, Task Force logo outerwear, digital graphics, website fees, signage, postage, shipping expenses, mechanical vehicle repair during travel, certified scale fees and any other non-inventory supplies needed for task force operations or duties. This line item is intended as a readily accessible fund for unexpected expenses to assist the task force without budget adjustments. These are estimates, not allocations. Only actual costs will be submitted for reimbursement. Office Phone & Data Service (\$6,060) This expense is for the multiple business lines (office phones and internet service) and a designated secure data line for city and county computers. The following are estimates of average usages and are not allocations. Only actual expenses will be submitted for reimbursement. Bait and Tracking Air Time (\$1,380): The Task Force bait vehicle system will require monthly GPRS communication. The Task Force also intends to operate a web-based camera system and tracker that each require purchased air time. These are estimates, not allocations. Only actual costs will be submitted for reimbursement. The Task Force has 4 "Tactitrac" Covert Trackers, used for attaching to balt and/or target vehicles (with a tracking warrant). The annual cost for 1 Year Unlimited Tracking & Alerts and Historical Data Retention for these 4 devices is \$499.99 per device, (\$499.99 X4=\$1999.96). Cell Phone Service (\$3,480): Service cost based on reasonable monthly average allowance of \$40 per month. There are eight task force members, which would total \$3,840 annually. These are estimates, not allocations. Only actual costs will be submitted for reimbursement. Vehicle Lease 1 (\$7,800) & Vehicle Lease 2 are calculated at \$650 per month based on a local dealer estimate for a statewide leasing program to law enforcement agencies. The Beaumont Police Department currently provides two lease vehicles for investigators as part of the Task Force fleet. Vehicle Lease 1 will be submitted for reimbursement. Vehicle Lease 2 will bee shown as In-Kind Match (\$7,800.00). Fuel, Maintenance, & Repair (\$50,400): Fuel costs are estimated based on 14,000 miles per year, 14 miles per gallon @ \$3.06 per gallon, totaling approximately \$3,000 per vehicle per year. Oil changes and other maintenance costs are estimated at \$2,600 per vehicle per year to include expendables such as tires, brakes, shocks, or other necessary repairs. Combining estimates result in an average cost of \$5600 per year multiplied by nine (9) vehicles totaling \$50,400. Only actual costs will be submitted for reimbursement. TAVTI Conference Registration Fees (\$1200): Fees for up to six (6) taskforce members to attend the annual conference and membership dues. Clothing allowance provided by the City of Beaumont (\$4,824) in accordance with the collective bargaining agreement for 6 Beaumont officers is \$804.00 per officer per year (6 x 804 = \$4,824) and \$840 for Polo shirts with the SETX ATTF logo at \$35 per shirt and 3 shirts per task force member (35 x 3 x 8 = \$840 + \$4,824 = \$5,664). Only actual costs will be submitted for reimbursement. Public Education and Awareness Billboard Campaign (\$26,000) This campaign will be geared toward educating the public and increasing awareness of how to avoid becoming a victim of Motor Vehicle Crimes. The strategy is to focus on motor vehicle owners, hence the billboards, which will be in high profile areas of the freeways and roadways in the coverage area. The billboards will convey

messages to citizens to remember and practice locking vehicles, taking valuable items out of vehicles, especially firearms, taking keys out of vehicles and not leaving vehicles running. The campaign will involve rotating billboards to new locations and digital billboards. Auto Crimes Related Training Fees were \$650.00.

#### Revenue

Indicate Source of Cash and In-Kind Matches for the proposed program. Click on links to go to match detail pages for entry of data.

#### Source of Cash Match

Grantee - City of Beaumont Grantee \$86,200
Sub-Grantee - Jefferson County Subgrantee \$30,000
Sub-Grantee - Port Arthur Subgrantee \$30,000
Total Cash Match \$146,200

#### Source of In-Kind Match

Grantee - City of Beaumont Grantee \$423,382.00

Total In-Kind Match \$423,382.00

**Statistics to Support Grant Problem Statement** 

Reported Cases		2022 2023				
Jurisdiction	Motor Vehicle Theft (MVT)	Burglary from Motor Vehicle (BMV)	Fraud-Related Motor Vehicle Crime (FRMVC)	Motor Vehicle Theft (MVT)	Burglary from Motor Vehicle (BMV)	Fraud-Related Motor Vehicle Crime (FRMVC)
Beaumont PD	361	761	7	384	883	8
Port Arthur PD	115	232	0	176	219	0
Jefferson County SO	44	62	0	61	49	0
Orange PD	46	48	0	57	54	0
Orange County SO	80	66	0	64	54	0
Hardin County SO	37	29	0	46	22	0
Jasper PD	12	28	0	12	2	0
Jasper County SO	14	14	0	27	0	0
Lumberton PD	9	28	0	12	12	0
Groves PD	22	24	0	25	19	0
Nederland PD	32	51	0	· 18	28	0
Silsbee PD	5	0	0	17	0	0
Sour Lake PD	2	1	0	1	1	0
Kountze PD	6	1	0	2	4	0
Port Neches PD	24	29	0	3	17	0
Lamar University PD	1	0	0	1	0	0
West Orange PD	5	0	0	5	2	0
Vidor PD	26	27	0	24	10	0
Pinehurst PD	5	0	0	3	0	0
Bridge City	10	10	0	8	6	0

#### **Application Narrative**

#### Grant Introduction (Executive Summary) and General Information

1.1 Briefly describe the organization and program operation. Provide a high level summary to the application and how it will affect the local community. (500 words or less)

Southeast Texas Auto Theft Task Force, established in 1993, operates across Jefferson, Orange, Hardin, and Jasper Counties, combining the efforts of the Beaumont Police Department, Port Arthur Police Department, and Jefferson County Sheriff's Office to combat motor vehicle crimes. The mission focuses on reducing vehicle theft and burglary, recovering stolen property, and enhancing community safety. Central to the success of the task force, is the strategy of intelligence gathering and analysis, developing suspects through meticulous case intake processes, and using information from law enforcement agencies and the community. By analyzing crime patterns and trends, the Task Force acts decisively using surveillance, covert operations, and collaborations with other law enforcement entities. The task force integrates internet sources, participates in the Crime Stoppers program, and uses media to

extend investigative reach. Preventive measures include regular inspections of salvage and repair businesses and conducting VTR68(A) inspections to detect stolen vehicles, disrupting potential criminal activities. Community engagement and education are key components, with the Task Force participating in community events and offering presentations to educate citizens on vehicle crime prevention. Billboard campaigns disseminate practical tips to reduce theft and burglary. Close collaboration with the judicial system ensuring cases are thoroughly investigated and presented to the DA's Office, for the highest possible punishment of offenders. The sustained efforts of the Task Force significantly impact the communities by reducing motor vehicle crimes, ensuring thorough investigations, and educating the public. The dedication of task force personnel fosters a safer environment for residents and businesses. The Task Force's comprehensive approach and collaborative spirit are vital in maintaining and improving the quality of life in Southeast Texas. The Southeast Texas Auto Theft Task Force is a great example of effective law enforcement collaboration, demonstrating how a multi-faceted strategy can reduce crime and enhance community safety.

1.2 Describe the taskforce governing, organization and command structures, Include a description of the nature of support and agreements that will be in place if the grant is awarded. Provide any details unique to the taskforce organization or geographical target area. Describe whether any part of this grant will be directed to serve a specific target population (or subset of the community)? The Southeast Texas Auto Theft Task Force is a part of the Beaumont Police Department Criminal Investigations Division. There is a Captain of the Division, with Lieutenants over the units in the Division. The Auto Theft Task Force has a Lieutenant over the unit, that is also designated as the Commander / Program Director. The Lieutenant is responsible for oversight of all aspects of the Auto Theft Task Force and the grant. The Task Force Commander has a Sergeant that is designated as the Supervisor / Program Manager. The Sergeant is responsible for case assignments, monthly reports, quarterly progress reports and all other daily / weekly / monthly supervisory duties pertaining to case investigations, proposed activities or operations which further the grant goals and ensure that they are met. Investigators are responsible for case investigations and all other duties that are assigned. There are four investigators from the Beaumont Police Department, one investigator from the Jefferson County Sheriff's Department and one investigator from the Port Arthur Police Department. There will be Interiocal agreements in place with each of the four counties included in the coverage area, as well as the participating sub-grantee Departments; the Jefferson County Sheriff's Department and the Port Arthur Police Department. There will also be letters of agreement with the District Attorneys of each county in the coverage area. The four-county project area is comprised of numerous communities and according to the most recent US Census estimate (2020) the counties have a combined population of approximately 430,000, with nearly 60% residing in Jefferson County. The four-county project area is in the southeast corner of the state, with a combined area of 2,361 square miles. There are 20 local law enforcement agencies in the coverage area. The major roadways which bisect the coverage area are as follows: Interstate 10 goes directly through Orange and Jefferson Counties and is the major southern coast to coast interstate highway in the United States. Highway 90 is also a major highway which cuts through the center of the City of Beaumont east to west. State Highway 105 also comes through Beaumont from the northwest. Highway 69/96/287 is the major north south highway coming directly through Jasper and Hardin counties into Beaumont and Port Arthur. There is also Highway 73, which is south of Beaumont closer to the coast of the Gulf of Mexico and runs from Winnie, TX to near Orange, TX. The Port of Beaumont, the Port of Port Arthur and the Port of Orange are also in the coverage area. The Coverage area is bounded by the Gulf of Mexico to the south and the Sabine River to the East, abutting the Louisiana state line in Orange County. The Neches River is the waterway that is the eastern boundary of the City of Beaumont and empties into the Sabine River near the Gulf of Mexico. Beaumont is the largest city along Interstate 10 between Houston and Baton Rouge, LA. The Beaumont area is also the 6th most densely populated area in the State. The City of Beaumont has a population of 115,013. The estimated daytime population, according to TxDoT (Beaumont Commuting Area Reports Portal), swells to 135,805. That influx of 20,792 also brings more vehicles into the city increasing the number of vehicles that become targets of Motor Vehicle Crimes. There are over 100,000 vehicles per day that pass through the city limits of Beaumont on Interstate 10. (TXDOT TTP Web Viewer AADT) TXDOT reported there were over 390,000 vehicles registered within our four-county coverage area in 2023. More than half of these vehicles are in Jefferson County, which is primarily urban and suburban areas. The four-county project area had 856 vehicle thefts reported for 2022 and 946 vehicle thefts reported for 2023. (Numbers obtained from DPS Index Crimes On-Line) These numbers show an increase of 9.5% from 2022 to 2023. Much of this increase can be attributed to Kia / Hyundai motor vehicle thefts. There were 1.411 auto burglaries reported in the project area in 2022 and 1,382 auto burglaries reported in 2023. These numbers (obtained from all agencies in the coverage area) show a 2% decrease for 2022 through 2023. The four-county project area had 531 vehicles that suffered Catalytic Converter thefts for 2022 and 119 Catalytic Converter thefts reported for 2023. (Numbers obtained from project area agencies that had accurate records of Catalytic Converter thefts) These numbers totaled for the two year period are 1,802 Motor Vehicle Thefts; 2,793 Auto Burglaries and 650 Catalytic Converter Thefts. According to Texas Department of Licensing and Regulation records, there are 11 licensed Metal Recycling Entities in the four-county coverage area. There are 12 Used Auto Parts Recyclers in the four-county coverage area. The entire population of the coverage area will be served by the task force. The amount of service will be dictated by the need for assistance from agencies in the coverage area, investigations that lead to different specific areas and on the rise or fall in the frequency of Motor Vehicle Thefts and Theft from a Motor Vehicle, including Auto Burglaries, in that specific community or geographic area.

#### **Grant Problem Statement**

2.1 Provide an assessment of the burglary from a motor vehicle (including theft of parts) problem in the coverage area of this application. Include loss data consistent with the reported incident numbers above.

The Southeast Texas Auto Theft Task Force Coverage area reported for 2022-2023 that the four-county project area had 1,411 auto burglaries reported in the project area in 2022 and 1,382 auto burglaries reported in 2023. These numbers (obtained from all agencies in the coverage area) show a 2% decrease for 2022 through 2023. The four-county project area had 531 vehicles that suffered Catalytic Converter thefts for 2022 and 119 Catalytic Converter thefts reported for 2023. (Numbers obtained from project area agencies that had accurate records of Catalytic Converter thefts) These numbers totaled for the two year period (2022-2023) are

2,793 Auto Burglaries and 650 Catalytic Converter Thefts, for a total of 3,443 Burglary of a Motor Vehicle and Theft from a Motor Vehicle cases. Though the overall rate of Burglary of a motor Vehicle shows to have declined by about 2%, this slight downturn does not illustrate, that Burglary of a Motor Vehicle cases have become more targeted. The actors in a large portion of these crimes are targeting firearms. Another large portion was Kia/Hyundai attempted thefts. There were 170 firearms stolen in 2022, with 92% taken from unlocked vehicles; and 152 stolen in 2023, with 84% taken from unlocked vehicles. There were 101 attempted Kia / Hyundai thefts in 2023, this accounts for 11% of all BMV's reported in 2023. The auto burglary trends that have been noted in the past still remain the same. Unlocked car doors are the vast majority of the auto burglaries reported and firearms, cash, electronics, purses, backpacks and credit cards are all higher priority targets. Between January 1st and April 25th, just in the City of Beaumont, there were 271 auto burglaries reported and 58 firearms were reported stolen from those incidents. That means more than twenty percent of the auto burglaries reported thus far in 2023, involved the theft of a firearm. Only 10 of the auto burglaries reported, where firearms were taken, involved forced entry. That means more than 85% of all firearms taken in auto burglaries were taken from unlocked vehicles.

Predatory theft from vehicles has declined in the project area. These actors are generally from the Houston area and when Houston and Harris County see increases so does the Southeast Texas Auto Theft Task Force. Offenders targeting victims using outdoor exercise venues, by sitting in the parking lots of these facilities such as parks, Hike and Bike trails and gym parking lots, have dropped off somewhat. These incidents targeted mainly, purses, wallets, and cash, as well as other valuables. The offenders use the same Predatory method, watching potential victims park, then waiting to see if a wallet or purse was hidden while they observed. The offenders would then either walk over and look in the vehicle, or drive over and park next to the victims vehicle using the vehicles as concealment. Once the vehicle was entered, generally by breaking the glass, the actors would take the property and leave the area. If there were credit cards, the actors would go to nearby stores and make fraudulent purchases. Many times the victim would receive notifications on their phones of the transactions, while they were still exercising. Task Force investigators collaborate with the Beaumont Police Department Fraud Unit in these investigations in an effort to identify these actors. This type of predatory theft has continued, though it has dropped off substantially during the past year.

Juveniles continue to be a pervasive problem, working in groups and "Car-Hopping" through parking lots and neighborhoods. These juvenile offenders are responsible for a large amount of the firearm thefts and as stated in the past, difficult to identify and very rarely serve any time in a correctional facility. These stolen firearms have been and are being used in drive-by shootings and other juvenile gang violence.

The Southeast Texas Auto Theft Task Force works diligently with the Juvenile Division of the Beaumont Police Department and has had good success by collaborating on the juvenile crime issue, pertaining to the motor vehicle crime problem in the area. This, however, is an on-going issue which is perpetuated every year with new offenders and repeat offenders as they become adults.

2.2 Provide an assessment of the motor vehicle theft problem in the coverage area of this application. Include loss data consistent with the reported incident numbers above.

The Southeast Texas Auto Theft Task Force coverage area did experience an increase in Motor Vehicle Theft between 2022 and 2023. There were 856 Motor Vehicle Thefts reported in the coverage area in 2022 and 946 were reported in 2023. This is approximately a 9.5% increase in reported Motor Vehicle Thefts. The primary cause of the increase was due to the large increase in Kia / Hyundai Motor Vehicle Thefts. There were 131 Kia / Hyundai auto thefts reported in Beaumont for 2023. This comprises 32% of all UUMV's reported. These thefts were predominantly involving juvenile groups / gangs that targeted Kia / Hyundai vehicles. These offenders were using the vehicles for other crimes as well. Many of these juvenile actors were identified and apprehended with the assistance of the task force and collaboration with the other agencies in the coverage area. This issue has been addressed by Task Force personnel to maintaining a constant intelligence exchange with the juvenile division of the Beaumont Police Department, in order to target and identify these juvenile actors. The majority of the other thefts reported are with keys, or proximity key FOB's left in the vehicle. The Task force is using FLOCK LPR/Cameras along with other LPR's; such as the Axon Camera System that the Beaumont Police Department now has in all patrol Units. These cameras are also LPR's and are monitored together in the Beaumont Police Departments Real Time Crime Center (RTCC). The RTCC also provides analysis of data and data mining to the task force relating to auto theft and burglary, as well as, theft from vehicles. The Southeast Texas Auto Theft Task force has worked extensively with the Jefferson County DA's Office as well as the other Counties DA's Offices and has made headway in getting cases that have been presented, accepted by the DA's in the coverage area. The real issue is getting sentencing commensurate with the crimes. Convictions on good cases are occurring, the length of the terms of confinement are not increasing overall, creating the "In-and Out" for offenders of Motor Vehicle Crimes. The same holds true in the Juvenile system. Motor Vehicle Thefts disrupt everyday life for the working men and women in the communities that the Southeast Texas Auto Theft Task Force serves. The citizens not only feel less secure, they are also forced into circumstances that cause them to miss work, the ability to get their children to school, even being able to get food for their families. Businesses also suffer from the inability to continue providing the services that they would normally supply, thereby affecting other businesses as well, causing a domino effect and in some instances, crippling a business or independent businessman, whose sole means of providing the service is the vehicle that was stolen. This equates to an enormous economic impact on the citizens and businesses in the coverage area.

2.3 Provide an assessment of the fraud-related motor vehicle crime problem in the coverage area of this application. Include loss data consistent with the reported incident numbers above.

The Southeast Texas Auto Theft Task Force has not noticed an increase in Fraud Related Motor Vehicle Crimes over the past years. There were some title frauds, some insurance frauds and VIN frauds (Clones from out of the area). The 2022 grant year showed only seven fraud cases investigated by the task force. There were 8 FRMVC cases that the Task Force worked in 2023 grant year. The most recent cases involved "Cloned" vehicles from outside the coverage area. These types of cases seem to be on the rise and involve vehicles from the Houston area as well. The dealerships in the coverage area have mainly dealt with "Key FOB Swaps", and rarely have any fraudulent purchases, though a few have occurred. With the increase of internet sales from dealerships, remarkably, this area has seen very few cases arise from these sales. Title frauds have been minimal and almost all of the cases in the past have been vehicles purchased in Houston and brought to the Beaumont area to be registered, where it was discovered that the title(s) were in fact fraudulent.

2.4 Provide an assessment of motor vehicle crime not covered above like insurance fraud, preventing stolen vehicles from entering Mexico, bridge/port stolen vehicle export crime, disruption of cartels and organized criminal enterprises related to motor vehicle crime, atc.

The Port of Beaumont has its own Police Department as well as the Jefferson County Marine Unit and the U.S. Coast Guard, which patrols the Port of Beaumont and the Neches and Sabine Rivers. These rivers are the inlets from the Gulf of Mexico which actually puts the Port of Beaumont, 42 miles inland and is still a deep water Port. The Port of Beaumont is also served by three rail carriers, BNSF, Kansas City Southern and Union Pacific. The Port of Beaumont is primarily a bulk cargo port, meaning very few if any vehicles go through the port for transport. The vehicles that do go through the port are almost exclusively U.S. Military vehicles. The Port of Beaumont is one of the main ports in the nation used for Military equipment transportation due to its location on the Gulf of Mexico and it is the Headquarters for the U.S. Army's 842nd Transportation Battalion, which specializes in port logistics. The Southeast Texas Auto Theft task Force has a working relationship with the Port Police and are rarely, if ever, called upon by them in regard to a vehicle of interest. This is due to the type of cargo that enters and exits the port.

#### **Grant Goals and Activities**

There are two parts to this section: 1) Functions of Proposed Program and 2) Goals Strategies and Activities (GSA). In the following boxes, describe the functions of the proposed program and then complete a fillable form called GSA.

MVCPA programs must completely describe the actions, methods and tactics that law enforcement and civilian staff will perform for each of the categories below. Describe the reliance on technology or other program elements to solve the problem statement above and goals below. Functions must be detailed and consistent with the requested budget. If a grant is awarded, funds expended towards activities not described in this section will result in the reimbursement being denied.

#### Part 1

3.1 Functions of the proposed program related to burglary from a motor vehicle (including theft of parts)

Strategy: Reduce the incidence of Burglary of a Motor Vehicle and Theft From a Vehicle / Catalytic Converter Theft

Goals: - Identify and Target Offenders and Prolific Offenders - Collect Intelligence - Collaborate with Law Enforcement Agencies and other Organizations - Community Crime Prevention Campaign

Activities: Identify and target Offenders and Prolific Offenders: Offenders in motor vehicle burglary and theft from a motor vehicle will be identified through analysis of incoming offense reports, intelligence gained from arrests, informants, other law enforcement agencies, surveillance observations, bait vehicle operations, repair shop inspections, salvage yard inspections, metal recycler inspections, as well as, parts resale location inspections. The Beaumont Police Department Real Time Crime Center, is also used to a degree to determine patterns or trends in these offenses. The offenders will be the target of investigations based on the method of the crime, types of vehicles burglarized, property taken, geographical location of the crimes and any information or evidence pointing to or linking them to the crime(s). Covert operations will be used to target burglary of a motor vehicle offenders, such as, buys of stolen property from auto burglaries, Bait Operations and predatory theft ("jugger") bait operations, to identify and determine if there is an organized criminal enterprise involved. Catalytic Converter Theft will be addressed as well. FLOCK Cameras and LPR's will be utilized as well as the Real Time Crime Center to collect and analyze data within time frames and determine if there is a viable suspect vehicle and or actor. Intelligence collection, analysis and collaboration with other law enforcement agencies, in and out of the coverage area will be essential. Developing relationships with privately owned businesses, in and out of the coverage area, that deal in catalytic converter sales or purchases, will be needed in order to obtain information or intelligence on potential or confirmed actors in these thefts. That type of networking is already in place and work is being done to expand those contacts.

Collaboration with other law enforcement agencies and other organizations: Collaboration with law enforcement agencies in and out of the project area and other MVCPA Auto Theft Task Forces to determine crime trends, patterns, suspected offenders and recover stolen property, through intelligence sharing. This includes information or intelligence involving juvenile offenders. Assist other agencies with auto crime cases, which involve Burglary of a Motor Vehicle or Theft of Property or Parts from a Motor Vehicle. This collaboration will be necessary in determining if the crimes are being committed by an organized ring, if it is one individual or a crime of opportunity. The collaboration would include the District Attorney's Offices in the jurisdictions affected, to help them understand the scope and importance of the crime(s) and provide any additional information that might be needed to properly prosecute the offender(s) for maximum result.

Community Crime Prevention and Awareness is a component of the overall program. Information and instruction for the public is important to aid in the prevention of even one auto related crime. The Task Force will continue the efforts to educate the public in as many forums as are available; Neighborhood Association Meetings, Civic Organizations, Citizens Police Academy, Media Interviews, Police / Community Events, and Public Service Announcements through the Beaumont Police Department, along with Social Media and a Billboard advertising Motor Crimes Prevention campaign. The billboard advertising campaign will be as high profile as possible, focusing on Prevention tips to reduce burglary of a motor vehicle and presenting constant reminder via the billboards. The goal will be educating the public on locking vehicles, removing items of value, especially firearms, as well as personal identification, taking the keys out of the vehicle and learning how to reduce the chances of becoming a victim of a Motor Vehicle Crime. This strategy will be to give constant reminders of Motor Vehicle Crime Prevention by a saturation of messages via billboards which specifically target motor vehicle owners in high profile areas along major freeways, and roadways in the coverage area, concentrating on the highest populated areas where exposure will reach the biggest audience.

3.2 Functions of the proposed program related to motor vehicle theft.

The Southeast Texas Auto Theft Task Force will employ multiple Strategies, Goals and Activities to reduce the incidence of Motor Vehicle Theft in a comprehensive program to confront and reduce the problem.

Strategy: Reduce the Incidence of Motor Vehicle Theft

Goals: - Identify and Target Offenders and Prolific Offenders - Collect Intelligence - Collaborate with Law Enforcement Agencies and other Organizations - Community Crime Prevention Campaign

Activities: Identify and target Offenders and Prolific Offenders: Offenders involved in motor vehicle theft will be identified through intelligence gained from offense reports, arrests, informants, other law enforcement agencies, surveillance observations, bait vehicle operations, use of the LPR systems, such as, FLOCK Cameras and LPR's; such as the Axon Camera system which acts as an LPR and are installed on all Beaumont Police Department patrol vehicles, will be utilized, as well as, the Real Time Crime Center to collect and analyze data within time frames and determine if there is a viable suspect and/ or actor. Intelligence collection, analysis and collaboration with other law enforcement agencies, in and out of the coverage area will be essential, repair shop inspections, used car dealership inspections, salvage yard inspections, metal recycler inspections, as well as parts resale location inspections. The offenders would be the target of investigations based on the method of the crime, types of vehicles stolen, other property taken, geographical location of the crimes and any information or evidence pointing to or linking them to the crime(s). The utilization of covert operations, such as surveillance of offenders and buys of stolen vehicles and/or parts to determine the origin and assist in the identification of other offenders or chop shops. The use of legally obtained search warrants for places, things, phones, phone records and other data bases will be employed to thoroughly investigate the cases, as well as tracking orders and other surveillance techniques as needed.

Collaborate with other law enforcement agencies and other organizations: Collaborate with law enforcement agencies in and out of the project area, to determine crime trends, patterns, suspected offenders and recover stolen vehicles and other property, through intelligence sharing, including juvenile offenders. Assist other agencies with auto crime cases, which involve Theft of a Motor Vehicle, or Theft of Component Parts from a Motor Vehicle. This collaboration will be necessary in determining if the crimes are being committed by an organized ring, if it is one individual, or a crime of opportunity. The collaboration would include the District Attorney's Offices in the jurisdictions affected, in order to help them understand the scope and importance of the crime(s), and provide any additional information that might be needed to properly prosecute the offender(s) for maximum result. The collaboration would also include working with other MVCPA Auto Theft Task forces, NICB and insurance companies on insurance fraud cases, cargo thefts, and cloned or altered vehicles. It would also entail working with the Texas Department of Motor Vehicles and local tax offices on fraudulent titles, and conducting 68A inspections, to determine if vehicles are stolen.

Community Crime Prevention and Awareness is a component of the overall program. Information and instruction for the public is important to aid in the prevention of even one auto related crime. The Task Force will continue the efforts to educate the public in as many forums as are available; Neighborhood Association Meetings, Civic Organizations, Citizens Police Academy, Media Interviews, Police / Community Events, and Public Service Announcements through the Beaumont Police Department, along with Social Media and a billboard advertising campaign. The billboard advertising campaign will be as high profile as possible, focusing on Prevention tips to reduce Motor Vehicle Theft, presenting constant reminders via the billboards. The goal will be educating the public on locking vehicles, removing items of value, especially firearms, as well as personal identification, taking the keys out of the vehicle and learning how to reduce the chances of becoming a victim of a Motor Vehicle Crime. This strategy will be to give constant reminders of Motor Vehicle Crime Prevention by a saturation of messages via billboards, which specifically target motor vehicle owners, in high profile areas along major freeways, and roadways in the coverage area, concentrating on the highest populated areas where exposure will reach the biggest audience. Messages that inform citizens and citizens will hopefully practice, taking the keys out of their vehicles, not leaving their vehicles running unattended, locking their vehicles and not leaving important personal identification and / or vehicle titles in the vehicle. This would include not buying vehicles without a title.

3.3 Functions of the proposed program related to fraud-related motor vehicle crime (such as title and registration fraud)

The Southeast Texas Auto Theft Task Force will Identify and Target Offenders and Prolific Offenders involved in Fraud Related Motor Vehicle Crimes. These actors will be identified through Intelligence gained from arrests, Informants, other Law Enforcement Agencies and Anonymous Tips with corroboration of the information received. The Task Force will utilize LPR's and data-mining to Develop and Identify Offenders, as well as, 68(A) inspections and NICB.

The Offenders will be Targets of investigations based on the Method of the crime, types of vehicles stolen, where the vehicle is recovered and any information pointing to or linking the offender(s) to the crime(s). The Task Force will utilize covert operations to target offenders of these crimes, to include buying stolen vehicles using the internet, using undercover operatives to target Fraud-Related Motor Vehicle Theft offenders. The objective of these investigations will be to Identify, arrest and charge the actors, as well as determining if there is a criminal nexus to any organized criminal enterprises, which would broaden the investigations to reveal as many offenders as possible. The use of legally obtained search warrants for places, things, phones, phone records and other data bases will be employed to thoroughly investigate the cases, as well as tracking orders and other surveillance techniques as needed.

The Southeast Texas Auto Theft Task Force will Collaborate with Law Enforcement Agencies both in and out of the Project area, Other MVCPA State Task Forces, Tax Offices, TXDMV, NICB and Insurance Companies to ascertain crime trends, patterns, suspected offenders, recover stolen vehicles, property and share intelligence. The collaboration will include assisting other law enforcement agencies with Motor Vehicle Thefts. By doing so, essential intelligence and information can be used to determine if the crimes are being committed by individual or an Organized Criminal Network. The Task Force will also collaborate with District Attorney's Offices in the affected jurisdictions to help them understand the scope and importance of the crime(s) and provide additional information or expertise that would aid in the effective prosecution of the offender to provide a positive outcome for the victims, the community, the State of Texas and insurance companies as well.

The Southeast Texas Auto Theft Task Force will also conduct Law Enforcement and Community Education Awareness Presentations /

Classes. The purpose of the presentations for Law Enforcement would be to increase their knowledge and awareness of Fraud-Related motor vehicle crime information, pertaining to trends in fraudulent titles, Registration Fraud, Insurance Fraud, Odometer Fraud, Vin Fraud and Identity Fraud Sales. The information presented to Law Enforcement officers will deal directly with detection and prevention of Fraud-Related Motor Vehicle Crimes. This would also allow officers to relay information to citizens personally and further educate the community about methods to avoid becoming a victim of a Fraud-Related Motor Vehicle Crime.

The Southeast Texas Auto Theft Task force has established a good working relationship and rapport with the community that we have served over that last 30 years. The Community Presentations would be used to strengthen that relationship and establish new contacts. Updated, relevant information pertaining to steps citizens can take to avoid becoming a victim of a fraud-related motor vehicle crime, would be presented in an effort to educate the community. This education would help reduce incidences of this type of crime. Things such as, always get a title and look closely at the title when purchasing vehicles from individuals and even dealerships. Also, if the deal looks too good to be true, it usually is. Other things would pertain to how the purchase, such as an internet sale, should be handled to avoid not just fraud, but bodily harm. Driving to pick-up an internet purchase with a large quantity of cash at a location of the sellers choosing is always a very bad idea. The task force would strive to stress the importance of safety and legality to avoid becoming a victim.

3.4 Functions of the proposed program related to preventing motor vehicle crime (motor vehicle theft, burglary from a motor vehicle and fraud-related motor vehicle crime)

The Southeast Texas Auto Theft Task Force will continue to reach out to the communities in the project area in an effort to increase the awareness and educate the public on the various types of motor vehicle crimes. The focus will remain, as it has been in the past, to instruct citizens in ways to avoid becoming a victim.

Motor Vehicle Theft The public will be educated in the manners in which a vehicle can be stolen, without giving away instructions on how to steal a vehicle. Leaving keys or FOB's in vehicles, leaving a vehicle running and unattended, loaning a vehicle and owning a vehicle that is prone to, or easily stolen, are all methods for theft of a vehicle. Keys left in vehicles are the highest percentage of Motor Vehicle Thefts and reiterating this point to the public is a priority. Making sure all keys are accounted for and not leaving a spare in the vehicle. Taking the keys out of the vehicle every time it is left and making sure it is locked. Leaving a vehicle running to warm it up, or cool it off, unattended; Leaving a vehicle running at the store unattended, or leaving the keys laying around in a public place where others have access to them will also be stressed. Vehicles that are prone to being stolen, such as older model trucks, where the steering column can be broken and the vehicle will start. Ideas for steering wheel immobilizing bars could be used, such as the old school "Club". Newer model vehicles such as Kia and Hyundai's can also use a "Club", but more importantly, there are now updates for these vehicles that will prevent easy thefts, which many in the public are not aware of. Presentations to citizens will be conducted in numerous forums, such as using the local media interviews, social media, Neighborhood Association Meetings, Civic group meetings, Church group meetings, Cops and Kids events and Public Service Announcements and a billboard advertising campaign stressing the importance of locking your vehicle, taking valuables from the vehicle, especially firearms and never leaving the keys in the vehicle or leaving the vehicle running unattended.

Burglary of a Motor Vehicle The public will educated on the importance of taking valuables, especially firearms, out of the vehicle, leaving nothing in view from the outside of the vehicle, locking the vehicle and taking the keys. The public will receive instruction on personal safety as well. When parking a vehicle, paying attention to the surroundings, parking in well lit or visible areas. Ensuring that when they arrive, they thought ahead and hid or removed any items of value that are not going with them. Predators will wait in parking lots at the mall, gym, grocery store, hike and bike trails, parks, soccer fields, gas pumps or any other place to watch for a victim to hide their purse, laptop, or other items of value after arriving and walk away. The Predator now knows exactly what was hidden and where. When leaving a financial institution victims often walk out with envelopes in their hand. These predators are watching and will follow these victims to their first stop and as soon as the victim walks away, the offenders will strike and take the money that the victim just received. Paying attention to the surroundings, especially when leaving or arriving to a destination will be stressed. Presentations to citizens will be conducted in numerous forums, such as using the local media interviews, social media, Neighborhood Association Meetings, Civic group meetings, Church group meetings, Cops and Kids events and Public Service Announcements and a billboard Motor Vehicle Crimes Prevention advertising campaign, focusing on locking vehicles, taking valuables out of the vehicle, especially firearms; never leaving the keys in the vehicle or leaving the vehicle running unattended. The billboards, which will be in high profile areas along freeways and roadways in the coverage area, will target motor vehicle owners and users as they are driving the roadways of the coverage area. The billboards will be rotated and digital billboards will also be employed.

Fraud Related Motor Vehicle Crimes: Updated, relevant information pertaining to steps citizens can take to avoid becoming a victim of a fraud-related motor vehicle crime, would be presented in an effort to educate the community. This education would help reduce incidences of this type of crime. Things such as, always get a title and look closely at the title when purchasing vehicles from individuals and even dealerships. Also, if the deal looks too good to be true, it usually is. Other things would pertain to how the purchase, such as an internet sale, should be handled to avoid not just fraud, but bodily harm. Driving to pick-up an internet purchase with a large quantity of cash at a location of the sellers choosing is always a very bad idea. The task force would strive to stress the importance of safety and legality to avoid becoming a victim. Presentations to citizens will be conducted in numerous forums, such as using the local media for televised / radio interviews, social media, Neighborhood Association Meetings, Civic group meetings, Church group meetings, Cops and Kids events and Public Service Announcements.

3.5 Functions of the proposed program for other motor vehicle crimes investigations and activities consistent with the statutory requirements (preventing stolen vehicles from entering Mexico, stopping illegal export of stolen vehicle from bridge/ outbound port operations, disruption of cartel or organized criminal enterprises using stolen motor vehicles or fraud related motor vehicle crime, insurance fraud, etc...)

e Port of Beaumont has its own Police Department as well as the Jefferson County Marine Unit and the U.S. Coast Guard, which patrols the Port of Beaumont and the Neches and Sabine Rivers. These rivers are the inlets from the Gulf of Mexico which actually

puts the Port of Beaumont, 42 miles inland and is still a deep water Port. The Port of Beaumont is also served by three rail carriers, BNSF, Kansas City Southern and Union Pacific. The Port of Beaumont is primarily a bulk cargo port, meaning very few if any vehicles go through the port for transport. The vehicles that do go through the port are almost exclusively U.S. Military vehicles. The Port of Beaumont is one of the main ports in the nation used for Military equipment transportation due to its location on the Gulf of Mexico and it is the Headquarters for the U.S. Army's 842nd Transportation Battalion, which specializes in port logistics. The Southeast Texas Auto Theft task Force has a working relationship with the Port Police and are rarely, if ever, called upon by them in regard to a vehicle of interest. This is due to the type of cargo that enters and exits the port.

3.6 Collaboration Effort -- Describe the taskforce method to collaborate, and not duplicate existing activities. Describe the cross boundaries regional approach to grant activity implementation. Describe how the applicant staff and jurisdiction will coordinate with other taskforces and law enforcement agencies to implement this program.

The Southeast Texas Auto Theft Task Force, for the last 31 years, has established long-running working relationships with all of the law enforcement agencies in the coverage area, as well as, taskforces and multiple other law enforcement agencies in the State of Texas, as well as the Federal Justice system. The reputation of the Southeast Texas Auto Theft Task Force is one of dedication, expertise and willingness to help throughout the region, state and even other states. Intelligence sharing and assistance to outside agencies, both in and out of the Project area, has created and strengthened these relationships and friendships. The Southeast Texas Auto Theft Task Force has always set the bar high and prioritized the relationships, which are reciprocal. The task force continues to strive to be the best and most reliable task force for assistance and expertise in any type of motor vehicle crime, by constantly striving to be informed of the latest and most accurate motor vehicle crime trends. This expertise extends beyond law enforcement to Judicial agencies as well. The relationships with the four county coverage area District Attorney's Offices are good and cooperation is the "norm" on both sides. These collaborations have involved numerous cases of organized criminal activity as well as individuals and these relationships continue and grow stronger. The Task Force will also collaborate with numerous other state agencies, such as TXDMV, DPS, tax offices and other task forces throughout the state. These collaborations will include 68(A) inspections, title frauds at tax offices, TXDMV field offices and registration issues and crimes that will arise from those agencies. Communication and intelligence sharing with law enforcement and multiple points of contact within the task force, enable the task force to work with other task forces other law enforcement and civilian services related to working on motor vehicle crimes. This communication ensures that duplication of tasks is kept to a minimum.

3.7 If the proposed application requests any exceptions or deviation from any general grant rules, RFA conditions or grant administrative policy, please indicate in the section below. Indicate the section of the specific issue and citation that you are asking the MVCPA to consider and the rational for the request.

There are no exceptions or deviations requested at this time.

#### Part II

#### Goals, Strategies, and Activities

Select Goals, Strategies, and Activity Targets for the proposed program.

Click on the link above and select the method by which statutory measures will be collected. Law Enforcement programs must also estimate targets for the MVCPA predetermined activities. The MVCPA board has determined that grants programs must document specific activities that are appropriate under each of the three goals. Applicants are allowed to write a limited number of user defined activities.

**Target** ID **Activity** Measure Statutory Motor Vehicle Theft Measures Required for all Grantees. 1.1.15 increase the recovery rate of stolen motor Report the number of vehicles recovered by taskforce vehicles Report the number of MVT cases cleared 1.1.16 Increase the clearance rate of MVTs Report the number of persons arrested for motor vehicle theft by taskforce 1.1.17 Increase the number of persons arrested for motor vehicle theft Statutory Burglary of a Motor Vehicle Measures Required for all Grantees Report the number of BMV including parts cases cleared 2.1.12 Increase the clearance rate of motor vehicle burglaries 2.1.13 Increase the number of persons arrested Report the number of persons arrested for burglary by taskforce for motor vehicle burglary Statutory Fraud-Related Motor Vehicle Crime Measures Required for all Grantees 8.1.1 Increase the clearance rate of fraud-related Report the number of fraud-related motor vehicle cases cleared motor vehicle crime cases. 8.1.2 Increase the number of persons arrested Report the number of persons arrested for fraud-related motor vehicle crimes for fraud-related motor vehicle crimes. Measures for Grantees. Add Target values for those that you will measure. Goal 1: Reduce the Incidence of Motor Vehicle Theft through Enforcement Strategies 1 Strategy 1: Conduct Activities that Result in the Arrest, Clearance, and Recoveries of Motor Vehicle Theft 1.1 Number of MVT groups identified. Include gangs, cartels or other criminal 1.1.1 Identify groups of auto theft offenders

enterprise with two or more members

through intelligence gathering, crime

analysis and the use of informants

1.2.2 Collaborate with other units or divisions (i.e. homicide, vice, narcotics, etc.) within the taskforce department(s) where a motor vehicle was used in the commission of the crime (includes identification of vehicles). Include all participating

jurisdiction departments here.

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businesses)

offenders

1.2

1.3

**MVT** offenders

1.1.8 Deploy license plate readers (LPR)

(LPR) alert notifications

1.1.9 Respond to taskforce license plate reader

1.1.12 Conduct covert operations targeting MVT

1.1.13 Conduct warrant "round-up" operations targeting motor vehicle crime offenders,

motor vehicle fraud related crime.

1.1.20 Number of Altered Vehicles Recovered

vehicle related fraud

including people wanted for MVTs, motor vehicle burglaries, theft of vehicle parts and

ID

**Activity** 

1.1.2 Identify and document/record prolific MVT

1.1.5 Conduct inspections of local businesses related to vehicle enterprise (transportation code or occupation code authorized companies such as salvage yard, repair shop, parts recycling center, used car dealership, salvage rebuilder, title service company, other). (see 1.3.3 to report the number of vehicles inspected in these

offenders [Prolific is defined as "linked to MVT offenses three or more times"]

> Number of times collaborated within departments or SOs participating in taskforce related to MVT. Collaboration means physically using law enforcement resources, tactics and authority to perform activity on cases that draw upon or aid in the investigation intended to further the resolution of any case, identify parties to crime, identify vehicles, interview witnesses/suspects and apprehend suspects. Collaboration will include any help, recommendation, contribution or support requested from or provided to another unit or offered by the taskforce that aids in the furtherance of motor vehicle theft investigations.

1.2.3 Collaborate with all other outside LE agencies and other organizations that assist in the reduction of MVTs. Include all coverage jurisdictions here.

Number of times collaborated with coverage area agencies or other law enforcement agencies and organizations that assist in the reduction of MVT. Collaboration means physically using law enforcement resources, tactics and authority to perform activity on cases that draw upon or aid in the investigation intended to further the resolution of any case, identify parties to crime, identify vehicles, interview witnesses/suspects and apprehend suspects. Collaboration will include any help, recommendation, contribution or support requested from or provided to another unit or offered by the taskforce that aids in the furtherance of MVTtheft investigations.

1.2.5 Conduct intelligence information-sharing (Personal attendance)

Number of intelligence meetings attended (include attending as presenter, participant or attendee)

1.2.6 Conduct intelligence information-sharing (Written information)

Crime analysis bulletins disseminated (include information distributed to law enforcement agencies via text, e-mail, or intra-net communications)

1.2.7 Collaborate with other MVCPA taskforces

Number of times collaborated with other MVCPA taskforces that assist in the reduction in MVT, BMV and FRMVC.

1.3.1 Collaborate with agencies relating to investigation and enforcement of vehicle

insurance fraud and FRMVC

Strategy 3: Prevent and Reduce the Incidence of Fraud-Related Motor Vehicle Activities Number of collaborations

FRMVC.

10

30

30

100

0/20/27, 0	6 1 T 1 1VI	MACE I Jaskioi de Grafit Negotiation	
ID	Activity	Measure	Target
1.3.2	Conduct confidential 68(A) inspections (for	Number of vehicles inspected to complete a TxDMV 68A inspection form per TxDMV (VIN assignment, reassignment, bonded title)	500
1.3.3	Conduct VIN verification inspections. (All other reasons except bridge or port)	Number of vehicles inspected by taskforce to identify the vehicles not reported in confidential (68A) or bridge and port sections.	50
	to investigation and enforcement of fraudulent titles and registration of stolen vehicles	Number of collaborations with TxDMV HQ, TxDMV Regional Service Centers or County Tax Assessor Collector offices.	15
2	Goal 2: Reduce the Incide	nce of Theft from Motor Vehicles through Enforcement Strategies	
2.1		ult in the Arrest, Clearance, and Recoveries of Burglary of Motor Vehicles Theft of Vehicle Parts and Accessories	and
2.1.1	Conduct bait vehicle operations that target vehicle burglary offenders	Number of bait vehicle burglary deployments	12
	Identify "prolific BMV offenders" through informants and intelligence [Prolific is defined as "linked to BMV and theft of vehicle parts and accessories offenses three or more times"]	Number of offenders identified	
2.2	Strategy 2: Conduct Collaborative Ef	forts that Result in the Reduction of Incidents of Theft From a Motor Vehic	:le
2.2.1	Provide Agency Assists BMV.	Number of agency assists related to BMV or stolen parts. Assist means responding or answering questions via phone, e-mail, or in person. Providing recommendation, guidance, strategy, support or information that other LEOs will use to resolve their cases. The assist generally does not have the direct responsibility for an investigation nor uses LEO authority. The assist helps another LEO or agency investigate cases. Analysts and civilian employees will record their assists to outside LEOs and agencies met here along with officers.	75
	Collaborate with other units or divisions within the taskforce department(s) (i.e. homicide, vice, narcotics, etc.) where theft of parts occurred in the commission of the crime (includes identification of vehicle). Include all participating jurisdiction departments here.	Number of times collaborated within departments or SOs participating in taskforce related to BMV or stolen parts. Collaboration means physically using law enforcement resources, tactics and authority to perform activity on cases that draw upon or aid in the investigation intended to further the resolution of any case, identify parties to crime, identify vehicles, interview witnesses/suspects and apprehend suspects. Collaboration will include any help, recommendation, contribution or support requested from or provided to another unit or offered by the taskforce that aids in the furtherance of BMV theft investigations.	50
	agencies and other organizations where theft of parts occurred in the commission of the crime (includes identification of vehicle). Include all coverage jurisdictions here.	Number of times collaborated with coverage area agencies or other law enforcement agencies and organizations that assist in the reduction of BMV or stolen parts. Collaboration means physically using law enforcement resources, tactics and authority to perform activity on cases that draw upon or aid in the investigation intended to further the resolution of any case, identify parties to crime, identify vehicles, interview witnesses/suspects and apprehend suspects. Collaboration will include any help, recommendation, contribution or support requested from or provided to another unit or offered by the taskforce that aids in the furtherance of motor vehicle theft investigations.	100
3		ified Personnel in Detection and Prevention of Motor Vehicle Theft, Burgla icles and Theft of Vehicle Parts and Accessories	ry of
3.1		ublic Awareness Related Activities Used to Educate Citizens	
3.1.1		Number of outreaches	2
		Number of presentations. Presentation means in person, on-line, original written document, article, or webpage.	10
		Number of etching events. Include windows, component parts, VIN stamps and catalytic converters.	
	Conduct vehicle identification initiative/event	Number of Participants/Attendees (Vehicles Marked)	
		Number of advertisements purchased or provided complimentary for taskforce. Include all types of media purchased or provided free (social, tv, utility inserts, billboards, transportation, etc.). Describe in 6.1.1.	
	· ·	Number report cards issued	100
	Utilize social media outlets (Facebook, Twitter, Instagram, etc.)	Number of postings in social media outlets	30

ID	Activity	Measure	Target
3.1.8	B Deploy outdoor public notification signage	Number of deployments per month (if sign remains several months, count as 1 deployment per month)	12
3.1.10	Conduct media outreach, including, public service announcements, press releases, and interviews	Number of outreaches	10
3.2	2 Strategy 2: Conduct Law Enforcemen	t Training Activities to Educate Officers on Recognition and Apprehensio Stolen Vehicles and Property	n of
3.2.1	Conduct law enforcement training (TCOLE)	Number of classes provided for TCOLE credit	1
3.2.3	Conduct vehicle crimes presentations to law enforcement agencies (non TCOLE)	Number of classes or presentations. Presentations may include electronic roll call documents, shift BOLOs and other written or presented materials based on local practices.	10

#### **Grant Evaluation**

4.1 Describe the local method and/or practice used to collect the data for reporting Goals, Strategies, and Activities and to evaluate the grant program effectiveness. Describe management and staff participation. Include descriptions of systems (forms and software) that will be used to ensure reliable and accurate data is collected and reported. Describe any other evaluation methods used in the applicant agency to determine effectiveness or cost efficiency of the program.

The local evaluation process establishes accountability and measurement of progress through collection of data and information throughout the chain of command. Investigators are required to keep activity logs and submit monthly reports to the Program Manager. The Task Force Supervisor reviews cases and monitors the activities of investigators. The Program Director oversees the entire operation, including the field supervisor, and maintains records of activity and spending. The Program Director works closely with the Beaumont CFO's grant coordinator and reports as necessary to the department heads of the participating agencies to discuss progress and/or problems.

NIBRS data for all agencies within the project area will be closely monitored to determine the overall impact of Task Force efforts. Personal activity logs and specific reports will be maintained to log progress on stated objectives. These include information detailing such things as the number of bait operations, inspections and public awareness initiatives performed. They will also record other items like arrests made, cases filed, vehicles recovered, properties seized NADA and other values of the property, as well as the dispositions of the property upon completion of the cases.

Progress of the program will be evaluated monthly. Each investigator will complete a monthly report based on MVCPA reporting categories and the specific strategies, activities and goals of this grant. Each report will be accompanied by documentation supporting the information given. The Project Manager will then compile that information into the quarterly Progress Reports that are forwarded to MVCPA. All other MVCPA required reporting will be completed by the Program Manager, such as the year end progress report.

4.2 Provide any other suggested measures that would better reflect the law enforcement or prevention work that the proposed program will perform. If the suggested measure fits into one of the stated goals above please indicate.

None noted at this time.

#### **TxGMS Standard Assurances by Local Governments**

☑ We acknowledge reviewing the *TxGMS Standard Assurances by Local Governments* as promulgated by the Texas Comptroller of Public Accounts and agree to abide by the terms stated therein.

#### **Current Documents in folder**

Resolution.pdf (6/5/2024 4:42:27 PM)
Signed Statement of Grant Award.pdf (8/23/2024 4:20:07 PM)

#### Certifications

The certifying official is the authorized official, Kenneth Williams, City Manager.

By submitting this application I certify that I have been designated by my jurisdiction as the authorized official to accept the terms and conditions of the grant. The statements herein are true, complete, and accurate to the best of my knowledge. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties.

By submitting this application I certify that my jurisdiction agrees to comply with all terms and conditions if the grant is awarded and accepted. I further certify that my jurisdiction will comply with all applicable state and federal laws, rules and regulations in the application, acceptance, administration and operation of this grant.

TxDMV - MVCPA, ppri.tamu.edu @ 2017

#### Exhibit B

## FY 2025 Task Force Grant Statement of Grant Award and Acceptance



#### FY25 Motor Vehicle Crime Prevention Authority Statement of Taskforce Grant Award and Grantee Acceptance Notice

Grant Number:

608-25-1230100

Grantee:

City of Beaumont

Program Title:

Southeast Texas Auto Theft Task Force

**Grant Award Amount:** 

\$724,534

**Total Cash Match** 

Amount:

\$146,200

In-Kind Match Amount:

\$423,382

Reimbursement Percent\*:

83.20%

Grant Term:

September 1, 2024 to August 31, 2025

Grant Budget Summary: City of Beaumont (App ID: 301)

Budget Category Personnel	MVCPA Expenditures \$293,832	Cash Match Expenditures \$0	Total Expenditures \$293,832	In-Kind Match \$300,832
Fringe	\$108,000	\$0	\$108,000	\$108,000
Overtime	\$6,750	\$0	\$6,750	\$6,750
Professional and Contract Services	\$166,000	\$60,000	\$226,000	
Travel	\$14,950	\$800	\$15,750	
Equipment	\$36,000	\$9,000	\$45,000	
Supplies and Direct Operating Expenses (DOE)	\$99,002	\$76,400	\$175,402	\$7,800
Total	\$724,534	\$146,200	\$870,734	\$423,382

<sup>\*</sup>Reimbursement Percent: 83.20% - \$724,534 MVCPA amount / (\$724,534 - MVCPA amount + \$146,200 - match)

That whereas, The City of Beaumont (hereinafter referred to as Grantee), has heretofore submitted a grant application in response to the Request for Application issued on April 12, 2024, to the Motor Vehicle Crime Prevention Authority, State of Texas, entitled Southeast Texas Auto Theft Task Force and further identified by grant number 608-25-1230100 and

Whereas, the Motor Vehicle Crime Prevention Authority has approved the grant application as evidenced by this FY25 Statement of Grant Award and certain special requirements from the Motor Vehicle Crime Prevention Authority dated 08/22/2024 and

Whereas, the Grantee desires to accept the FY25 grant award and use all funds for purposes and in compliance with the following requirements that are adopted in their entirety by reference:

- · Texas Transportation Code Chapter 1006;
- Texas Administrative Code: Title 43; Part 3; Chapter 57;

- Texas Grant Management Standards (TxGMS) as promulgated by the Texas Comptroller of Public Accounts including TxGMS Standard Assurances by Local Governments and Standards for Financial and Program Management:
- The Request for Applications issued on April 12, 2024;
- The current Motor Vehicle Crime Prevention Authority Grant Administrative Manual and forms and subsequently adopted grantee instruction manuals and forms:
- The Final Adopted Application attached to this Statement of Grant Award; and
- The Approved Grant Budget Summary

Now, therefore, the Grantee accepts the FY25 Statement of Grant Award under the conditions above including the special requirements in the grant application and the Statement of Grant Award as evidenced by this agreement, executed by the official authorized to sign the original grant application, or the official's designated successor, as presiding officer of and on behalf of the governing body of this grantee; and

The Motor Vehicle Crime Prevention Authority has awarded the above-referenced grant subject to the availability of state funds. The approved budget is reflected in the above Approved Grant Budget Summary. This grant is subject to and conditioned upon the acceptance of the MVCPA Grant Administrative Guide promulgated for this specific program fund (referenced above) by the Motor Vehicle Crime Prevention Authority. Applicable special conditions are listed below.

Special Conditions and Requirements (MVCPA will only apply special conditions to applicable jurisdictions):

- Non-Supplanting The grantee agrees that funds will be used to supplement, not supplant, funds that would otherwise be available for the activities under this grant. This includes demonstrating that new funded positions will be added to the department and not replacing local funds with state funds.
- Intelligence Sharing The grantee is required to ensure that Law Enforcement personnel funded in whole Χ or in part by this grant actively participate in Law Enforcement intelligence sharing webinars and Motor Vehicle Crime Investigator Virtual Command Centers organized and promoted on behalf of the MVCPA program operation and statewide collaboration.
- \_X Multi-Agency Grant - The grantee is required to complete and maintain interlocal agreement with all participating subgrantees as required by law and TxGMS. The grantee must complete a process to monitor and ensure grant compliance of subgrantees. The grantee must maintain the process locally and document compliance with that plan.
- Multi-agency Grant Operational Plan The grantee is required to provide an operational plan describing the communication process with participating and coverage jurisdictions. The operational plan must include how meetings are held, how often, and whether meetings are held in person or remotely. The grantee must report meetings in quarterly progress reports.

APPROVED AND ACCEPTED BY:

Authorized Official

Kenneth K. Williams, City Moinayen

Printed Name and Title

8-23-27 Date Signed



Clint Turner Tim Funchess Chief Deputy County Treasurer E-Mail 1149 Pearl Street - Basement Clint.Turner@jeffcotx.us Beaumont, Texas 77701

Office (409) 835-8509

Fax (409) 839-2347

E-Mail tim.funchess@jeffcotx.us

Judge Jeff R. Branick and Commissioners Court Jefferson County Courthouse

Beaumont, Texas 77701

October 23, 2024

Gentlemen:

including interest earnings.

filed.

September was 4.73 pledged collateral. This report meets the requirements for investment officers in

Sincerely, Im Funchan

Tim Funchess, CCT, CIO Enclosure

Enclosed is the Investment Schedule as of September 30, 2024,

The weighted average yield to maturity on the County's investments is 4.973%. The 90 day Treasury discount rate on September 30, 2024 was 4.52% and the interest on your checking accounts for the month of Included in the attached report are the balances for the County's

compliance with the Texas Government Code. Title 10, Section 2256.023. This should be on the agenda October 29, 2024, to be received and

Agenda should read: Receive and File Investment Schedule for September, 2024, including the year to date total earnings on County funds.

MONTH

JUNE

JULY

**AUGUST** 

SEPTEMBER

ANNUAL TOTALS

\$9,966,051.59

\$0.00

532

MONTH	90 DAY T. BILL RATE	INVESTMENT INTEREST EARNED	CHECKING ACCOUNT YIELD	TEXAS CLASS INTEREST	TEXAS CLASS YIELD
OCTOBER	5.330%	\$625,734.93	5.070%		
NOVEMBER	5.250%	\$783,873.65	5.080%		
DECEMBER	5.200%	\$690,029.18	5.000%		
JANUARY	5.220%	\$783,694.01	4.950%		
FEBRUARY	5.250%	\$996,589.65	4.970%		
MARCH	5.230%	\$1,147,273.85	5.000%		
APRIL	5.250%	\$889,574.50	4.980%		
MAY	5.250%	\$936,186.85	5.000%		

\$772,581.23

\$748,431.07

\$730,750.78

\$861,331.89

\$9,966,051.59

5.220%

5.150%

4.980%

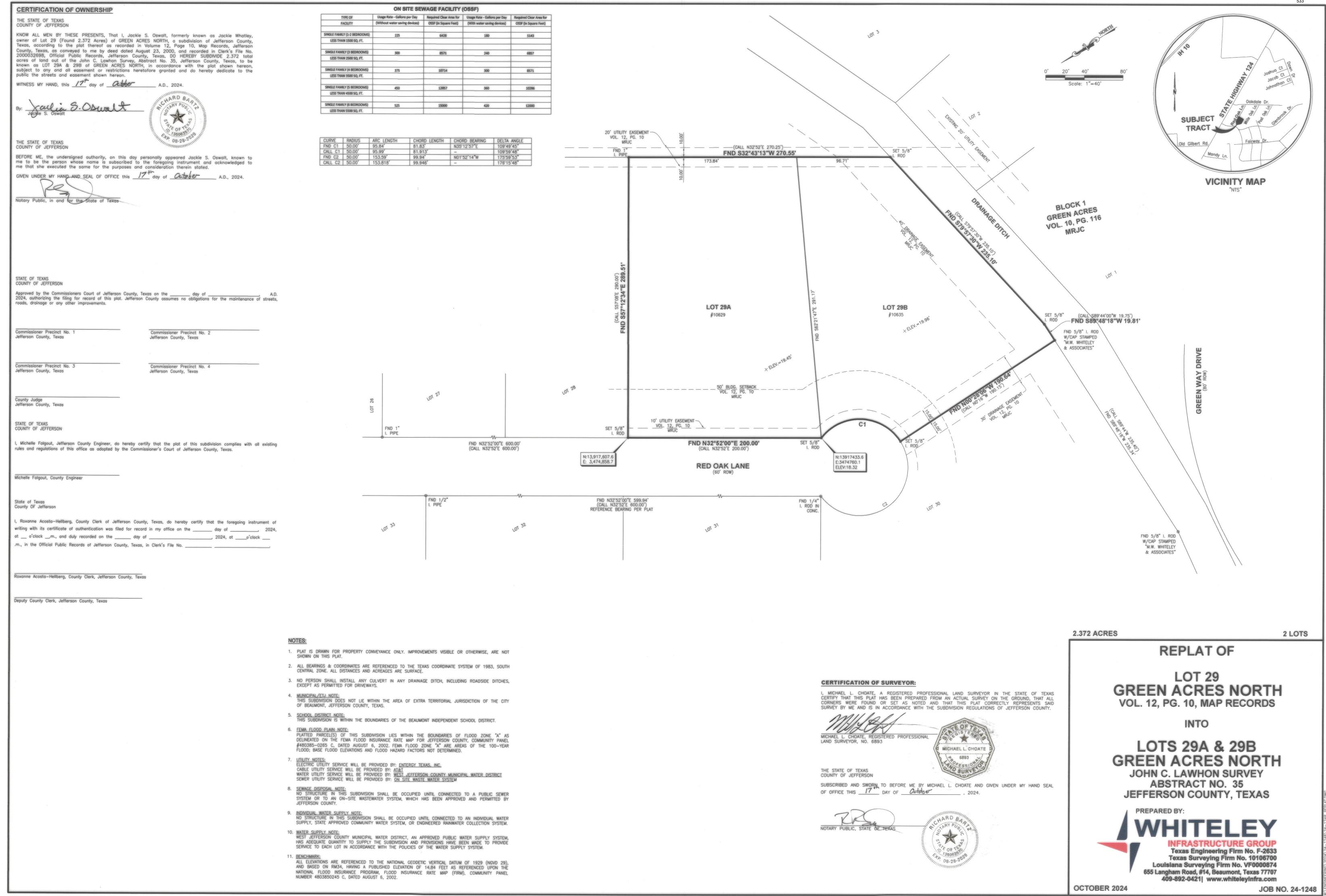
4.520%

5.000%

4.970%

4.900%

4.730%





#### JEFFERSON COUNTY SHERIFF'S OFFICE

#### Zena Stephens, Sheriff

5030 Hwy 69 S. Beaumont, TX 77705 (409) 726-2500

**Donta Miller** Chief of Law Enforcement

Donta.Miller@jeffcotx.us

John Shauberger Chief of Corrections John.Shauberger@jeffcotx.us

**MEMORANDUM** 

DATE: June 5, 2024

Honorable Judge Jeff Branick TO:

Commissioner Eddie Arnold Commissioner Cary Erickson Commissioner Michael Sinegal Commissioner Everette "Bo" Alfred

FROM: Chief John Shauberger

Lasonya Brourssard-Lewis RE:

Please consider and possibly approve a resolution for Lasonya Broussard-Lewis a Corrections Officer for 26 years of service and wishing her well in her retirement.

Sincerely,

hief John Shauberger

**COMMISSIONERS COURT** 



### Resolution

STATE OF TEXAS

COUNTY OF JEFFERSON §	OF JEFFERSON COUNTY, TEXAS					
BE IT REMEMBERED at a meeting of Commission the 29 day of October , 2024, on mot	ion made by Cary Erickson ,					
Commissioner of Precinct No. 2, and seconded by Ev	erette Bo Alfred , Commissioner of					
Precinct No. 4, the following Resolution was adopted:						
WHEREAS, Lasonya Broussard-Lewis, has devoted 20 County with pride and professionalism; and	5 years of her life serving the people of Jefferson					
WHEREAS, Lasonya Broussard-Lewis, has dedicated Field Training Officer, Book In, Court Coordinator, Educati Library Officer, and Internal Affairs in the Correctional Facilit	on, Transfer, Master Control, Honor Guard, Law					
WHEREAS, Lasonya Broussard-Lewis, has pledged he						
County Correctional Facility, which includes supervising inmass well as following policies, procedures, rules and regulation						
responding to emergency situations involving the evacuation of inmates for several hurricanes, for the Jefferson						
County Sheriff's Office; and						
WHEREAS, through hard work and commitment to excrespect of her colleagues and the citizens of Jefferson County;						
WHEREAS, having made a significant contribution to Broussard-Lewis, is recognized for her unselfish devotion to Jefferson County; and will always be missed by her friends and	the common good and welfare of the citizens of					
NOW THEREFORE, BE IT RESOLVED that the Jeffe hereby honor and commend <i>Lasonya Broussard-Lewis</i> , for of Jefferson County and wishes her well in her retirement.	or her dedicated service as a valuable employee					
	N. W. File					
SIGNED this 29 day of October	2024.					
Jan hal						
JUDGE JEFF R. BR	ANICK					
County Judge						
Solia II II	A LAND OF THE PROPERTY OF THE					
COMMISSIONER EDDIE ARNOLD COM	MISSIONER MICHAEL S. SINEGAL					
Precinct No. 1 Precin	nct No. 3					
Cary-Ericham Ci	# \ 2.1\					
Corred Coccostoff ( IME	MISSIONER EVERETTE D. ALFRED					
A CONTRACTOR OF THE PROPERTY O	nct No. 4					