

Notice of Meeting and Agenda
December 03, 2024

Special, 12/3/2024 10:30:00 AM

BE IT REMEMBERED that on December 03, 2024, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Cary Erickson, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff (ABSENT)

Absent

Honorable Roxanne Acosta-Hellberg, County Clerk

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

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Jeff R. Branick, County Judge
Eddie Arnold, Commissioner, Precinct One
Cary Erickson, Commissioner, Precinct Two
Michael S. Sinegal, Commissioner, Precinct Three
Everette "Bo" Alfred, Commissioner, Precinct Four



**NOTICE OF MEETING AND AGENDA
OF COMMISSIONERS' COURT
OF JEFFERSON COUNTY, TEXAS
December 03, 2024**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **03rd** day of **December 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:

9:30 a.m. - Announcement of an executive (closed) session, pursuant to Texas Government Code Sec. 551.074 to deliberate regarding personnel matters.

10:00 a.m. – Workshop to receive information from Holly Borel, regarding the Spindletop Center.

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.

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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: Eddie Arnold, Commissioner, Precinct One

PLEDGE OF ALLEGIANCE: Cary Erickson, Commissioner, Precinct Two

PURCHASING:

- (a).Receive and file bid for Invitation for Bid (IFB 24-050/CG), Term Contract for Liquid Soil Stabilizer for Jefferson County.

SEE ATTACHMENTS ON PAGES 15 - 100

Motion by: Erickson

Second by: Alfred

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

Action: APPROVED

- (b).Receive and file bids for Invitation for Bid (IFB 24-065/MR) Jefferson County Doggett Park Midway Rehabilitation.

SEE ATTACHMENTS ON PAGES 101 - 391

Motion by: Erickson

Second by: Alfred

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

Action: APPROVED

- (c).Receive and file bid for Invitation for Bid (IFB 24-063/MR) Jefferson County Mosquito Control Airplane.

SEE ATTACHMENTS ON PAGES 392 - 459

Motion by: Erickson

Second by: Alfred

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

Action: APPROVED

- (d).Consider and approve award, execute, receive and file Acceptance of Offer for Invitation for Bid (IFB 24-050/CG), Term Contract for Liquid Soil Stabilizer for Jefferson County, with Base-Seal International, Inc., as shown on Attachment A.

SEE ATTACHMENTS ON PAGES 460 - 462

Motion by: Erickson

Second by: Alfred

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

Action: APPROVED

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- (e). Consider and approve award for Invitation for Bid (IFB 24-065/MR) Jefferson County Doggett Park Midway Rehabilitation with Texas Materials, a CRH Company in the amount of \$1,482,042.80.

NO ATTACHMENTS

Motion by: Erickson

Second by: Alfred

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

Action: APPROVED

- (f). Consider and approve award, execute, receive and file Acceptance of Offer for Invitation for Bid (IFB 24-063/MR) Jefferson County Mosquito Control Airplane with Mid-Continent Aircraft Corporation with pricing as shown in Attachment B.

SEE ATTACHMENTS ON PAGES 463 - 465

Motion by: Erickson

Second by: Alfred

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

Action: APPROVED

- (g). Discuss and possibly approve the Purchasing Agent to enter into contract negotiations for Request for Proposal (RFP 24-049/CG), Security Services and Personnel for Jefferson County.

NO ATTACHMENTS

Motion by: Erickson

Second by: Alfred

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

Action: APPROVED

- (h). Consider and approve, execute, receive and file renewal of lease for (IFB 14-022/KJS), Term Contract for Lease of Hangar #5 at Jack Brooks Regional Airport for a first (1) and final option to extend the lease for an additional five (5) years with KUSA Aviation, LLC, from December 31, 2024 to December 30, 2029.

SEE ATTACHMENTS ON PAGES 466 - 466

Motion by: Erickson

Second by: Alfred

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

Action: APPROVED

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- (i).Execute, receive and file renewal for (IFB 23-048/MR), Term Contract for Roadbuilding 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.

SEE ATTACHMENTS ON PAGES 467 - 471

Motion by: Erickson

Second by: Alfred

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

Action: APPROVED

- (j).Consider and approve, execute, receive and file a contract extension for (RFP 18-049/YS), Security Services and Personnel for Jefferson County with Allied Universal, for an additional 30 days to expire January 27, 2025.

SEE ATTACHMENTS ON PAGES 472 - 472

Motion by: Erickson

Second by: Alfred

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

Action: APPROVED

- (k).Consider and approve, execute, receive and file a contract extension for (IFB 19-062/YS), Term Contract for Inmate Shoes for Jefferson County with Bob Barker Company, for an additional 60 days to expire March 03, 2025.

SEE ATTACHMENTS ON PAGES 473 - 473

Motion by: Erickson

Second by: Alfred

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

Action: APPROVED

- (l).Consider and approve, execute, receive and file Professional Agreement (PROF 24-070/MR) with Honesty Environmental Services, Inc. to perform mold consulting and project management services for the Jefferson County Diversion Center in the amount of \$24,980.00; in accordance with Region 5 contract 20240404.

SEE ATTACHMENTS ON PAGES 474 - 475

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

- (m).Receive and file a Statement of Work (SOW 24-067/DC) with Milliman to for OPEB Actuarial Valuations for FYE 2025 and FYE 2026 under GASB 75 for Jefferson in the amount of \$ 22,550.00. Approved on Tuesday, November 12, 2024.

SEE ATTACHMENTS ON PAGES 476 - 476

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

COUNTY AUDITOR:

- (a).Consider and approve FY 2025 budget transfer – Road & Bridge Pct 3 - additional cost for a batwing mower.

SEE ATTACHMENTS ON PAGES 477 - 477

113-0309-431-6011	ROAD MACHINERY	\$18,850.00	
113-0302-431-3080	COVER STONE		\$18,850.00

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

- (b).Consider and approve FY 2025 budget amendment – Elections - additional cost for a postage.

SEE ATTACHMENTS ON PAGES 478 - 478

120-1034-414-4052	POSTAGE	\$5,000.00	
120-1014-414-4052	POSTAGE		\$5,000.00

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

- (c).Consider and approve FY 2024 budget amendment – Jail – additional cost for offsite medical services.

SEE ATTACHMENTS ON PAGES 479 - 479

120-3062-423-5077	CONTRACTUAL SERVICE	\$51,539.00	
120-3059-421-1040	DISPATCHER		\$51,539.00

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

- (d). Consider and approve revised subrecipient agreement for American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds with Land Manor for additional funding of \$7,984.23.

SEE ATTACHMENTS ON PAGES 480 - 491

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

- (e). Consider and approve advanced funding request for American Rescue Plan Act approved project with Cardinal Meadows Improvement in the amount of \$64,850.00.

SEE ATTACHMENTS ON PAGES 492 - 492

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

- (f). Consider and approve advanced funding request for American Rescue Plan Act approved project with Jefferson County Water Control Improvement District 10 for P1 in the amount of \$3,650,000.

SEE ATTACHMENTS ON PAGES 493 - 493

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

- (g). Consider and approve electronic disbursement for \$1,249.64 to Texas Department of Criminal Justice for December insurance reimbursement.

NO ATTACHMENTS

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

- (h). Consider and approve expenditure by Road & Bridge Pct 1 in accordance with order pursuant to section 130.908 of Texas Local Government Code. Cost associated with new Commissioner training in the amount of \$552.

SEE ATTACHMENTS ON PAGES 494 - 494

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

- (i). Consider and approve expenditure by Tax office in accordance with order pursuant to section 130.908 of Texas Local Government Code. Cost associated with annual fees with Nemo-Q in the amount of \$5,021.

SEE ATTACHMENTS ON PAGES 495 - 497

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

- (j). Consider and approve authorizing LaSalle Corrections to utilize up to \$80,000 of their reserves for capital investments as per contract for the downtown chiller rebuild, maintenance, and, if needed, temporary air/heating.

SEE ATTACHMENTS ON PAGES 498 - 498

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

- (k). Consider and approve advanced funding request for American Rescue Plan Act approved project with Family Services of Southeast Texas in the amount of \$892,276.10.

SEE ATTACHMENTS ON PAGES 499 - 504

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

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- (l).Regular County Bills – check #523320 through check #523564 (11/26/24) and check #523565 through check #523684 (12/3/2024).

SEE ATTACHMENTS ON PAGES 505 - 520

Motion by: Erickson

Second by: Sinegal

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

Action: APPROVED

- (m).Consider and approve revised subrecipient agreement for American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds with Spindletop for funding of \$611,066.48 for capital purchases and start-up cost for the Diversion Center.

SEE ATTACHMENTS ON PAGES 521 - 530

Motion by: Erickson

Second by: Sinegal

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

Action: APPROVED

COUNTY COMMISSIONERS:

- (a).Receive and file executed Affiliation Agreement Between Jefferson County and Lamar Institute of Technology for Education of Pharmacy Technician Students.

SEE ATTACHMENTS ON PAGES 531 - 536

Motion by: Alfred

Second by: Erickson

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

Action: APPROVED

- (b).Consider and possibly authorize the County Judge to execute, receive and file a Demolition Waiver for the City of Port Arthur to remove an unsafe structure located at 2145 Memorial Blvd, Port Arthur, TX.

SEE ATTACHMENTS ON PAGES 537 - 546

Motion by: Alfred

Second by: Erickson

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

Action: APPROVED

- (c).Consider and possibly approve a resolution in Support for County Motor Fuel Tax Exemption.

SEE ATTACHMENTS ON PAGES 547 - 547

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

- (d). Consider and possibly approve the 2025 appointments as Commissioners of the Sabine-Neches Navigation District for Larry Grantham, Kenneth Duhon, Sheri Arnold, Joseph Johnson, and Richard Lewis.

Commissioner Arnold abstained from voting

NO ATTACHMENTS

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

- (e). Consider and possibly approve accepting donations to the JCHC library from Don Smart of a new copy of W.T. Block's book, Sour Lake, Texas: From Mud Baths to Millionaires, and from Paul Prosperie, 18 copies of the East Texas Historical Journal, date range Spring of 1983 to Fall of 1995, pursuant to Local Government Code, Sec. 81.032.

NO ATTACHMENTS

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

- (f). Consider, possibly approve and authorize the County Judge to execute an Interlocal Agreement between Jefferson County and the City of Port Arthur to enable Precinct 3 to remove vegetation along Twin City Highway pursuant to Sec. Chapter 791, Texas Government Code.

SEE ATTACHMENTS ON PAGES 548 - 554

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

- (g). Conduct a public hearing regarding the request to amend the abatement agreement between Jefferson County and Energy Transfer Spindletop LLC for phases 3-5 pursuant to Sec. 312.204 et seq., Texas Tax Code.

NO ATTACHMENTS

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

- (h). Consider, possibly approve, and authorize the County Judge to execute and Amended Tax Abatement Agreement between Jefferson County and Energy Transfer Spindletop LLC for phases 3-5 pursuant to Sec. 312.204 et seq., Texas Tax Code.

SEE ATTACHMENTS ON PAGES 555 - 557

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

- (i). Consider and possibly approve the appointments of:
 Charlie Reneau, Place 2 - appointment of Judge Branick and
 Sandra Melton, Place 4 - appointment of Commissioner Erickson
 as Commissioners of Jefferson County Emergency Services District No.
 4, pursuant to Texas Health and Safety Code Sec. 775.034(b).

NO ATTACHMENTS

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

COUNTY TREASURER:

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

SEE ATTACHMENTS ON PAGES 558 - 560

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

HUMAN RESOURCES:

- (a). Consider and possibly approve the appointment of the Veterans Service Officer.

NO ATTACHMENTS

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

OTHER BUSINESS:

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

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

Jeff R. Branick
County Judge

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Special, December 03, 2024

There being no further business to come before the Court at this time, same is now here adjourned on this date, December 03, 2024.



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
 1st Floor, Beaumont, TX 77701

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

LEGAL NOTICE

Advertisement for Invitation for Bids

October 15, 2024

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **(IFB 24-050/CG) Term Contract for Liquid Soil Stabilizer for Jefferson County**. Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/> or by calling 409-835-8593.

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

BID NAME: Term Contract for Liquid Soil Stabilizer for Jefferson County
BID NUMBER: (IFB 24-050/CG)
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

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

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

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

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

Deborah Clark

Deborah L. Clark, Purchasing Agent
 Jefferson County, Texas

PUBLISH:
The Examiner:
 October 17, 2024 & October 24, 2024

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BID SUBMISSIONS:

One (1) Original and one (1) Bid Copy; with all copies to include a Completed Copy of this specifications packet (including manufacturers 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. <https://www.co.jefferson.tx.us/Purchasing/>

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

SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT

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

1. BIDDING.**1.1 BIDS.**

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

1.2 AUTHORIZED SIGNATURES.

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

1.3 LATE BIDS.

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

1.4 WITHDRAWAL OF BID PRIOR TO OPENING.

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

1.5 WITHDRAWAL OF BID AFTER OPENING.

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

1.6 BID AMOUNTS.

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

1.7 EXCEPTIONS AND/OR SUBSTITUTIONS.

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

1.8 ALTERNATES.

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

1.9 DESCRIPTIONS.

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

1.10 BID ALTERATIONS.

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

1.11 TAX EXEMPT STATUS.

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

1.12 QUANTITIES.

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

1.13 BID AWARD.

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

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

1.14 SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS.

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

1.15 ADDENDA.

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

1.16 GENERAL BID BOND/SURETY REQUIREMENTS.

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

1.17 GENERAL INSURANCE REQUIREMENTS.

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

1.18 RESPONSIVENESS.

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

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

1.19 RESPONSIBLE STANDING OF BIDDER.

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

1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.

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

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

1.21 PUBLIC BID OPENING.

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

2. PERFORMANCE.

2.1 DESIGN, STRENGTH, AND QUALITY.

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

2.2 AGE AND MANUFACTURE.

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

2.3 DELIVERY LOCATION.

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

2.4 DELIVERY SCHEDULE.

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

2.5 DELIVERY CHARGES.

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

2.6 INSTALLATION CHARGES.

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

2.7 OPERATING INSTRUCTIONS AND TRAINING.

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

2.8 STORAGE.

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

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

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

2.10 OSHA.

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

2.11 PATENTS AND COPYRIGHTS.

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

2.12 SAMPLES, DEMONSTRATIONS, AND TESTING.

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

2.13 ACCEPTABILITY.

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

2.14 MAINTENANCE.

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

accordingly.

2.15 MATERIAL SAFETY DATA SHEETS.

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

2.16 EVALUATION.

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

3. PURCHASE ORDERS AND PAYMENT.

3.1 PURCHASE ORDERS.

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

3.2 INVOICES.

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

3.3 PROMPT PAYMENT.

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

3.4 FUNDING.

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

4. CONTRACT.

4.1 CONTRACT DEFINITION.

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

4.2 CHANGE ORDER.

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

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

4.3 PRICE RE-DETERMINATION.

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

4.4 TERMINATION.

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

4.5 CONFLICT OF INTEREST.

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

4.6 INTEREST BY PUBLIC OFFICIALS.

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

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

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

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

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

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

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

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

4.8 INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE.

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

4.9 WARRANTY.

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

4.10 UNIFORM COMMERCIAL CODE.

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

4.11 VENUE.

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

4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.

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

4.13 SILENCE OF SPECIFICATIONS.

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

5. REJECTION OR WITHDRAWAL.

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

6. EMERGENCY/DECLARED DISASTER REQUIREMENTS.

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

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

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

7. AWARD.

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

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

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

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

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

8. CONTRACT.

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

9. WAIVER OF SUBROGATION.

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

10. FISCAL FUNDING.

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

11. BID RESULTS.

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

Department.

12. CHANGES AND ADDENDA TO BID DOCUMENTS.

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

13. SPECIFICATIONS.

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

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

14. DELIVERY.

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

15. INTERPRETATION OF BID AN/OR CONTRACT DOCUMENTS.

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

16. CURRENCY.

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

17. PRICING.

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

18. NOTICE TO PROCEED/PURCHASE ORDER.

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

19. CERTIFICATION.

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

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

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

20. DEFINITIONS.

“County” – Jefferson County, Texas.

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

21. 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: <https://www.mbdadfw.com>

Email: admin1@mbdadallas.com

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: <https://www.sba.gov/district/houston>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: lr gvdo.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

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

N/A

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

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

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

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

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

	<p>Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:</p> <p>Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.</p>	
<p>>\$2,000</p>	<p>Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions</p>	<p>2 CFR 200 APPENDIX II (D)</p>

	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 (<u>40 U.S.C. 3145</u>), as supplemented by Department of Labor regulations (<u>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"</u>). 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 (<u>40 U.S.C. 3701-3708</u>). 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 <u>40 U.S.C. 3702</u> and <u>3704</u> , as supplemented by Department of Labor regulations (<u>29 CFR Part 5</u>). Under <u>40 U.S.C. 3702</u> 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 <u>40 U.S.C. 3704</u> 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 <u>37 CFR § 401.2 (a)</u> 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 <u>37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,"</u> and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
>\$150,000	Clean Air Act (<u>42 U.S.C. 7401-7671q</u> .) and the Federal Water Pollution Control Act (<u>33 U.S.C. 1251-1387</u>), 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 (<u>42 U.S.C. 7401-7671q</u>) and the Federal 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).	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 (<u>31 U.S.C. 1352</u>) - 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 <u>31 U.S.C. 1352</u> . Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.216.	2 CFR 200 APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
>\$10,000	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at <u>40 CFR part 247</u> that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.	2 CFR 200.323
>\$100,000	<p><i>§135.38 Section 3 clause</i> <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p> <p>A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p>	

	<p>C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p> <p>D. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any Subcontractor where the Contractor has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 CFR part 135.</p> <p>E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.</p> <p>F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.</p> <p>G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).</p>	
None	<p>Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their Contractors and Subcontractors, may not obligate or expend any FEMA award funds to:</p> <p>Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:</p> <ol style="list-style-type: none"> (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered 	2 CFR 200.216

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

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

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

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

BYRD ANTI-LOBBYING CERTIFICATION

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

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

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

The Contractor Base-Seal International, Inc. 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

Carol Bowers, President

Name and Title of Contractor's Authorized Official

November 1, 2024

Date

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

DEBARMENT/SUSPENSION CERTIFICATION

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

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

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

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



Signature of Contractor's Authorized Official

Carol Bowers, President

Name and Title of Contractor's Authorized Official

November 1, 2024

Date

REQUIRED FORM

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

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

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

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

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

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

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

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

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

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



Signature of Contractor's Authorized Official

Carol Bowers, President

Name and Title of Contractor's Authorized Official

November 1, 2024

Date

REQUIRED FORM

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

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

The following requirements and instructions supersede General Requirements where applicable.

1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

One (1) Original and one (1) Bid Copy; with all copies to include a Completed Copy of this Specifications Packet (including manufacturers 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, 1st Floor
Beaumont, TX 77701

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

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

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

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

County Holidays 2024:

January 15 (Monday) - Martin Luther King, Jr. Day

March 29 (Friday) - Good Friday

May 27 (Monday) - Memorial Day

June 19 (Wednesday) - Juneteenth

July 4 (Thursday) - Independence Day

September 2 (Monday) - Labor Day

November 11 (Monday) - Veteran's Day

November 28 & 29 (Thursday & Friday) - Thanksgiving

December 25 & 26 (Wednesday & Thursday) Christmas

January 1, 2025 (Wednesday) - New Year's

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

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

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

2. PRE-BID MEETING AND WALK-THROUGH.

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

3. QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to **Cindy Greene, Contract Specialist** at: Cynthia.greene@jeffcotx.us.

The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, **Friday, November 1, 2024**.

4. VENDOR REGISTRATION (System for Award Management).

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

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


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

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

Check Entity Status

This tool allows you to check the status of your entity.

- Search by Unique Entity ID/CAGE Search entities pending Unique Entity ID assignment

 **Non-federal users:** You may only check the status of entities linked to your SAM.gov account.

Unique Entity ID

 ×

CAGE Code

Reset

Search

Entity Information

BASE-SEAL INTERNATIONAL, INC. ● Active Registration

Unique Entity ID
KH72TSJ6BBN5

Your registration was activated on 2024-09-10. It expires on 2025-09-09, which is one year after you submitted it for processing. To update or renew your registration, begin from your Entities Workspace.

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

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

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

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

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

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

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

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

FORM 1295 EXEMPTIONS:

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

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

A completed Form 1295 is not required for:

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

SAMPLE COMPLETED FORM 1295

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

JEFFERSON COUNTY WILL CONFIRM RECEIPT OF COMPLETED HARD COPY WITH THE TEXAS ETHICS COMMISSION.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. VENDOR: ENTER YOUR BUSINESS NAME, CITY, STATE, AND COUNTRY HERE		Must file online at www.ethics.state.tx.us/File	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. JEFFERSON COUNTY, TEXAS			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. VENDOR: ENTER BID/PROPOSAL/CONTRACT/AGREEMENT REF# AND TITLE HERE			
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIES.		X	
VENDOR: WORKERS (OR NON-OWNERS) IN YOUR COMPANY ARE INTERMEDIARY PARTIES.			X
5 Check only if there is no interested Party. CHECK BELOW IF APPLICABLE <input type="checkbox"/>			
6 UNSWORN DECLARATION VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION. My name is _____, and my date of birth is _____. My address _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country). I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20_____. (month) (year) _____ 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.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1239026

Date Filed:
11/14/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Base-Seal International, Inc.
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Jefferson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
IFB 24-050/CG
Liquid Soil Stabilizer for Jefferson County

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Bowers, Danny	Houston, TX United States	X	
	Bowers, Carol	Houston, TX United States	X	

5 Check only if there is NO interested Party.

6 UNSWORN DECLARATION

My name is Carol Bowers, and my date of birth is 12/25/1959.

My address is 5107 Bovista Ranch Road, Navasota, TX, 77868, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Grimes County, State of Texas, on the 14th day of Nov., 2024.
(month) (year)

Carol Bowers
Signature of authorized agent of contracting business entity
(Declarant)

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS (CONTINUED)**6. MULTIPLE VENDOR AWARD.**

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

7. DELIVERY.

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

8. PAYMENT.

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

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

Invoices shall be submitted to:

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

9. USAGE REPORTS.

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

10. INSURANCE.

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

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

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

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

Minimum Insurance Requirements:

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

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation

Statutory Coverage (See Section 9 Below)

11. WORKERS' COMPENSATION INSURANCE**11.1 Definitions:**

- 11.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
- 11.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.
- 11.1.3 **Persons providing services on the project ("Subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, Subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- 11.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.
- 11.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 10 above.
- 11.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- 11.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - 11.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 11.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
- 11.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 11.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 11.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/27/2024

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 endorsement(s).

PRODUCER Insurance Office of America 3535 Grandview Parkway Suite 400 Birmingham, AL 35243 United States	CONTACT NAME: Jennifer Clement PHONE (A/C, No, Ext): 866-968-3440 FAX (A/C, No): 205-968-3528 E-MAIL ADDRESS: jennifer.clement@ioausa.com												
INSURER(S) AFFORDING COVERAGE													
INSURED SolvChem, Inc., Sempre Avant, LLC 1904 Mykawa Road Pearland, TX 77581	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A : Allied World Assurance Company (U.S.) Inc.</td> <td style="width: 20%; text-align: center;">NAIC # 19489</td> </tr> <tr> <td>INSURER B : Starr Indemnity & Liability Company</td> <td style="text-align: center;">38318</td> </tr> <tr> <td>INSURER C : Underwriters at Lloyd's London (IL)</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER A : Allied World Assurance Company (U.S.) Inc.	NAIC # 19489	INSURER B : Starr Indemnity & Liability Company	38318	INSURER C : Underwriters at Lloyd's London (IL)		INSURER D :		INSURER E :		INSURER F :	
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INSURER D :													
INSURER E :													
INSURER F :													

COVERAGES CERTIFICATE NUMBER: 2GLZG7CT 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	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	0309-5567	08/28/2024	08/28/2025	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 300,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 25,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 25,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
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B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90		1000636147241	08/28/2024	08/28/2025	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	100 0001709	08/28/2024	08/28/2025	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTHER</td> <td></td> </tr> <tr><td>E.I. EACH ACCIDENT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.I. DISEASE - EA EMPLOYEE</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.I. DISEASE - POLICY LIMIT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER		E.I. EACH ACCIDENT		\$ 1,000,000	E.I. DISEASE - EA EMPLOYEE		\$ 1,000,000	E.I. DISEASE - POLICY LIMIT		\$ 1,000,000		
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A	Pollution Liability		0309-5567	08/28/2024	08/28/2025	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Each Loss</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	Each Loss	\$ 1,000,000		\$		\$		\$		\$				
Each Loss	\$ 1,000,000																			
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate Holder is Additional Insured-vendor with respect to General Liability per form # PEP00006 when required by written contract subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER Base-Seal International, Inc. 9107 Hudson Court Houston, TX 77024	CANCELLATION 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
--	--

BIDDER INFORMATION FORM

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

Bid Number & Name: (IFB 24-050/CG) Term Contract for Liquid Soil Stabilizer for Jefferson County

Bidder's Company/Business Name: Base-Seal International, Inc.

Bidder's TAX ID Number: 45-4024179

If Applicable: HUB Vendor No. N/A DBE Vendor No. N/A

Contact Person: Carol Bowers / Danny Bowers **Title:** President / Vice President

Phone Number (with area code): 281-497-7743

Alternate Phone Number if available (with area code): 713-256-4080 / 832-969-6108

Fax Number (with area code): N/A

Email Address: base-seal@att.net / cbowers@base-seal.com

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

5107 Bovista Ranch Road

Address

Navasota, TX 77868

City, State, Zip Code

REQUIRED FORM

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

SECTION 4: MINIMUM SPECIFICATIONS

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Cindy Greene, Contract Specialist at 409-835-8593 or via email at: Cynthia.greene@jeffcotx.us. If no response in 72 hours, contact Deborah Clark, Purchasing Agent, at 409-835-8593 or via email at deb.clark@jeffcotx.us. Please reference Bid Number: IFB 24-050/CG.

SCOPE OF PROJECT:

Jefferson County is soliciting bids for Liquid Soil Stabilizer for Jefferson County subject to the terms and conditions stated herein for a period of one year beginning on the date of award with an option to renew for four (4) additional years.

Prices shall be F.O.B. delivered to various locations in Jefferson County with delivery prepaid and allowed. Bidder bears freight charges. All prices must be written in ink or typewritten.

There is no expressed or implied obligation for Jefferson County to reimburse responding bidders for any expense incurred in preparing bid in response to this request and Jefferson County will not reimburse bidders for these expenses.

No promise is made or implied that specific quantities will be purchased. Quantities purchased may be affected by weather conditions or available funds. Orders will be placed on an as-needed basis for the duration of contract. Purchase Orders will be released to successful bidder as required. Minimum orders are not acceptable.

Historical usage: (number of 55 gallon drums ordered per year)

2020: 26
 2021: 51
 2022: 42
 2023: 30
 2024: N/A

Modification of contract price shall be allowed only on the anniversary date of the contract. Prices throughout the initial one (1) year term shall remain firm/fixed. Written requests for price revisions after the first year shall be submitted in advance to the Jefferson County Purchasing Department. Requests shall be based upon and must include documentation of the actual change in manufacturing costs. Price increase shall not include overhead or profit. The County reserves the right to reject any price increase and/or to terminate the contract.

CONTRACT:

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

GENERAL:

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

DESCRIPTION:

The item for bid shall be Base-Seal (BS-100) Concentrate Liquid Soil Stabilizer, or equivalent, which functions as a mechanical binder and soil modifier for soil stabilization and full depth reclamation for use in road construction projects.

The Liquid Soil Stabilizer shall be Non-Hazardous and create a flexible road base with increased compressive and beam strength and bind materials together when mixed with soil.

When blended and compacted it will form a gel to fill voids between soil particles and shall solidify while remaining flexible preventing water penetration.

- Cohesion increases the stabilization and solidification of soil mixture.
- Imperviousness to water prevents cracking and deterioration of the base during the freeze-thaw cycle.
- Reduced plasticity indexes and expansion of clays minimize swell and heave of road surface.

**OFFER AND ACCEPTANCE FORM
OFFER TO CONTRACT**

To Jefferson County:

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

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

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

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

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

Base-Seal International, Inc.

Company Name

5107 Bovista Ranch Road

Address

Navasota, TX 77868

City State Zip

Carol Bowers

Signature of Person Authorized to Sign

Carol Bowers

Printed Name

President

Title

For clarification of this offer, contact:

Danny Bowers, VP & Lead Engineer

Name & Title

281-497-7743

Phone

N/A

Fax

base-seal@att.net / dbowers@base-seal.com

E-mail

REQUIRED FORM

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

ACCEPTANCE OF OFFER

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

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

This contract shall henceforth be referred to as Contract No. (IFB 24-050/CG), Term Contract for Liquid Soil Stabilizer for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

COUNTERSIGNED:

Jeff R. Branick, County Judge
JEFFERSON COUNTY, TEXAS

Date

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.**

N/A

Brand: Base-Seal

Description	Amount per gallon
Price per gallon in <u>55</u> gallon drums (complete drum capacity) Drums contain concentrated product. Dilution rate is approxi- Dilution Rate: <u>mately 32 to 1, water to product, and is necessary to achieve</u> optimum moisture content of the soil mixture being stabilized.	\$ <u>25.00</u>
	<p align="center">Coverage Rate Linear Feet per gallon</p>
Please advise coverage in linear feet per gallon, based upon crushed limestone base material and roadway 20'-0" x 6" deep.	<p align="center">23.5</p>
<p align="right">TOTAL</p>	<p align="center">\$ <u>1,375.00 per 55 gal</u></p>

BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):

Addendum 1 _____ Date Received _____

Addendum 2 _____ Date Received _____

Addendum 3 _____ Date Received _____

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

REQUIRED FORM

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

Bid Questionnaire

Instructions: Complete this questionnaire as it applies to your bid, and include with your bid submission.

	Yes	No
Unit Weight: 9.81 +/- 0.2 Lb./Gal.	✓	
Specific Gravity: 1.1495/1,200B	✓	
Non-Volatile: 61.89%	✓	
PH 10 ± 1.5	✓	
Materials must be:		
Buffered compound	✓	
Non-Corrosive	✓	
Non-Allergenic	✓	
Non-Toxic	✓	
Non-Flammable	✓	
Cohesive, not adhesive (to prevent sticking to blade)	✓	
Guarantee: Standard Manufacturer's guarantee shall be provided	✓	
Training:		
Successful bidder shall furnish a qualified representative to be on job site if needed or requested during application of materials to offer advice, instructions, and application rates to achieve maximum desired results for a minimum total of four (4) hours at no additional cost to the County.	✓	
Delivery Report:		
Successful bidder shall furnish the purchaser, at the time of delivery, two (2) copies of a delivery report , which shall contain the gallons of material delivered, and the specific gravity and temperature of the material at time of packaging.	✓	
Certifications and Additional Information:		
Bid must include Engineer's (P.E.) certified test results from an independent testing laboratory approved by the Texas State Highway Department of Texas Test Method: TEX-117-E, Part II. (Label "Attachment A" and return with bid blank.)	✓	

Bid Questionnaire (Continued)

	Yes	No
Certifications and Additional Information:		
Bid must include certified test results based on at least a six-month study of the stabilizing performance of bidder's product by an Independent Engineer (P.E.) using approved Texas Department of Highways Test Method: Triaxial Test – S.D.H.P.T. (TEX-217-E; Moisture/Density Relationship – ASTM D-698; Atterberg Limits – ASTM D-4318; Total Moisture Content – ASTM D-2216 and ASTM-D1148. (Label "Attachment B" and return with bid blank.)	✓	
Bid must include certified test results based on at least an eighteen (18) month study of the stabilizing performance of bidder's product performed by an Independent Engineer (P.E.) using approved Texas Department of Highways Test Methods: ASTM-698; ASTM D-4318; ASTM D-422-D1140, TEX-107E, and ASTM D-2487, approving bidder's product for treatment and stabilization of new construction, reconstruction under concrete pavement, asphaltic pavement of surface seal coating. (Label "Attachment C" and return with bid blank.)	✓	
Bid must include certification from independent laboratory testing, certifying product to be less corrosive than tap water. (Label "Attachment D" and return with bid blank.)	✓	
Compound must be manufactured with virgin raw materials, and contain no recycled and no by-products. Bid must include manufacturer's certifications that the stabilizer contains none of the hazardous chemicals listed in EPA Fed Req 40. (Label "Attachment E" and return with bid blank.)	✓	
Compound must be environmentally safe and not require any hazardous warning labels from NISH or the Department of Transportation.	✓	
Does the product being bid contain acids or explosive materials?	✓	
Is the container for the product being bid subject to any EPA or Texas Department of Transportation requirements for transportation, storage, or disposal of its containers?	✓	
Bid must include test results from an independent engineer (P.E.), certifying the product reduced the plasticity index of the soil. (Label "Attachment F" and return with bid blank.)	✓	
Bidder shall supply copies of all labels that will be placed on containers. (Label "Attachment G" and return with bid blank.)	✓	
Bidder shall state current gross annual revenue	\$ 721,000	

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: Guadalupe County Road & Bridge

Address: 300 IH-10 W Access Road, Seguin, TX 78155

Contact Person and Title: Doug Burnside, Guadalupe County Road Administrator

Phone: 830-303-4188 Fax: none known

Email Address: Douglas.Burnside@co.guadalupe.tx.us Contract Period: 2023 to present

Scope of Work: Full Depth Reclamation and Stabilization of County Roads.

REFERENCE TWO

Government/Company Name: Jefferson Davis Parish / Bluewing Civil Consulting

Address: 604 St John Street, Lafayette, LA 70501

Contact Person and Title: Alex Guillory, Engineer, Owner, Principal

Phone: 337-419-0911 Fax: none known

Email Address: alex@bluewingcivil.com Contract Period: 2023 to present

Scope of Work: Full Depth Reclamation and Stabilization of Parish Roads.

REFERENCE THREE

Government/Company Name: City of Natchitoches Public Works

Address: 110 Mill Street, Natchitoches, LA 71457

Contact Person and Title: Nick Verret, City Engineer

Phone: 318-451-1727 Fax: none known

Email Address: NVerretJr@NatchitochesLA.gov Contract Period: 2022 to present

Scope of Work: Full Depth Reclamation and Stabilization of City Roads.

SIGNATURE PAGE

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

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

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

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

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

Base-Seal International, Inc.
Bidder (Entity Name)

5107 Bovista Ranch Road
Street & Mailing Address

Navasota, TX 77868
City, State & Zip

281-497-7743
Telephone Number

base-seal@att.net / cbowers@base-seal.com
E-mail Address

Carol Bowers / Danny Bowers
Signature

Carol Bowers / Danny Bowers
Print Name

November 1, 2024
Date Signed

N/A
Fax Number

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

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

Carol Bowers

Signature of Contractor's Authorized Official

Carol Bowers, President

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

November 1, 2024

Date

REQUIRED FORM

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

CONFLICT OF INTEREST QUESTIONNAIRE

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

Adopted 8/7/2015

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

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

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

Adopted 8/7/2015

**THIS FORM IS FOR
OFFICE USE ONLY**

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

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

Yes No

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

N/A

Did the Prime Contractor/Consultant . . .?

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

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

Printed Name of Authorized Representative

Signature

Title

Date

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

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

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

Yes No

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

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

Contractor Name: N/A 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: N/A

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

Printed Name of Contractor Representative Signature of Representative Date

Printed Name of HUB Signature of Representative Date

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

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 1 OF 4

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

Yes No

Prime Contractor: N/A 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: N/A

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM

7373

N/A

PAGE 2 OF 4

HUB Subcontractor Disclosure

PART I: Continuation Sheet (Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____

Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____

Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUCONTRACTING PARTICIPATION DECLARATION FORM

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

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

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

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

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

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

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

Subcontractor Name:

Address: Street City State Zip

Contact person: Title:

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

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

Description of Subcontract Work to be Performed:

Subcontractor Name:

Address: Street City State Zip

Contact person: Title:

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

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

Description of Subcontract Work to be Performed:

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM

N/A

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: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

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

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

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

RESIDENCE CERTIFICATION/TAX FORM

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

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

I certify that Base-Seal International, Inc. [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

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

Taxpayer Identification Number (T.I.N.):	45-4024179
Company Name submitting bid/proposal:	Base-Seal International, Inc.
Mailing address:	5107 Bovista Ranch Road, Navasota, TX 77868
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	
None	

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

Jefferson County Tax Acct. No.*	Property address or location**
None	

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

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

HOUSE BILL 89 VERIFICATION

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

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

Pursuant to Section 2270.002, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

Carol Bowers

Signature of Company Representative

11/17/2024

Date

On this 17 day of November, 2024, personally appeared

Carol Bowers

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

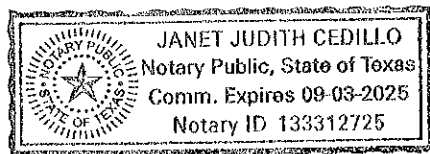
Notary Seal

Janet Cedillo

Notary Signature

11/17/24

Date



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

SENATE BILL 252 CERTIFICATION

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

Company Name

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

Purchasing Representative

Date

THIS FORM IS FOR OFFICE USE ONLY

BID AFFIDAVIT

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

STATE OF Texas COUNTY OF Harris

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

on this day personally appeared Carol Bowers, who
(name)

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

"I, Carol Bowers am a duly authorized officer of/agent
(name)
for Base-Seal International, Inc. and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said Base-Seal International, Inc.
(name of firm)

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

Name and address of Bidder: Base-Seal International, Inc.
5107 Bovista Ranch Road, Navasota, TX 77868

Fax: N/A Telephone# 281-497-7743

by: Carol Bowers Title: President
(print name)

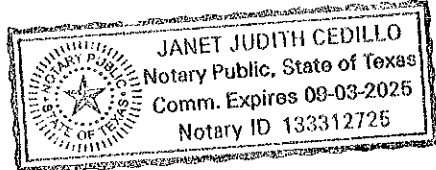
Signature: Carol Bowers

SUBSCRIBED AND SWORN to before me by the above-named
Carol Bowers on

this the 17 day of November, 2024

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

Janet Cedillo
Notary Public in and for
the State of Texas



NOTE
 Remark by BSI Re: Texas Highway Dept.



TRINITY ENGINEERING TESTING CORPORATION

Austin, TEXAS

TO: Seasources Recovery & Development, Inc. PROJECT: Miscellaneous Projects
 1901 East 51st Street, Suite 209 TETCO PK 3403
 Austin, Texas 78723

DATE: 4-18-88
 REPORT NO: T-40607

REPORT OF: Texas SDHPT Triaxial Compression Test
 MATERIAL DESCRIPTION: Crushed Limestone
 MATERIAL SOURCE: Boorhem-Fields, Buda Pit
 SAMPLED BY: J. Krueger, Sample #S-1413
 TEST METHOD: TEX-117-E, Part II
 TEST PERFORMED BY: J. Krueger

RESULTS:	Remold	Base Seal Concentration, %	Compressive Strength at 0 PSI Lateral Pressure
	1	0.0	12
	2	0.0	10
	3	0.20	15
	4	0.43	38
	5	1.00	19
	6	2.00	27
	7	4.00	27

Required by Texas Highway Dept

Note: Remolds subjected to 72-hour moist curing prior to testing. 0.43% concentration is approximately equal to 3 oz./sq.yd. application rate.

COPIES TO: 2 - Above

Report reviewed by *[Signature]*
 TRINITY ENGINEERING TESTING CORPORATION

[Signature]
 P.E.

The results shown on this report are for the exclusive use of the client for whom they were obtained and apply only to the samples tested and/or as specified. They are not intended to be indicative of the qualities of apparently identical products. The use of our name must receive our prior written approval.



CLIENT:

CITY OF BEAUMONT
OPERATIONS DIVISION
2618 CONCORD ROAD
BEAUMONT, TEXAS 77703
ATTENTION: MR. JOHN HOLM, P.E.

PROJECT/LOCATION:

1988 STREET REHABILITATION
PROGRAM - STUDY OF CHEMICAL
STABILIZER EFFECT ON BASE
MATERIAL MIXTURE

REPORT DATE: 12/19/88

CLIENT NO.: 88001 - 594

INTRODUCTION:

The study reported herein is an investigation study of chemical stabilizer effects, utilizing samples of treated base materials from completed roadway sections of; (1) Washington Boulevard from Wescalder to Reynolds and Terrell Park Road from Babe Zaharis to Downs Road, with results compared to (2) untreated samples from Terrell Park Road, Highway 124 to Babe Zaharis in the Western Section of Beaumont, Texas.

AUTHORIZATION:

This investigation/study was authorized on October 13, 1988 by Mr. John Holm, P.E. with the Operations Division for the City of Beaumont, Texas.

SUBSURFACE EXPLORATION:

The subsurface exploration at the site was accomplished by means of three (3) auger borings drilled to depths of approximately two feet (2') below the existing asphaltic paving surface.


The soils engineer warrants that the findings, recommendations, specifications or professional advice contained herein, have been promulgated after being prepared in accordance with generally accepted professional engineering practice in the fields of soils engineering, soil mechanics and good engineering practice. No other warranties are implied or expressed.

We appreciate the opportunity to provide our services for this important project. Should you require other data or need additional laboratory testing services, please contact our Beaumont office (409 - 727-6291). We thank you very much.

MURILLO ENGINEERING, INC.



J. Ray Murillo, P.E.
President



Tom A. Farmer
Division Manager

c.c.: 2 - City of Beaumont



RECORD OF SUBSURFACE EXPLORATION

Boring B-1

Project Name: 1988 Street Rehabilitation Project Date of Boring: 10/14/88

Site: Washington Blvd. - Wescalder to Reynolds Project No.: 88001 - 594

DESCRIPTION	DEPTH	-200	LL	PI	Pp	SM	REMARKS
SURFACE	0"						
ASPHALT PAVEMENT							
BASE MATERIAL: LIMESTONE, ASPHALT & SUBGRADE STABILIZED WITH CHEMICAL TREATMENT	5"						
	10"	38%	28	16		13	
SUBGRADE: GRAY SILTY CLAY W/SAND SEAMS. NO STABILIZATION	15"						
	20"	63	46	225	1.4	22	Med. Clay
	25"						
	30"						
	35"						
	40"						
	45"						



RECORD OF SUBSURFACE EXPLORATION

Boring B-2

Project Name: 1988 Street Rehabilitation Program Date of Boring: 10/14/88

Site: Terrell Park Road - Hwy. 124 to Babe Zaharis Project No.: 88001 - 594

DESCRIPTION	DEPTH	-200	LL	PI	Pp	%M	REMARKS
SURFACE ASPHALTIC PAVEMENT	0"						
BASE MATERIAL, MIXED WITH ASPHALT, LIMESTONE, WITHOUT A STABILIZER ADDED	5"	32	34	19		12	
SUBGRADE: GRAY & LIGHT GRAY SILTY/SANDY CLAY	10"	39	39	21	1.5	19	Medium to Stiff Clay
	15"						
	20"						
	25"						
	30"						
	35"						
	40"						
	45"						



RECORD OF SUBSURFACE EXPLORATION

Boring B-3

Project Name: 1968 Street Rehabilitation Project Date of Boring: 10/14/88

Site: Terrell Park Road - Babe Zaharis to Downs Road Project No.: 88001 - 594

DESCRIPTION	DEPTH	-200	LL	PI	Pp	%M	REMARKS
SURFACE ASPHALT PAVEMENT	0"						
BASE MATERIAL STABILIZED WITH CHEMICAL STABILIZER; OLDBASE ASPHALT AND SUBGRADE WITH LIMESTONE	5"	9	28	14		10	
SUBGRADE: TAN AND DARK SILTY CLAY W/SAND SEAMS	10"						
	15"	71	54	32	1.2	23	Med. Clay
	20"						
	25"						
	30"						
	35"						
	40"						
	45"						

TEST RESULTS:

Laboratory testing was performed in accordance with the following procedures and results included in this report:

- A) Triaxial Test - S.D.H.P.T. - TEX-217-E
- B) Moisture/Density Relationship - ASTM D-698
- C) Atterberg Limits - ASTM D-4318
- D) Total Moisture Content - ASTM D-2216
- E) Finer than #200 Sieve - ASTM D-1140

LABORATORY TEST DATA
NO. 88801 - 594

COMPRESSIVE VALUE OF TRIAXIAL MOLDED SPECIMENS:

<u>TEST & NO.</u>	<u>U N C O N F I N E D C O M P R E S S I O N</u>		
	<u>PSI</u>	<u>% MOISTURE</u>	<u>DRY DENSITY</u>
B- 1-A	380	10.1	130.2 PCF
B- 1-B	410	12.0	128.6 "
B- 2-A	300	13.4	122.5 "
B- 2-B	330	14.8	126.4 "
B- 3-A	274	16.2	110.8 "
B- 3-B	198	17.4	108.8 "

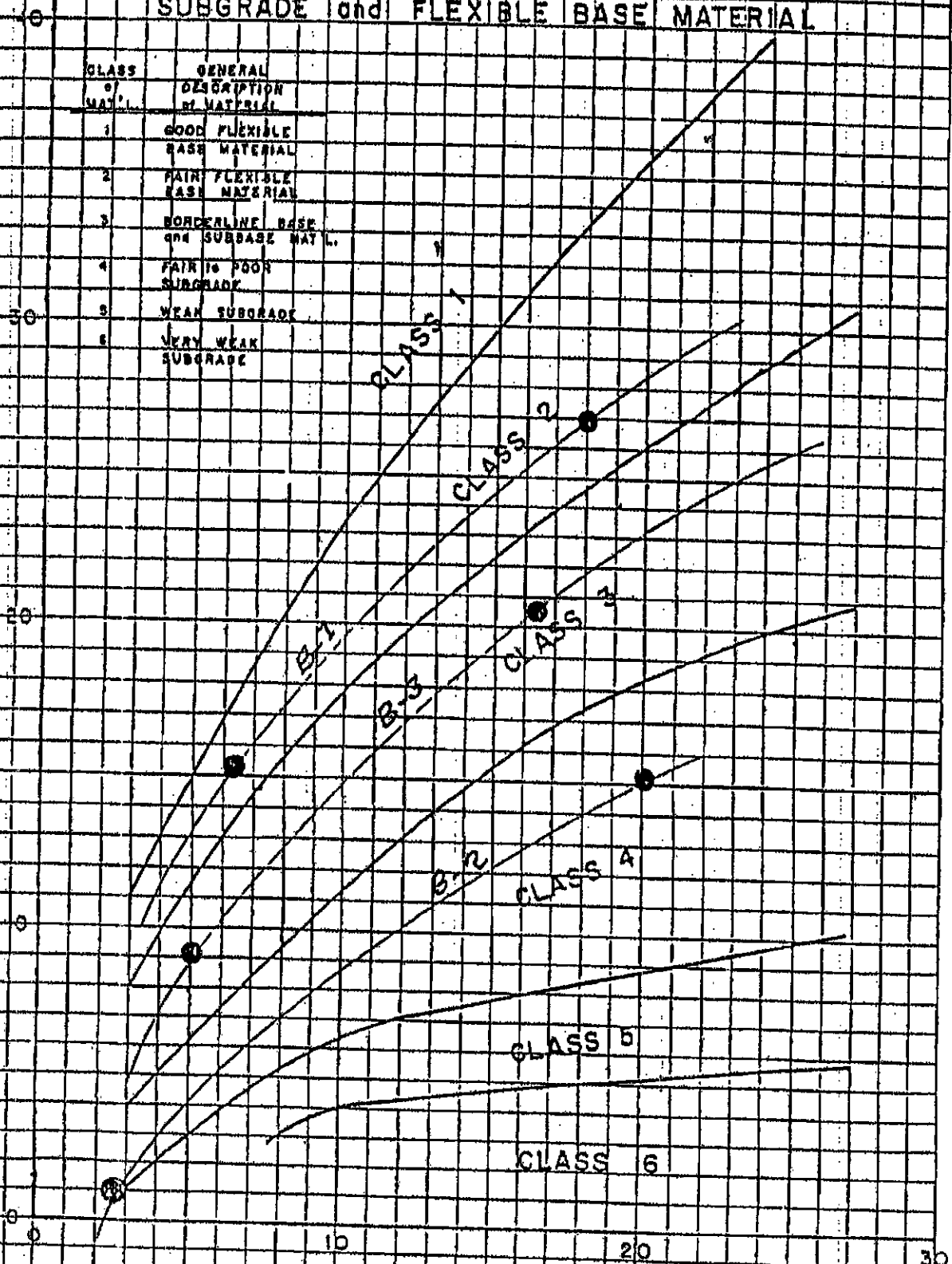
*Classification Chart Attached

CHART for CLASSIFICATION of SUBGRADE and FLEXIBLE BASE MATERIAL

CLASS of MATERIAL	GENERAL DESCRIPTION of MATERIAL
1	GOOD FLEXIBLE BASE MATERIAL
2	FAIR FLEXIBLE BASE MATERIAL
3	BORDERLINE BASE and SUBBASE MAT'L.
4	FAIR to POOR SUBGRADE
5	WEAK SUBGRADE
6	VERY WEAK SUBGRADE

SHEAR STRESS P.S.I.

NORMAL STRESS P.S.I.





murillo & associates incorporated

8888

route 4 box 78-b (off county airport) • 409-727-6291 • beaumont, texas 77705

September 13, 1990

TOM A. FARMER - President and CEO
NANCY S. FARMER - Corp. Secretary
YOUSSEF RAHMANI - P.E., 66275
MAX (409) 722-6961

Shin-Sen International, Inc.
P.O. Box 1214
Killeen, Texas 76540
Attention: Mr. Andy Jackson

Re: Laboratory test data and procedure data in connection with "Base Seal" (a chemical stabilizer for soils and base).

Dear Andy:

I have finally found some time to collect the data you requested about the above-referenced product. This information will discuss the test procedures utilized in the field and laboratory during our quality control process and data from our on-going monitoring project.

TEST PROCEDURES:

- 1) ASTM-D698 (American Society for Testing & Materials)
Moisture/Density Relationship of soils/soils aggregate mixture using five pound Rammer/12 inch drop for foot pound compactive effort. (Standard Proctor Density)
- 2) AASHTO (American Association of State Highway and Transportation Officials)
AASHTO T-99 is the same procedure as Item 1 above.
- 3) ACI (American Concrete Institute)
These procedure manuals are used to design and quality control concrete:
 - (a) Paving Mixtures
 - (b) Structural Cast-in-Place Concrete, Etc.
 - (c) Concrete Testing Procedures

By way of explaining a base seal product for stabilization:

"Base Seal" is a chemical product formulated to reduce the plasticity of high plastic soils, base, etc.; and seal the soil binder as a stabilizer for roadway and foundation subgrade and flexible base materials. Its formulated design is similar to stabilization with hydrated lime and/or cement. The effect intent is to decrease plasticity and increase strength (compression and tensile).

In answer to the five questions asked in your memo from NEW Spirit Company, LTD. dated 7/17/90:

- 1) "Base Seal" stabilization may be used in new construction, reconstruction, under concrete pavement, asphaltic pavement or surface seal coating.
- 2) Yes, this product may be used for treatment of base for expressways, highways and/or autoways producing the same results with good quality control.
- 3) Refer to "Test Procedures" stated above.
- 4) Test procedure for preparing soils, base, etc. (see reports attached):
 - (a) Perform the ASTM-D4182, D422 & D1140 Test of raw material in order to determine the percentage of "Base Seal" to be mixed with soils, base, etc.
 - (b) Then mix a determined amount of "Base Seal" in to the raw material and retest by same ASTM procedures.
 - (c) Then determine the maximum dry density and optimum moisture content by ASTM-D698 (Standard or D-1557 Modified Proctor) (See reports attached)
- 5) The attached test reports will show one (1) of our projects using "Base Seal" (Down Road for the City Engineering Division of Beaumont, Texas).

I appreciate the opportunity to share our experience and test data with you and your client, New Spirit Company, LTD. of Seoul, Korea.

Very truly yours,

MURILLO & ASSOCIATES, INC.

Tom A. Farmer

Tom A. Farmer
President/CEO

Attachments
c.c.: Market File

na 131
(p/b)



murillo & associates incorporated

9090

route 4 box 78-b (Jeff county airport) • 409-727-6291 • beaumont, texas 77705

TOM A. FARMER - President and CEO
NANCY S. FARMER - Corp. Secretary
YOUSSEF RAHMANI - P.E., 66273
PAX# (409) 727-6561

CLIENT:
ANDY JACKSON

PROJECT/LOCATION:

LABORATORY DATA
RAW MATERIAL

REPORT DATE: N/A

CLIENT NO.: N/A

- 1) MATERIAL TYPE: Dark Gray Silty Clay Mixed w/Shell & Aggregate
- 2) MATERIAL SOURCE: Downs Road, Beaumont, Texas
- 3) SAMPLE DATE: N/A
- 4) ENGINEERS: City Engineering Division

TESTS PERFORMED AND PROCEDURES

RESULTS

A) MOISTURE/DENSITY RELATIONSHIP (ASTM D- 698)		
1) Maximum Dry Density.....	101.8	pcf
2) Optimum Moisture.....	23.2	%
B) ATTERBERG LIMITS (ASTM D-4318)		
1) Liquid Limit.....	61	
2) Plasticity Index.....	37	
C) PASSING #200 SIEVE (ASTM D-422-D1140)...	66	%
D) PASSING #80 SIEVE.....	N/A	%
E) PASSING #40 SIEVE	"	%
F) LINEAR SHRINKAGE (TEX-107E).....	"	%
G) SOILS CLASSIFICATION (ASTM D-2487).....	CL	
F) COEFF./PERMEABILITY (U.S. C OF E APPX. VII)...	N/A	Cm/Sec.

REMARKS: MOISTURE/DENSITY CURVE ATTACHED

copies: 3 - Client
1 - MAI

murillo & associates incorporated

By Tom A. Farmer



MOISTURE DENSITY RELATIONSHIP CURVE

CLIENT:
ANDY JACKSON

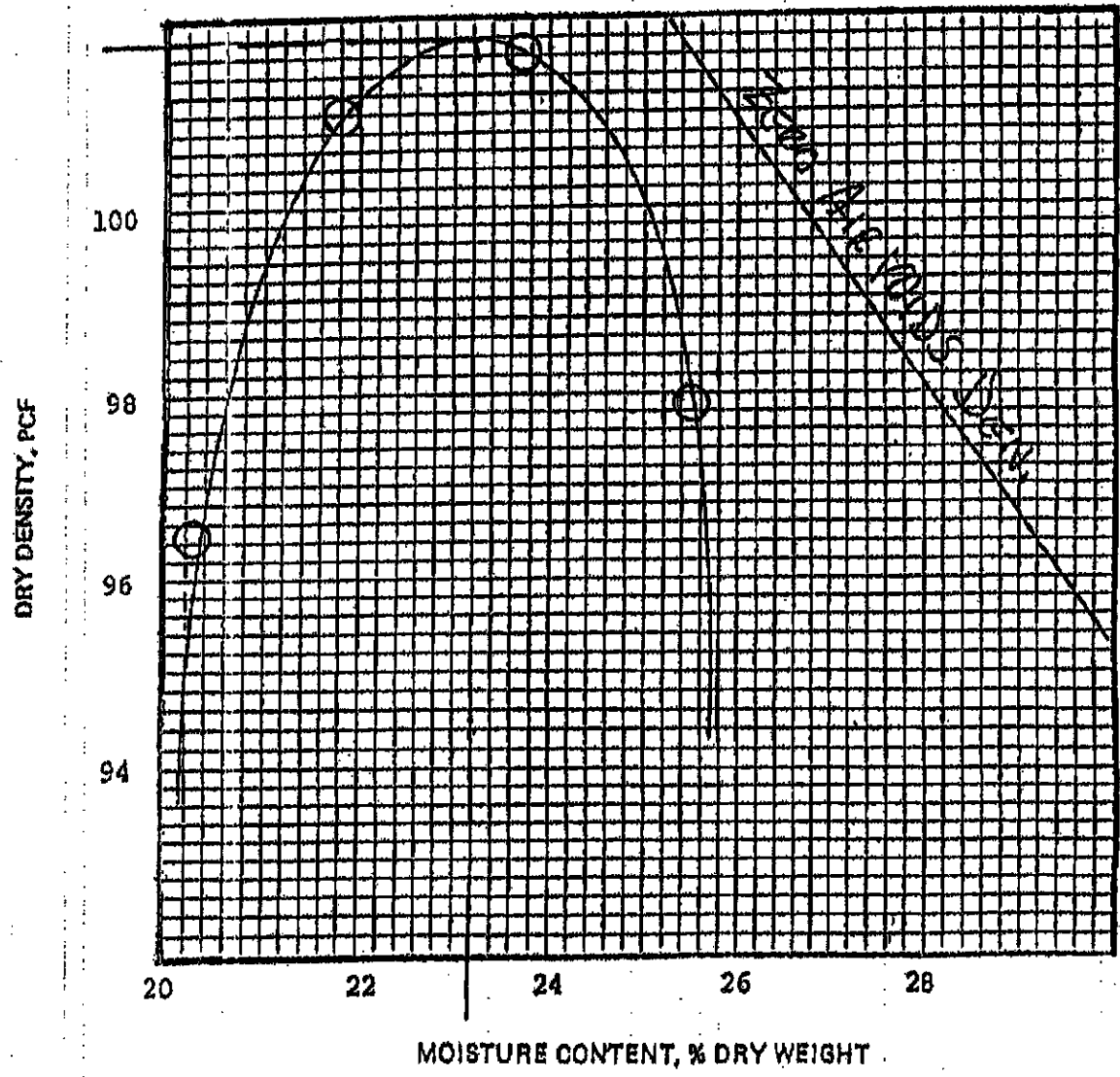
PROJECT/LOCATION:

LABORATORY DATA
RAW MATERIAL

REPORT DATE: N/A

CLIENT NO.: N/A

Visual Classification: Dark Gray Silty Clay w/Shell & Gravel
Sample Source: Downs Road, Beaumont, Texas



Method of Test: ASTM D-698

Test Results:
Maximum Dry Density: 101.8 lbs/ft³
Optimum Moisture Content: 23.2 %

Atterberg Limits:
Liquid Limit: 61, Plastic Limit: 24, PI: 37

na 131
(p/b)



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route 4 box 78-b (off county airport) • 409-727-6291 • beaumont, texas 77703

TOM A. FARMER - President and CEO
NANCY S. FARMER - Corp. Secretary
YOUSUF RAHMANI - P.E., 66273
FAX# (409) 722-6961

CLIENT:
ANDY JACKSON

PROJECT/LOCATION:
LABORATORY TEST DATA
BASE SEAL MIXTURE
BY MANUFACTURE RECOMMENDATIONS

REPORT DATE: N/A **CLIENT NO.:** N/A

- 1) **MATERIAL TYPE:** Dark Gray Silty Clay w/Shell & Gravel mixed w/Base Seal
- 2) **MATERIAL SOURCE:** Downs Road, Beaumont, Texas
- 3) **SAMPLE DATE:** N/A
- 4) **ENGINEERS:** City Engineering Division

TESTS PERFORMED AND PROCEDURES

RESULTS

A) MOISTURE/DENSITY RELATIONSHIP (ASTM D- 698)	
1) Maximum Dry Density.....	106.6 pcf
2) Optimum Moisture.....	18.8 %
B) ATTERBERG LIMITS (ASTM D-4318)	
1) Liquid Limit.....	41
2) Plasticity Index.....	19
C) PASSING #200 SIEVE (ASTM D-422-D1140)...	53 %
D) PASSING #80 SIEVE.....	N/A %
E) PASSING #40 SIEVE	" %
F) LINEAR SHRINKAGE (TEX-107E).....	" %
G) SOILS CLASSIFICATION (ASTM D-2487).....	CH
F) COEFF./PERMEABILITY (U.S. C OF E APPX. VII)...	N/A Cm/Sec.

REMARKS: MOISTURE/DENSITY CURVE ATTACHED

copies: 3 - Client
1 - MAY

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By Tom A. Farmer



MOISTURE DENSITY RELATIONSHIP CURVE

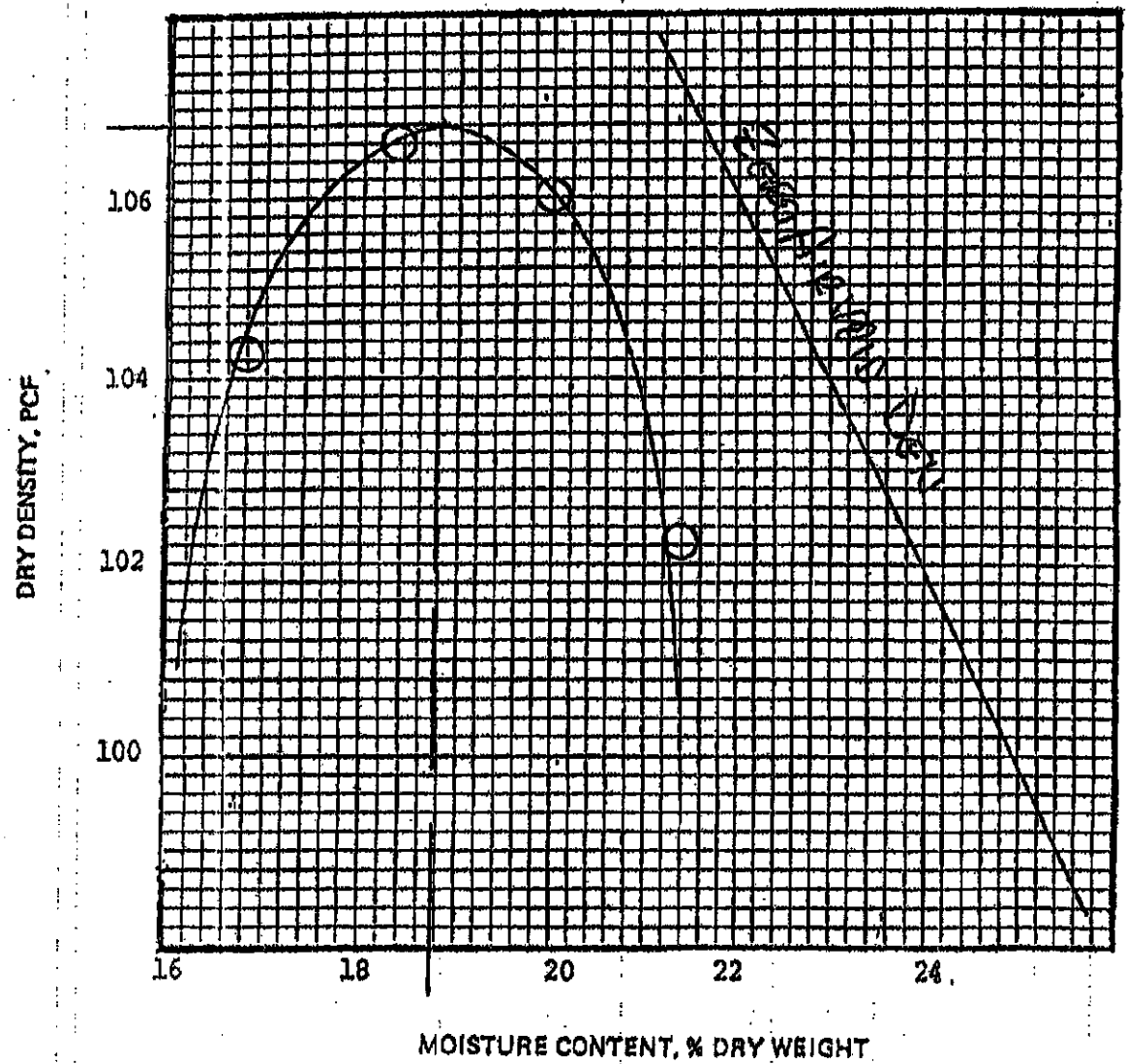
CLIENT:
ANDY JACKSON

PROJECT/LOCATION:
LABORATORY TEST DATA
BASE SEAL MIXTURE
BY MANUFACTURE RECOMMENDATIONS

REPORT DATE: N/A

CLIENT NO.: N/A

Visual Classification: Dark Gray Silty Clay w/Shell & Gravel
Sample Source: Downs Road, Beaumont, Texas



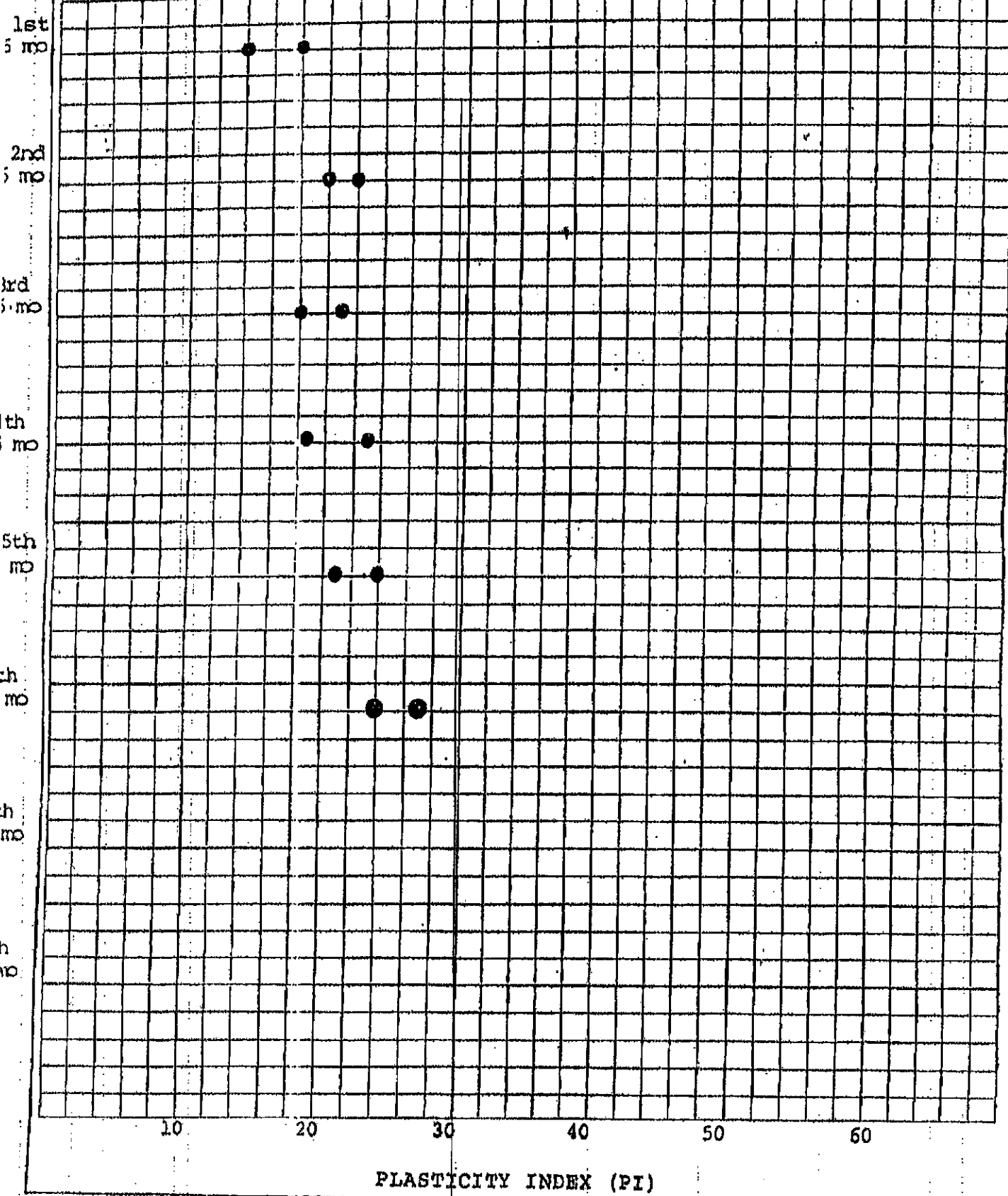
Method of Test: ASTM D-698

Test Results:
Maximum Dry Density: 106.6 lbs/ft³
Optimum Moisture Content: 18.8 %

Atterberg Limits:
Liquid Limit: 41 , Plastic Limit: 22 , PI: 19



DOWNES ROAD - BEAUMONT, TEXAS
BASE SEAL MONITORING FOR PLASTICITY INDEX



A. J. ORR'S LABORATORY

INHIBITOR EVALUATION TEST

INHIBITOR: BASE SEAL, EN-1 LEASE: _____ WATER: HOUSTON TAP
INHIBITOR SOLN: _____ ML DISSOLVED IN _____ ML OF _____
ACID GAS: NONE TEMPERATURE: ROOM TEST LENGTH, HOURS: 24
RPM OF WHEEL: 26 BRINE: _____ PH NACl AND _____ ML NACl/LITER OF _____ WATER

COUPON	BRINE ML	HYDROCARBON ML	INHIBITOR CONC. PHM	WT. LOSS (%)	MPY	PROTECTION	INHIBITOR
1	200, 0	0, 0		0.0	0.000	100	BASE SEAL
2	"	"		35.3	27.110	0	EN-1
3	"	"		18.9	14.515	0	BLANK

REMARKS: Coupons 1/4" X 7 3/8" 1018 Mild Steel
Base Seal is 100% less corrosive than Houston Tap Water
EN-1 is 87% more corrosive than Houston Tap Water.

TEST BY: Craig Willson
Craig Willson

*Non-Toxic
Non-Corrosive
Non-Flammable
Non-Allergenic*

*Your Formula
for Economic
and Efficient
Road Building*



BASE - SEAL INTERNATIONAL INC.
15822 RIVER ROADS DRIVE
HOUSTON, TEXAS 77079

Email: Baseseal@Juno.com

TEL (281) 497-7743 - FAX (281) 497-1345

CERTIFICATION

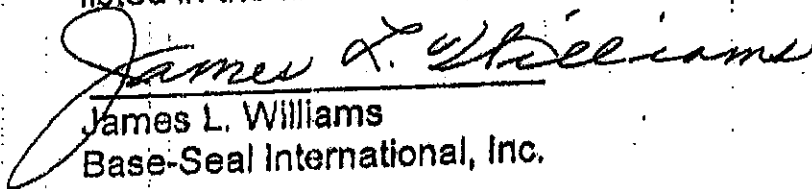
December 10, 1997

Ref: **Code of Federal Regulations**, Protection of Environment,
Section 40, Parts 400 to 424.

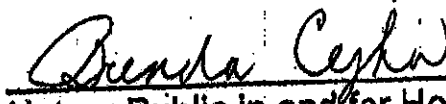
This is to certify none of the chemicals listed in the above referenced publication are used in the manufacturing of Base-Seal soil stabilizer or Top-Shield soil sealant and erosion control.

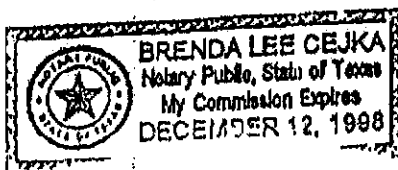
Ref: UNITED STATES ENVIRONMENTAL PROTECTION AGENCY,
T.S.C.A. INVENTORY.

This is to certify the ingredients used in the manufacture of Base-Seal soil stabilizer and Top-Shield soil sealant and erosion control are listed in the above EPA, TSCA INVENTORY


James L. Williams
Base-Seal International, Inc.

Personally appeared before me James L. Williams being duly sworn, subscribed and set his hand and seal on this the 13th day of December, 1997


Notary Public in and for Houston, County,
State of Texas, United States of America



Visit our web site at www.baseseal.com



*Base Seal solution
The quantity would be
about 0.17 gallons*

9797

ANCO TESTING LABORATORY
MATERIALS TESTING DIVISION — GEOTECHNOLOGY, INC.

1552 South 7th
St. Louis, MO 63104

p: (314) 241-052
f: (314) 241-352

November 21, 1997

Report No. A-400867
3807.01.7117.3004

Mr. Joseph A. Vernaci
Vernaci Construction, Inc.
200 W. 12th Street
Washington, Missouri 63090

Ref: Missouri Mulch
Soil Stabilization

Gentlemen:

Per your instructions, we performed laboratory testing to determine the effects of stabilizing agents on the physical properties of a sample of soil submitted by your representative from the referenced project.

The following procedure was followed:

- The bulk soil sample was processed in accordance with ASTM D698 and conditioned to 18 percent total moisture content.
- Liquid Limit, Plastic Limit and Plasticity Index were determined for the natural soil.
- Representative samples of the bulk soil sample were prepared in the following manner, based upon soil wet density of 125 pounds per cubic foot.
 - Three (3) samples prepared using 0.0023 gallons of Base-Seal solution diluted with potable water at the ratio of 30:1 per cubic yard of soil (0.017 ml per 3000 grams of soil at 18 percent moisture content).
 - One sample prepared using eight (8) percent Type C Fly Ash.
 - One sample prepared using ten (10) percent Type C Fly Ash.
 - One sample prepared using twelve (12) percent Type C Fly Ash.
 - One sample prepared using eight (8) percent Type C Fly Ash and Base-Seal at the rate above.
 - One sample prepared using ten (10) percent Type C Fly Ash and Base-Seal at the rate above.
 - One sample prepared using twelve (12) percent Type C Fly Ash and Base-Seal at the rate above.
- Liquid Limit, Plastic Limit and Plasticity Index were determined for the above samples, as were unconfined compressive strength values from the preparation of compacted specimens from the samples in accordance with ASTM D698.

Test results are tabulated and presented graphically on the following pages of this report.

Should there be any questions regarding our report, please contact the undersigned or Mr. Ed McNeil.

Very Truly Yours,

ANCO TESTING LABORATORY

John A. Baker
John A. Baker, P.E.
Division Manager

EEM:JAB/em
Copies Submitted: (3)

Attachment F (pg 1 of 3)

ANCO TESTING LABORATORY

MATERIALS TESTING DIVISION -- GEOTECHNOLOGY, INC.

1552 South 7th
St. Louis, MO 63104

ph: (314) 241-052
f: (314) 241-352

Vernaci Construction Inc.
Missouri Mulch

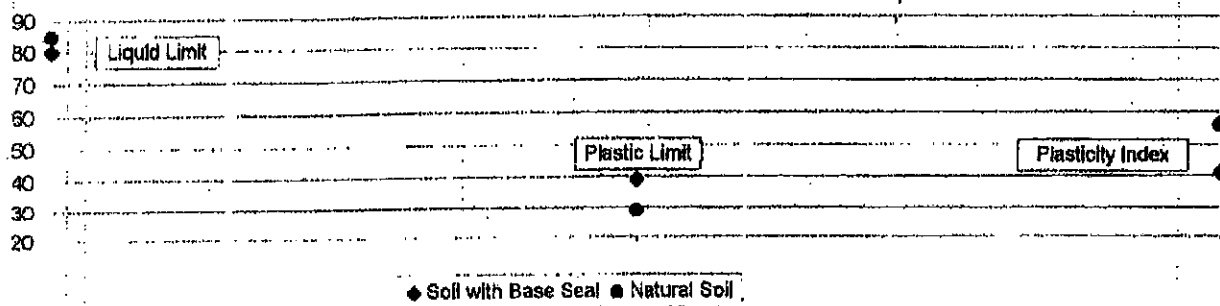
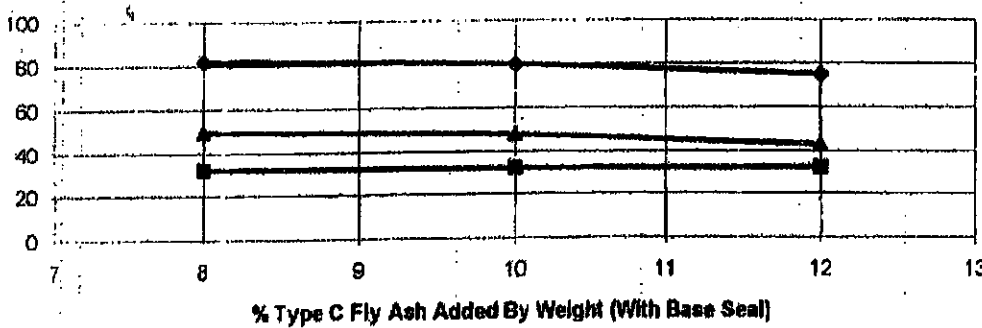
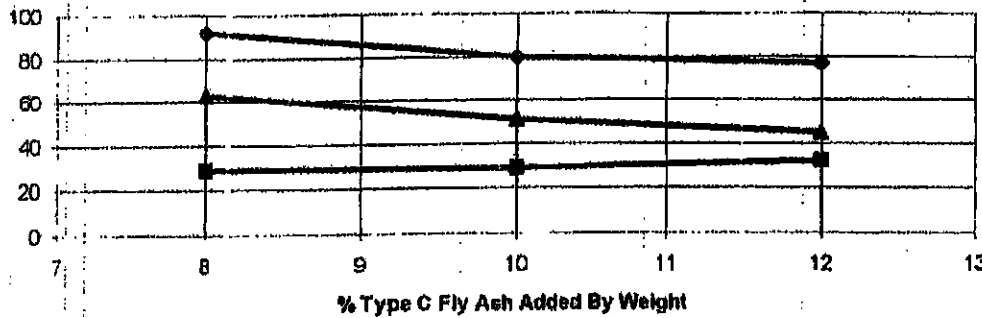
3807.01.7117.3004
Report No. A-400867

ATTERBERG LIMIT DETERMINATIONS

% Added Fly Ash	FLY ASH			FLY ASH + BASE SEAL		
	LL	PL	PI	LL	PL	PI
8	92	29	63	82	32	50
10	80	29	51	80	32	48
12	77	32	45	75	32	43

BASE SEAL ONLY		
LL	PL	PI
80	39	41

LL	PL	PI
85	29	56



ANCO TESTING LABORATORY
 MATERIALS TESTING DIVISION — GEOTECHNOLOGY, INC.

1552 South 7th
 St. Louis, MO 63104

p: (314) 241-052
 f: (314) 241-352

Vernaci Construction Inc.
 Missouri Mulch

3807.01.7117.3004
 Report No. A-400867

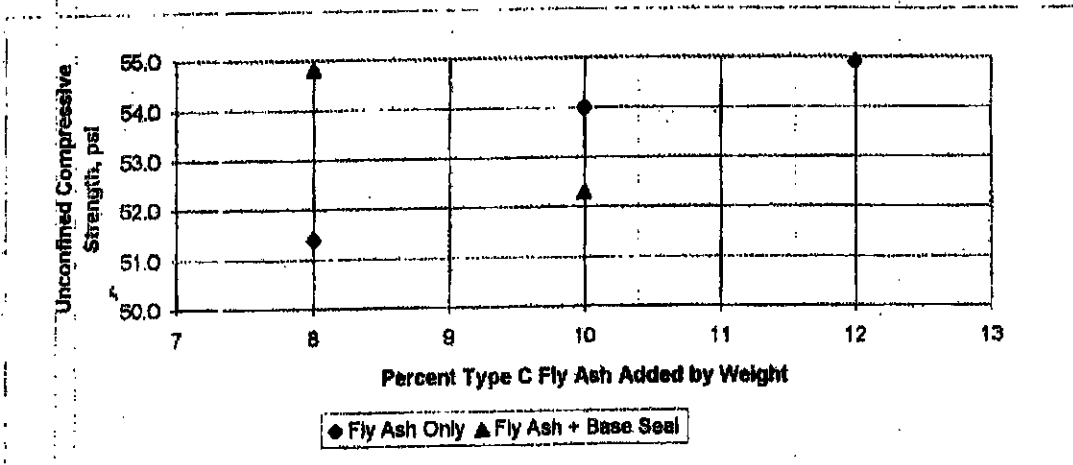
UNCONFINED COMPRESSIVE STRENGTH DETERMINATIONS

Unconfined Compressive Strength, psi

% Added Fly Ash	FLY ASH ONLY	FLY ASH + BASE SEAL
8	51.4	54.8
10	54.0	52.3
12	54.9	*

BASE SEAL ONLY
 94.7

* Sample disintegration due to lack of cohesion.



Base-Seal International, Inc.
9107 Hudson Court
Houston, Texas 77024
1-281-497-7743
www.base Seal.com



Net Weight:

Product Code:

BASEC-DRST

Ingredients:

Inorganic Proprietary Cohesive Agents (Mixture)
BSI Inc. expressly warrants that all products furnished hereunder conform to BSI's specifications.

MADE IN U.S.A.

Not Regulated

Base-Seal® 100 Concentrate

LIQUID SOIL STABILIZER

Batch Number:

WARNING:

May be harmful if swallowed. May cause skin & eye irritation.

PRECAUTIONS:

Wash hands & other skin areas exposed to material thoroughly after handling. Wear eye protection/protective gloves/protective clothing.

FIRST AID:

- IF ON SKIN: Wash with plenty of soap and water.
- IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses if present and easy to do. Continue rinsing.
- SPECIFIC TREATMENT: Call doctor if you feel unwell. Refer to Section 4 of SDS for Base-Seal® 100 Concentrate. If skin irritation or eye irritation persists, get medical attention. Remove contaminated clothing and wash before reuse.

HANDLING INSTRUCTIONS:

- Open container slowly to release any pressure.
- Provide fresh air ventilation during and after use.
- Do not allow product to freeze.

APPLICATION INSTRUCTIONS:

For proper use and dilution ratios for soil stabilization, contact: Base-Seal International, Inc., 1-281-497-7743

User assumes all risks of use, storage and handling. See current Safety Data Sheet: Base-Seal® 100 Concentrate for more information.

FOR EMERGENCY CALL: 1-281-497-7743

Product Name:

Base-Seal® 100 Concentrate

Batch Number:

Net Weight:

Product Code:

BASEC-DRST



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

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, <https://www.co.jefferson.tx.us/Purchasing/> or by calling 409-835-8593.

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

BID NAME: 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: mistey.reeves@jeffcotx.us. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: deb.clark@jeffcotx.us.

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

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

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

Deborah Clark

Deborah L. Clark, Purchasing Agent
 Jefferson County, Texas

PUBLISH:
The Examiner:
 October 31, 2024 & November 7, 2024

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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. <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.

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

1. BIDDING.

1.1 BIDS.

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

1.2 AUTHORIZED SIGNATURES.

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

1.3 LATE BIDS.

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

1.4 WITHDRAWAL OF BID PRIOR TO OPENING.

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

1.5 WITHDRAWAL OF BID AFTER OPENING.

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

1.6 BID AMOUNTS.

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

1.7 EXCEPTIONS AND/OR SUBSTITUTIONS.

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

1.8 ALTERNATES.

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

1.9 DESCRIPTIONS.

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

1.10 BID ALTERATIONS.

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

1.11 TAX EXEMPT STATUS.

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

1.12 QUANTITIES.

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

1.13 BID AWARD.

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

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

1.14 SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS.

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

1.15 ADDENDA.

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

1.16 GENERAL BID BOND/SURETY REQUIREMENTS.

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

1.17 GENERAL INSURANCE REQUIREMENTS.

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

1.18 RESPONSIVENESS.

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

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

1.19 RESPONSIBLE STANDING OF BIDDER.

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

1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.

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

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

1.21 PUBLIC BID OPENING.

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

2. PERFORMANCE.

2.1 DESIGN, STRENGTH, AND QUALITY.

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

2.2 AGE AND MANUFACTURE.

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

2.3 DELIVERY LOCATION.

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

2.4 DELIVERY SCHEDULE.

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

2.5 DELIVERY CHARGES.

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

2.6 INSTALLATION CHARGES.

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

2.7 OPERATING INSTRUCTIONS AND TRAINING.

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

2.8 STORAGE.

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

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

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

2.10 OSHA.

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

2.11 PATENTS AND COPYRIGHTS.

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

2.12 SAMPLES, DEMONSTRATIONS, AND TESTING.

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

2.13 ACCEPTABILITY.

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

2.14 MAINTENANCE.

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

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 the right to contact any Bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. PURCHASE ORDERS AND PAYMENT.**3.1 PURCHASE ORDERS.**

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

3.2 INVOICES.

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

3.3 PROMPT PAYMENT.

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

3.4 FUNDING.

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

4. CONTRACT.**4.1 CONTRACT DEFINITION.**

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

4.2 CHANGE ORDER.

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

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

4.3 PRICE RE-DETERMINATION.

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

4.4 TERMINATION.

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

4.5 CONFLICT OF INTEREST.

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

4.6 INTEREST BY PUBLIC OFFICIALS.

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

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

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

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

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

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

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

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

4.8 INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE.

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

4.9 WARRANTY.

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

4.10 UNIFORM COMMERCIAL CODE.

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

4.11 VENUE.

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

4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.

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

4.13 SILENCE OF SPECIFICATIONS.

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

5. REJECTION OR WITHDRAWAL.

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

6. EMERGENCY/DECLARED DISASTER REQUIREMENTS.

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

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

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

7. AWARD.

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

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

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

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

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

8. CONTRACT.

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

9. WAIVER OF SUBROGATION.

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

10. FISCAL FUNDING.

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

11. BID RESULTS.

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

12. CHANGES AND ADDENDA TO BID DOCUMENTS.

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

13. SPECIFICATIONS.

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

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

14. DELIVERY.

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

15. INTERPRETATION OF BID AN/OR CONTRACT DOCUMENTS.

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

16. CURRENCY.

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

17. PRICING.

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

18. NOTICE TO PROCEED/PURCHASE ORDER.

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

19. CERTIFICATION.

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

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

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

20. DEFINITIONS.

"County" – Jefferson County, Texas.

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

21. 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: <https://www.mbdadfw.com>

Email: admin1@mbdadallas.com

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: <https://www.sba.gov/district/houston>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

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 <u>41 U.S.C. 1908</u> , 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	<p>Equal Employment Opportunity. Except as otherwise provided under <u>41 CFR Part 60</u>, all contracts that meet the definition of "federally assisted construction contract" in <u>41 CFR Part 60-1.3</u> must include the equal opportunity clause provided under <u>41 CFR 60-1.4(b)</u>, in accordance with Executive Order 11246, "Equal Employment Opportunity" (<u>30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp.</u>, p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at <u>41 CFR part 60</u>, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the Contractor agrees as follows:</p> <p>(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</p>	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.

<p>>\$2,000</p>	<p>Davis-Bacon Act, as amended (<u>40 U.S.C. 3141-3148</u>). 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 (<u>40 U.S.C. 3141-3144</u>, and <u>3146-3148</u>) as supplemented by Department of Labor regulations (<u>29 CFR Part 5</u>, "Labor Standards Provisions</p>	<p>2 CFR 200 APPENDIX II (D)</p>
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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 (<u>40 U.S.C. 3145</u>), as supplemented by Department of Labor regulations (<u>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"</u>). 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 (<u>40 U.S.C. 3701-3708</u>). 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 <u>40 U.S.C. 3702</u> and <u>3704</u> , as supplemented by Department of Labor regulations (<u>29 CFR Part 5</u>). Under <u>40 U.S.C. 3702</u> 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 <u>40 U.S.C. 3704</u> 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 <u>37 CFR § 401.2 (a)</u> 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 <u>37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,"</u> and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
>\$150,000	Clean Air Act (<u>42 U.S.C. 7401-7671g.</u>) and the Federal Water Pollution Control Act (<u>33 U.S.C. 1251-1387</u>), 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 (<u>42 U.S.C. 7401-7671g</u>) and the Federal 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).	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 (<u>31 U.S.C. 1352</u>) - 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 <u>31 U.S.C. 1352</u> . Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.216.	2 CFR 200 APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
>\$10,000	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at <u>40 CFR part 247</u> that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.	2 CFR 200.323
>\$100,000	<p><i>§135.38 Section 3 clause</i> <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p> <p>A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p>	

	<p>C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p> <p>D. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any Subcontractor where the Contractor has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 CFR part 135.</p> <p>E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.</p> <p>F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.</p> <p>G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).</p>	
<p>None</p>	<p>Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their Contractors and Subcontractors, may not obligate or expend any FEMA award funds to:</p> <p>Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:</p> <ul style="list-style-type: none"> (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered 	<p>2 CFR 200.216</p>

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

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

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

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

BYRD ANTI-LOBBYING CERTIFICATION

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

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

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

The Contractor Preferred Facilities Group - USA 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

Michael Waidley - Division Manager

Name and Title of Contractor's Authorized Official

11/20/24

Date

REQUIRED FORM

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

DEBARMENT/SUSPENSION CERTIFICATION


126126

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

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

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

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



Signature of Contractor's Authorized Official

Michael Waidley - Division Manager

Name and Title of Contractor's Authorized Official

11/20/24

Date

REQUIRED FORM

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

CIVIL RIGHTS COMPLIANCE PROVISIONS

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

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

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

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

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

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

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

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

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

Signature of Contractor's Authorized Official

Michael Waidley - Division Manager

Name and Title of Contractor's Authorized Official

11/20/24

Date

REQUIRED FORM

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

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

The following requirements and instructions supersede General Requirements where applicable.

1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

One (1) Original and two (2) Bid Copies; with all copies to include a Completed Copy of this Specifications Packet (~~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, 1st Floor
Beaumont, TX 77701

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

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

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

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

COUNTY HOLIDAYS (2024):

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

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

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

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

2. PRE-BID MEETING AND WALK-THROUGH.

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: mistey.reeves@jeffcotx.us. If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at: deb.clark@jeffcotx.us. The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, Wednesday, November 13, 2024.

4. VENDOR REGISTRATION (System for Award Management).

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

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

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

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

SETEX FACILITIES & MAINTENANCE LLC Active Registration

Unique Entity ID:
QVX7XW6LD5C3

Doing Business As:
**PREFERRED FACILITIES GROUP -
USA**

Purpose of Registration:
All Awards

Expiration
Date:
Aug 28, 2025

CAGE/NCAGE:
9DZZ5

Physical Address:
**7010 EVANGELINE DR.
LUMBERTON, TX 77657-2522
USA**

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

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

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

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

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

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

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

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

FORM 1295 EXEMPTIONS:

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

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

A completed Form 1295 is not required for:

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

SAMPLE COMPLETED FORM 1295

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

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

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

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

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

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

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

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

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

(month) (year)

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.

CERTIFICATE OF INTERESTED PARTIES

136136

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Preferred Facilities Group - USA
 Beaumont, TX United States

Certificate Number:
 2024-1240778

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Jefferson County

Date Filed:
 11/19/2024

Date Acknowledged:

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

IFB 24-065/MR
 Doggett Park Midway Rehabilitation

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.


6 UNSWORN DECLARATION

My name is Michael Waidley, and my date of birth is 3/16/65

My address is 5555 College St #104, Beaumont, TX, 77707, USA
(street) (city) (state) (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 20th day of November, 20 24
(month) (year)



 Signature of authorized agent of contracting business entity
 (Declarant)

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

6. MULTIPLE VENDOR AWARD.

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

7. DELIVERY.

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

8. PAYMENT.

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

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

Invoices shall be submitted to:

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

9. USAGE REPORTS.

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

10. INSURANCE.

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

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

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

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

Minimum Insurance Requirements:

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

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation

Statutory Coverage (See Section 9 Below)

11. WORKERS' COMPENSATION INSURANCE**11.1 Definitions:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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 endorsement(s).

PRODUCER McElveen Insurance LLC A Higginbotham Partner 700 W. Prien Lake Road Lake Charles LA 70601		CONTACT NAME: Monica Broussard	
		PHONE (A/C, No, Ext): 337-4757-462	FAX (A/C, No): 337-564-6934
		E-MAIL ADDRESS: mbroussard@higginbotham.net	
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Preferred Facilities Group USA P. O. Box 20658 Beaumont TX 77720		INSURER A: The Continental Insurance Company	35289
		INSURER B: AGCS Marine Insurance Company	22837
		INSURER C: Texas Mutual Insurance Company	22945
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 329781794 **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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 15,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	7018117430	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	7018117444	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	7018117458	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	0001096795	4/1/2024	4/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Equipment Floater Pollution	Y		MXI93088759	4/1/2024	4/1/2025	Rented/Leased Occurrence Aggregate \$250,000 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 Certificate	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

BIDDER INFORMATION FORM

142142

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

Bid Number & Name: (IFB 24-065/MR) Jefferson County Doggett Park Midway Rehabilitation

Bidder's Company/Business Name: Preferred Facilities Group - USA

Bidder's TAX ID Number: 82-4812154

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

Contact Person: Michael Waidley **Title:** Division Manager

Phone Number (with area code): 409.842.8293

Alternate Phone Number if available (with area code): 409.790.6092

Fax Number (with area code): _____

Email Address: mwaidley@pfg-usa.com

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

P O Box 20658
Address
Beaumont TX 77620
City, State, Zip Code

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

SECTION 4: MINIMUM SPECIFICATIONS

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: mistey.reeves@jeffcotx.us. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: deb.clark@jeffcotx.us. Please reference Bid Number: IFB 24-065/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:

1. 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

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
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.
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.
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:

<u>Square Feet</u>	<u>Minimum Thickness</u>
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

CONTRACTOR: _____

PROJECT: Jefferson County Doggett Park Midway Rehabilitation

LOCATION: _____

WORK PERFORMED: -

FINAL CONTRACT AMOUNT: \$ _____

CONTRACT DATE: _____

CONTRACTOR warrants and guarantees to the OWNER and that all Work is in accordance with the Contract Documents and will not be defective. CONTRACTOR'S warranty and guarantee hereunder excludes defects or damage caused by;

- 1) Abuse, modification, or improper maintenance or operation by persons other than the CONTRACTOR, Sub-contractors, Suppliers, or any other individual or entity for whom the CONTRACTOR is responsible; or
- 2) Normal wear and tear under normal usage.

The Signing Officer, as titled, of said CONTRACTOR, does hereby Guarantee and Warranty in accordance with the Requirements (Plans and Specifications), all Labor and Materials on the said Project, and all work performed under the Contract between _____ AND JEFFERSON COUNTY and/or assign to be free from defects resulting from faulty Workmanship and/or Materials for the Guarantee Period extending from _____ through _____. Upon receipt of written notice from the OWNER or JEFFERSON COUNTY, the CONTRACTOR shall remedy the defects and replace any property damaged therefrom occurring within the warranty and guarantee period, as required.

SIGNING OFFICER: _____ DATE: _____

PRINTED NAME: _____ TITLE _____

Acknowledged by _____, Notary Public.

Printed Name _____

My Commission 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.

We acknowledge receipt of the following amendment(s): #1, #2, _____, _____.

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

Preferred Facilities Group - USA

Company Name

P O Box 20658

Address

Beaumont TX 77720

City State Zip

For clarification of this offer, contact:

Michael Waidley

Name & Title

409.842.8293

Phone Fax

mwaidley@pfg-usa.com

E-mail

Signature of Person Authorized to Sign

Michael Waidley

Printed Name

Division Manager

Title

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

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: 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
JEFFERSON COUNTY, TEXAS

Date

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



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

Addendum to IFB

IFB NUMBER: IFB 24-065/MR
IFB TITLE: Jefferson County Doggett Park Midway Rehabilitation
IFB DUE BY: 11:00 am CT, Wednesday, November 20, 2024
ADDENDUM NO.: 1
ISSUED (DATE): November 14, 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:

- 1. Questions from Vendors.
- 2. Revisions to Specifications.

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:

Sumida Clifton
Witness

Redd St...
Witness

[Signature]
Authorized Signature (Respondent)

Division Manager
Title of Person Signing Above

Michael Waidley
Typed Name of Business or Individual

P O Box 20658, Beaumont TX 77720
Address

Approved by _____ Date: _____



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

1. Revised Scope of Work is attached in Attachment A. Revisions are typed in red.
2. Revised Division II General Notes and Bid Item Notes is attached in Attachment B. Revisions are typed in red. It shall be understood that any revisions shown in this attachment shall also update the Division II information on sheets 2, 3 and 4 of the Project Plans.
3. Revised Bid Form is attached in Attachment C. Revisions are typed in red.
4. Revised Project Plans are attached in Attachment D. Revisions are typed in red.
5. Question: Can the Milling 2.5" be removed from the project? As most of the area being repaired is Seal Coat I believe it would be advantageous to the County to pulverize existing materials. Bidders will then be able to place excess materials as discussed in the prebid for future use by the district.

Answer: Yes, this has been addressed in the revised Scope of Work (Attachment A) and further described in the revised Division II General Notes and Bid Item Notes (Attachment B).

6. Question: For the utility locations requiring Hand work – would excavation of the areas of 8" with placement of Clippings in the 8" and 2" Asphalt.

Answer: See added "utility island" detail on to Project Plans Sheet 8 (Attachment D).

7. Question: Has the cement percentage been changed?

Answer: Yes, to 6%.

8. Question: General notes reference TXDOT Item 502. Based on review of the Scope of work, there is not any construction on the roadway. Please confirm what type of barricades and signs will be required since there is no stamped traffic control plan in the bid documents. We do not see any street or public roadway closures necessary to perform work in a parking lot.

Answer: You are correct, there should be no work in a road ROW for this project, however, if a situation arises, where barricades are needed for truck traffic routing on a site road to access a spoil area for excavated materials, this spec would be utilized. This is a general specification to protect the County and require suitable barricades and placement if needed.



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

9. Question: During the prebid meeting, there were comments regarding bollards and minor structures where it seemed that someone wanted organic growth items removed. There is not a typical treatment designated for these areas. Please elaborate on what type of zero scape treatment the agency is desiring because right now there is nothing specific to assign pricing to. Is there a minimum or maximum boundary for the hot mix placement and cement stabilization.

Answer: See added "utility island" detail on Project Plans Sheet 8 (Attachment D).

10. Question: The cement stabilizing specifications references 8% but a unit weight of the subgrade material is not specified. Normally TXDOT assigns an application rate based on lbs per sy for bidding purposes. Will the engineer of record please clarify the application rate in lbs per sy?

Answer: This has been addressed by the modification to Bid Item #4 in the Bid Form (Attachment C) and modifications to the Bid Item Notes (Attachment B)

SECTION 4: MINIMUM SPECIFICATIONS

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: mistey.reeves@jeffcotx.us. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: deb.clark@jeffcotx.us. Please reference Bid Number: IFB 24-065/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,~~ reworking existing surface and base materials to a depth of 10", compacting, pre-cutting and pre-shaping, cement treating to a depth of 8", final compacting and 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.~~ Reworking existing surface and base materials to a depth of 10" 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.~~
- Pre-cutting/pre-excitation, compacting and pre-shaping the surface.
- ~~Mixing 8% cement, by weight, into the 8 inch reworked surface~~
- Mixing 6% cement, by weight, to attain final 8 inches in depth into the final surface
- Final compacting, watering, trimming/clipping 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 (8 inches of excavation, placement of 6 inches of base material and 2 inches of asphalt per detail on sheet 8 of the plans) as required around utility islands in the midway area that include ~~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~~ around work 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:

1. 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
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
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.
 - Cement Stabilized Compacted Base - One field density test per 5000 square feet.
 - Asphalt Density - One field density test per 4000 square feet.
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.
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.~~ The bid Quantity for this item has been ESTIMATED as the in-place excavation quantity generated from the pre-cutting/pre-excavation of the reworked surface and base along with the final trimming/clipping of the cement stabilized surface. The quantity includes approximately 2-3/4 inches (two and three quarters inches) of

material to the limits shown on the drawings. This has been estimated to accommodate the 2 inches of final asphalt surface and the approximate increase in depth due to the cement stabilization of the base material. The Contractor is responsible for returning all proposed surfaces to existing elevations and matching existing sidewalks, driveways, utility boxes, other existing asphalt surfaces. Any other excavation (hand or machine) quantities including the excavation around the Utility Islands will be subsidiary to this and other applicable bid items. Excavation for this item is a plans quantity item.

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.~~ Rework/pulverize existing surface and base materials to a maximum depth of ten (10) inches. This item to include the compacting and pre-shaping the surface, grading and watering, etc. necessary for preparation for Cement Stabilization of the base. Existing surface materials may include limestone, asphalt and clay materials. See Geotech Report included as an attachment to this document. The pre-cutting/pre-excitation and final trimming/clipping is estimated in Item 110.

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 reworked and graded material at the rate shown on the plans, compacting, watering to maintain moisture, clipping and trimming to attain plan grades and microcracking. Cement applied shall be in slurry form and shall be applied at a rate of 6% (six percent) of dry weight of the existing material estimated to be 130 lbs per cubic foot.
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. After pre-mixing, pre-cutting, pre-shaping and compaction, proof roll the surfaces prior to cement stabilized to locate soft spots. Proof rolling will not be paid for directly but shall be considered subsidiary to various bid items of the contract
2. 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.
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:

	<u>Square Feet</u>	<u>Minimum Thickness</u>
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**

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	\$ 56,079.21	\$ 56,079.21
2	110	Excavation: Excavate existing surface and base (2-25" Depth) Stockpile on Site	CY	2494 3048	\$ 25.36	\$ 77,297.28
3	251	Reworking Surface and Base Course (8" Depth) (10" Depth)	SY	39900	\$ 5.74	\$ 229,026.00
4	275	Cement Treated Subgrade (Site Mixed 8" Deep) 8% (SY) 6% (Ton)	SY TON	39900 1021	\$ 420.81	\$ 429,647.01
5	300	AEP Prime (0.25 Gallons/SY)	GAL	9975	\$ 6.31	\$ 62,942.25
6	340	Dense Graded Hot-Mix Asphalt: 2 inches thick, PG 70-22 (20% RAP Allowed)	TON	4608	\$ 212.83	\$ 980,720.64
7	351	Flexible Pavement Subgrade Repair	SY	400	\$ 60.42	\$ 24,168.00
8	502	Barricades and Traffic/Pedestrian Handling	LS	1	\$10,736.05	\$ 10,736.05
TOTAL BID AMOUNT						\$ 1,870,616.44

REQUIRED FORM

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

**JEFFERSON COUNTY
DOGGETT FORD PARK MIDWAY REHABILITATION PROJECT
QUANTITIES**

General Site Information
 SQUARE YARDS OF SURFACE (SY)
 EXCAVATION (INCHES)
 LIME STABILIZATION (INCHES)
 H/MAC (INCHES)

39,900.0
~~2,225~~
 8.0
 2.00

2.75

CEMENT

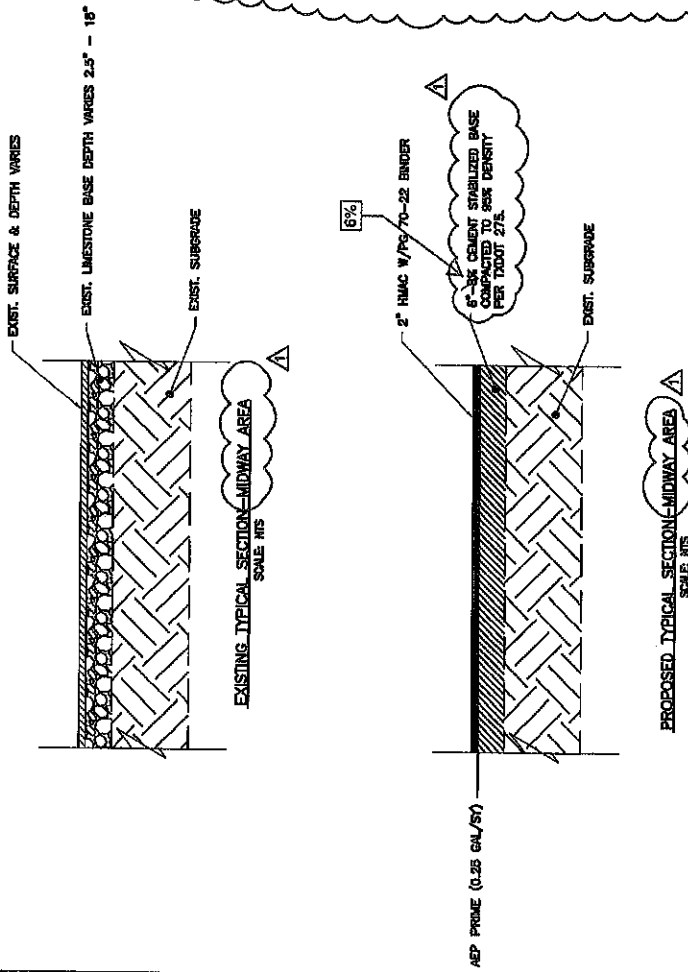
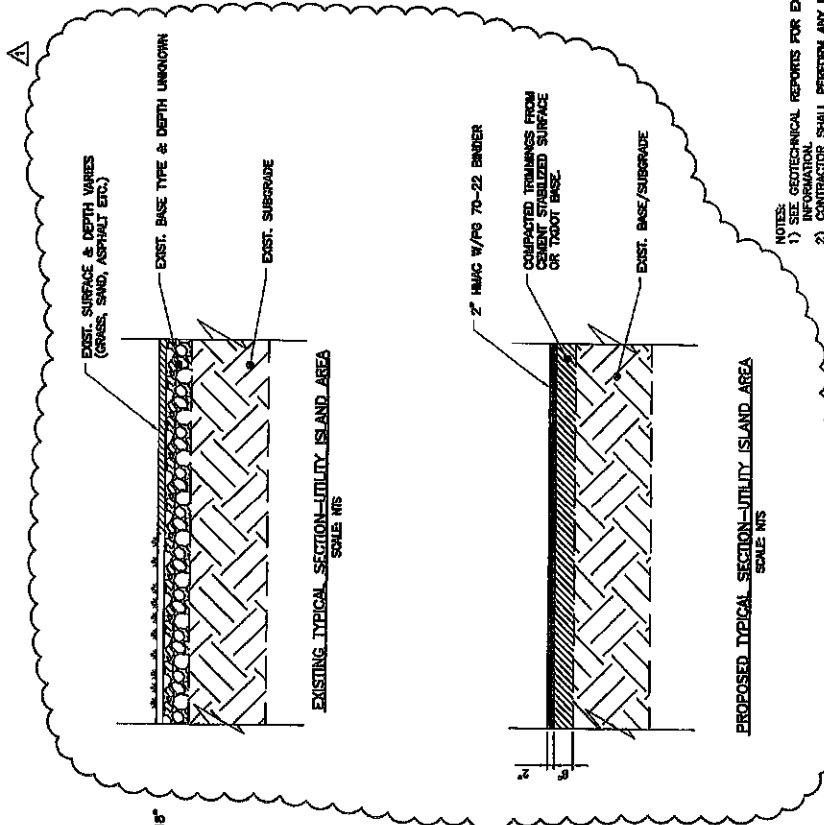
Bid Item	TXDOT Item	BID ITEM DESCRIPTION	Estimated Quantities	Unit
1	500	MOBILIZATION (MAX 3%)	1	LS
2	110	EXCAVATION Excavate existing surface and base (2.25'-DEPTH) Stockpile on site	3048 2494	CY
3	251	REWORKING BASE COURSE (6" DEPTH)	39900	SY
4	275	CEMENT TREATED SUBGRADE (Site Mixed 8" deep) 6% (TON)	1021	SY TON
5	300	AEP PRIME (0.25 GALLONS/SY)	9875	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	BARRICADES AND TRAFFIC/PEDESTRIAN HANDLING	1	LS



10-23-2024

JEFFERSON COUNTY
 ENGINEERING DEPARTMENT
 1000 AVENUE STREET, 5TH FLOOR
 JEFFERSON COUNTY, CALIFORNIA 95834
 PHONE: (916) 338-3382 FAX: (916) 338-8775
 PROJECT: DOGGETT FORD PARK
 MIDWAY ASPHALT REHABILITATION
 SHEET 5 OF 9 SHEET
 DRAWN BY: G.K. QUANTITIES
 CHECK BY: M.F.
 174174
 05

REV 1 Addendum #1 Modifications
 11-13-2024



- NOTES:
 1) CONTRACTOR SHALL OBTAIN ALL NECESSARY TECHNICAL 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.



REVISION 1
 ADDENDUM #1 MODIFICATIONS
 ADDITION OF UTILITY ISLAND
 DETAILS & OTHER MISC. MOODS
 11-13-24

11-13-2024

JEFFERSON COUNTY ENGINEERING DEPARTMENT 104 N. MAIN STREET, 2ND FLOOR JEFFERSON, TEXAS 77801	
PROJECT: DOGGETT FORD PARK MIDWAY ASPHALT REHABILITATION	SHEET 8 OF 9
DRAWN BY: G.K.	DETAILS
CHECKED BY: M.F.	08



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

Addendum to IFB

IFB NUMBER: IFB 24-065/MR
IFB TITLE: Jefferson County Doggett Park Midway Rehabilitation
IFB DUE BY: 11:00 am CT, Wednesday, November 20, 2024
ADDENDUM NO.: 2
ISSUED (DATE): November 15, 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:

- 1. Questions from Vendors.
2. Liquidated Damages.

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:

Handwritten signature of Humida Clepton
Witness

Handwritten signature of Todd Str...
Witness

Authorized Signature (Respondent)

Division Manager
Title of Person Signing Above

Michael Waidley
Typed Name of Business or Individual

Approved by _____ Date: _____

P O Box 20658, Beaumont TX 77720
Address



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

1. Liquidated damages for this project will be \$3,000.00 per day after the time specified in these specifications for Final Completion (February 28, 2025).
2. Question: Is the county implementing any access restrictions to the work zone other than access and egress from Route 124?

Answer: No, there are no restrictions to site access except as noted on sheet 9 of the plan set.

3. Question: Can you specify the location on site where the count states excess excavation material is to be placed?

Answer: This was discussed in the Pre-bid and was noted to be generally north of parking lot north of site road on the north side of the Ag Barns

4. Question: This clarification request pertains to the hand work outlined in Attachment D. The scope is defined, however in the original general notes, it stated that this was subsidiary to other bid items. Will the excavation, asphalt and Base placement be measured and paid then added to the original quantities, are you anticipating cold asphalt joints on the perimeter around these utility structures. Will the quantity for original items be reduced as a result of this undefined measurement and payment ?

Answer in red text: This clarification request pertains to the hand work outlined in Attachment D. The scope is defined, however in the original general notes, it stated that this was subsidiary to other bid items. Will the excavation, asphalt and Base placement be measured and paid then added to the original quantities , No, any work performed in the Utility Islands is subsidiary to all of the other items, are you anticipating cold asphalt joints on the perimeter around these utility structures. Yes. Will the quantity for original items be reduced as a result of this undefined measurement and payment ? No.

BIDDER: INSERT BID SECURITY BEHIND THIS PAGE

AIA[®] Document A310[™] - 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Preferred Facilities Group - USA
P.O. Box 20658
Beaumont, TX 77720

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.

OWNER:

(Name, legal status and address)
Jefferson County
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

BOND AMOUNT: Five Percent (5%) of Total Amount Bid

PROJECT:

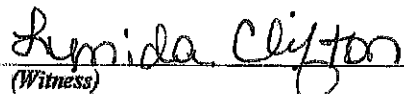
(Name, location or address, and Project number, if any)
Jefferson County Doggett Park Midway Rehabilitation
Bid No. IFB 24-065/MR

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 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.

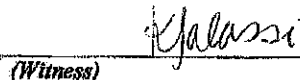
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement 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 sealed this 20th day of November 2024


(Witness)

Preferred Facilities Group - USA
(Principal)  *(Seal)*

(Title) Nathan Rivers - President
American Alternative Insurance Corporation
(Surety)  *(Seal)*


(Witness)

(Title) Mary Catherine Turner, Attorney-in-Fact

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.



By: Michael G. Kerner
Michael G. Kerner
President

Attest: Ignacio Rivera
Ignacio 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 personally known to me.



Jillian Sanfilippo
Jillian Sanfilippo, Notary Public
State of New Jersey
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 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 20th day of November, 2024.



AMERICAN ALTERNATIVE INSURANCE CORPORATION

Ignacio Rivera
Ignacio Rivera (Sep 24, 2021 16:00 EDT)
Ignacio Rivera
Deputy General Counsel & Secretary

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

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

VENDOR REFERENCES FORM

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

REQUIRED FORM

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

REFERENCE ONE

Government/Company Name: Jefferson County

Address: 1149 Pearl St, 1st Fl, Beaumont TX 77701

Contact Person and Title: Deb Clark - Purchasing Agent

Phone: 409.835.8593 Fax: 409.835.8456

Email Address: deb.clark@jeffcotx.us Contract Period: 2024

Scope of Work: Renovation

REFERENCE TWO

Government/Company Name: Lamar State College Port Arthur

Address: 1500 Procter St, Port Arthur, TX 77640

Contact Person and Title: Reed Richard

Phone: 409.984.6252 Fax: N/A

Email Address: richardrj@lamarpa.edu Contract Period: 2024

Scope of Work: Renovation

REFERENCE THREE

Government/Company Name: Beaumont ISD

Address: 3395 Harrison Ave, Beaumont TX 77706

Contact Person and Title: Mark McClelland

Phone: 409.656.4300 Fax: _____

Email Address: mmcclel@bmtisd.com Contract Period: 2024

Scope of Work: Renovation

SIGNATURE PAGE

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

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

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

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

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

Preferred Facilities Group - USA

Bidder (Entity Name)

5555 College St #104 / P O Box 20658

Street & Mailing Address

Beaumont TX 77707 / 77720

City, State & Zip

409.842.8293

Telephone Number

pfg@pfg-usa.com

E-mail Address

Signature

Michael Waidley

Print Name

11/20/24

Date Signed

N/A

Fax Number

REQUIRED FORM

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

CERTIFICATION REGARDING LOBBYING

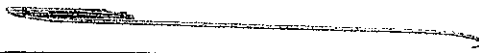
Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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


Signature of Contractor's Authorized Official
Michael Waidley - Division Manager
Name and Title of Contractor's Authorized Official (Please Print)
11/20/24
Date

REQUIRED FORM
Bidder: 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. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	OFFICE USE ONLY	
1 Name of vendor who has a business relationship with local governmental entity. <p style="text-align: center; font-size: 1.2em;">Preferred Facilities Group - USA</p>	Date Received	
2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information in this section is being disclosed. <p style="text-align: center; font-size: 1.5em;">N/A</p> <p style="text-align: center; font-size: 0.8em;">Name of Officer</p> <p>This section (Item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>		
4 <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> Michael Waidley <small>Signature of vendor doing business with the governmental entity</small> </div> <div style="text-align: center;"> 11/20/24 <small>Date</small> </div> </div>		

Adopted 8/7/2015

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

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

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

Adopted 8/7/2015

**THIS FORM IS FOR
OFFICE USE ONLY**

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

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

Yes No

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

Did the Prime Contractor/Consultant . . . ?

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

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

Michael Waidley

Printed Name of Authorized Representative

[Signature]

Signature

Division Manager

Title

11/20/24

Date

REQUIRED FORM

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

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

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).
 Yes No

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

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

Contractor Name: _____ HUB: Yes No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

_____ Printed Name of Contractor Representative	_____ Signature of Representative	_____ Date
_____ Printed Name of HUB	_____ Signature of Representative	_____ Date

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

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 1 OF 4

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

Yes No

Prime Contractor: _____ HUB: Yes No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

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

PAGE 2 OF 4

HUB Subcontractor Disclosure

PART I: Continuation Sheet (Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

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

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
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: _____

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

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

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: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
 Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): Michael Waidley

Title: Division Manager

Signature: 

Date: 11/20/24

E-mail address: mwaitley@pfg-usa.com

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

Name (print or type): Shannan Estes

Title: Accounting Manager

Date: 11/20/24

E-mail address: sestes@pfg-usa.com

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

RESIDENCE CERTIFICATION/TAX FORM

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

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

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

Taxpayer Identification Number (T.I.N.):	82-4812154
Company Name submitting bid/proposal:	Preferred Facilities Group - USA
Mailing address:	P O Box 20658, Beaumont TX 77720
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

Jefferson County Tax Acct. No.*	Property address or location**
009700-000/014550-00000 009700-000/014200-00000	5555 College St, Beaumont TX 77707
009700-000/014400-00000	955 Lindbergh, Beaumont TX 77707
700000-000/543610-00000 300005-000/010000-00000	1660 S 23rd St, Beaumont TX 77706

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

REQUIRED FORM

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

HOUSE BILL 89 VERIFICATION

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

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

Pursuant to Section 2270.002, Texas Government Code:

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

Signature of Company Representative

11/20/24
Date

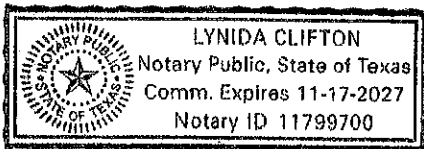
On this 20th day of November, 2024, personally appeared

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

Notary Seal

Lynida Clifton
Notary Signature

11/20/24
Date



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

SENATE BILL 252 CERTIFICATION

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

Preferred Facilities Group - USA

Company Name

IFB 24-065/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 Texas COUNTY OF Jefferson

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

on this day personally appeared Michael Waidley, who
(name)

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

"I, Michael Waidley am a duly authorized officer of/agent
(name)
for Preferred Facilities Group - USA and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said Preferred Facilities Group - USA
(name of firm)

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

Name and address of Bidder: Preferred Facilities Group - USA
P O Box 20658, Beaumont TX 77720

Fax: N/A Telephone# 409.842.8293

by: Michael Waidley Title: Division Manager
(print name)

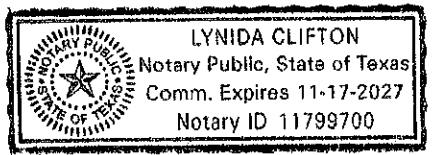
Signature: [Handwritten Signature]

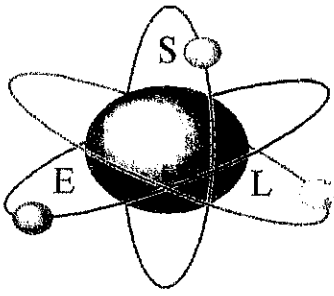
SUBSCRIBED AND SWORN to before me by the above-named
Michael Waidley on

this the 20th day of November, 2024.

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

Lynida Clifton
Notary Public in and for
the State of Texas





197197

SCIENCE ENGINEERING, LTD.
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. 23RD 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
(IFB 24-065/MR) Jefferson County Doggett Park Midway Rehabilitation

Fax: (409) 982-0619 / e-mail: yousef@science-engineer.com

Page 71 of 422

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 stratigraphy is approximately as follows:

<u>Stratum No.</u>	<u>Average Depth, feet</u>	<u>Description of Strata</u>
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:

<u>Type Pavement</u>	<u>Vehicle Traffic</u>
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.

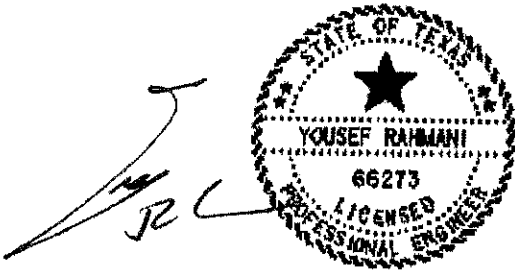
LIMITATIONS

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

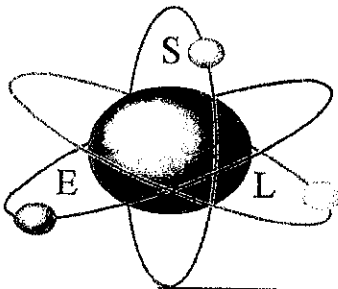


Yousef Rahmani, P.E.
President

Encl.: Boring Plan
 Boring Logs 1 – 20
 Geotechnical Chart/Symbols

Copies: 2 – Client
 1- Jefferson County Engineering
 1 – SEL File 19216

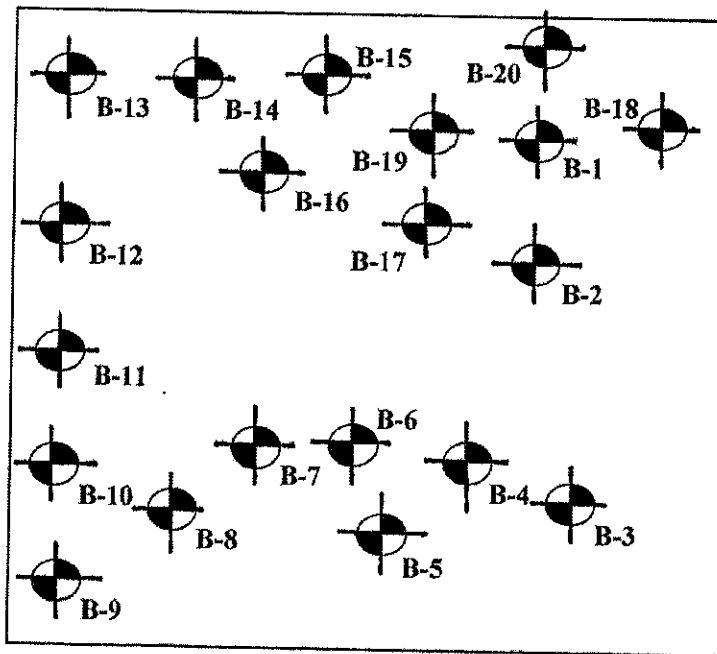
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GEOTECHNICAL, ENVIRONMENTAL, MATERIALS TESTING

Report Number 19216

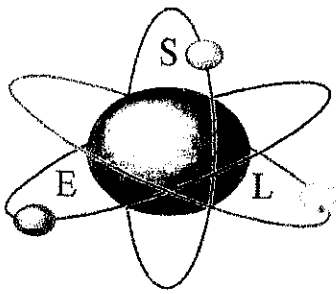


EVALUATION OF EXISTING PARKING LOT AT FORD PARK
BEAUMONT, TEXAS

BORING PLAN

SEPTEMBER 2019

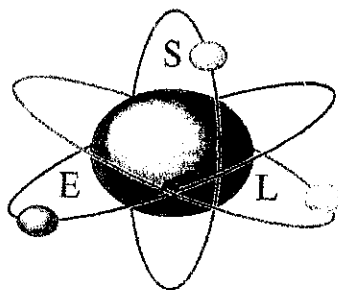
NOT TO SCALE



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GEOTECHNICAL, ENVIRONMENTAL, MATERIALS TESTING

LOG OF BORING												
Project:		Evaluation of Existing Parking Lot at Ford Park Beaumont, Texas						Project No: 19216				
Boring Number:		B-1						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				
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	SHEAR STRENGTH	
											POCKET PENETROMETER (TSF)	UNCONFINED COMPRESSIVE STRENGTH (TSF)
				1" Asphalt								
				4" Base								
1				Dark Gray CLAY			89	27	62			
2				CH								
				Bottom at 2 feet								
				1. Water was not encountered during drilling.								
				2. Bore hole dry upon completion.								



SCIENCE ENGINEERING, LTD.

GEOTECHNICAL, ENVIRONMENTAL, MATERIALS TESTING

LOG OF BORING

Project: Evaluation of Existing Parking Lot at Ford Park
Beaumont, Texas

Project No: 19216

Boring Number: B-2

Date of Report: 09/09/2019

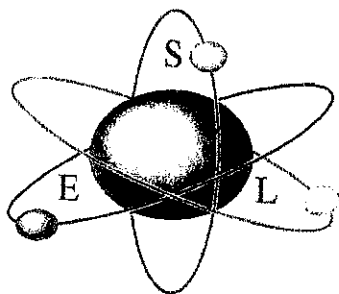
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Date of Boring: 08/28/2019

Dry Auger: 0 to 2 Feet

Authorization: Mr. Randy Smith

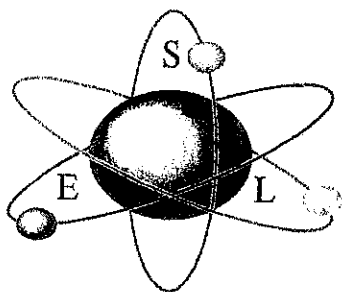
DEPTH, FEET	SYMBOL	SAMPLE	BLOWS PER FOOT	STRATUM DESCRIPTION	WATER CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX (PI)	PERCENT PASSING NO. 200 SIEVE	SHEAR STRENGTH			
											POCKET PENETROMETER (TSF)	UNCONFINED COMPRESSIVE STRENGTH (TSF)		
0				1" Asphalt										
0.15				18" Base										
1.8				Dark Gray CLAY										
2.0				Bottom at 2 feet										
				1. Water was not encountered during drilling. 2. Bore hole dry upon completion.										



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GEOTECHNICAL, ENVIRONMENTAL, MATERIALS TESTING

LOG OF BORING												
Project:		Evaluation of Existing Parking Lot at Ford Park Beaumont, Texas						Project No: 19216				
Boring Number:		B-3						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				
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	SHEAR STRENGTH	
											POCKET PENETROMETER (TSF)	UNCONFINED COMPRESSIVE STRENGTH (TSF)
				1" Asphalt								
				7" Base								
1				Dark Gray CLAY			90	30	60			
2				CH								
				Bottom at 2 feet								
				1. Water was not encountered during drilling.								
				2. Bore hole dry upon completion.								



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GEOTECHNICAL, ENVIRONMENTAL, MATERIALS TESTING

LOG OF BORING

Project: Evaluation of Existing Parking Lot at Ford Park
Beaumont, Texas

Project No: 19216

Boring Number: B-4

Date of Report: 09/09/2019

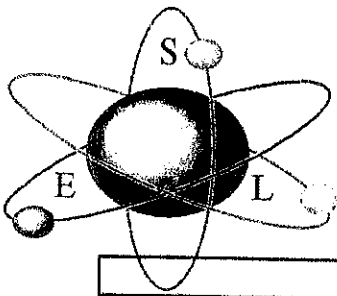
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Date of Boring: 08/28/2019

Dry Auger: 0 to 2 Feet

Authorization: Mr. Randy Smith

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	SHEAR STRENGTH			
											POCKET PENETROMETER (TSF)	UNCONFINED COMPRESSIVE STRENGTH (TSF)		
0				3" Asphalt										
0.5				6" Base										
1				Dark Gray CLAY			86	27	59					
2				CH										
				Bottom at 2 feet										
				1. Water was not encountered during drilling.										
				2. Bore hole dry upon completion.										



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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

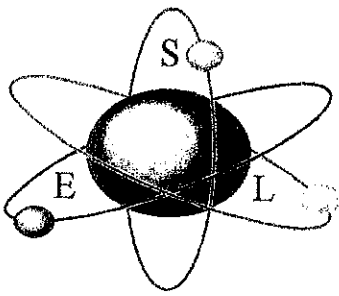
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Date of Boring: 08/28/2019

Dry Auger: 0 to 2 Feet

Authorization: Mr. Randy Smith

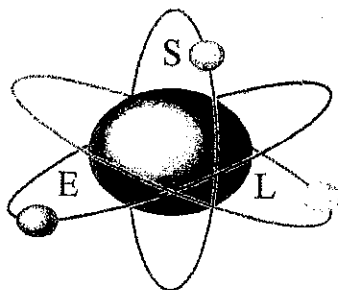
DEPTH, FEET	SYMBOL	SAMPLE	BLOWS PER FOOT	STRATUM DESCRIPTION	WATER CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX (PI)	PERCENT PASSING NO. 200 SIEVE	SHEAR STRENGTH		
											POCKET PENETROMETER (TSF)	UNCONFINED COMPRESSIVE STRENGTH (TSF)	
0				2" Asphalt									
0.5				8" Base									
1				10" Lime Stabilized Subgrade									
2				Dark Gray CLAY									
2				Bottom at 2 feet									
				1. Water was not encountered during drilling. 2. Bore hole dry upon completion.									



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GEOTECHNICAL, ENVIRONMENTAL, MATERIALS TESTING

LOG OF BORING												
Project: <u>Evaluation of Existing Parking Lot at Ford Park</u> <u>Beaumont, Texas</u>			Project No: <u>19216</u>									
Boring Number: <u>B-6</u>			Date of Report: <u>09/09/2019</u>									
Location: <u>Flagged by Setex Construction</u>			Date of Boring: <u>08/28/2019</u>									
Dry Auger: <u>0</u> to <u>2</u> Feet			Authorization: <u>Mr. Randy Smith</u>									
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	SHEAR STRENGTH	
											POCKET PENETROMETER (TSF)	UNCONFINED COMPRESSIVE STRENGTH (TSF)
1				2" Asphalt								
				10" Base								
2				Dark Gray CLAY			86	26	60			
				Bottom at 2 feet								
				1. Water was not encountered during drilling.								
				2. Bore hole dry upon completion.								



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GEOTECHNICAL, ENVIRONMENTAL, MATERIALS TESTING

LOG OF BORING

Project: Evaluation of Existing Parking Lot at Ford Park
Beaumont, Texas

Project No: 19216

Boring Number: B-7

Date of Report: 09/09/2019

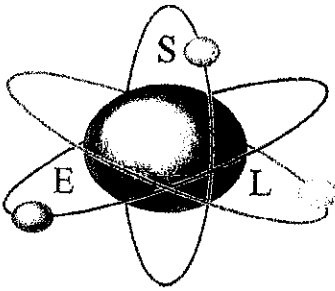
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Date of Boring: 08/28/2019

Dry Auger: 0 to 2 Feet

Authorization: Mr. Randy Smith

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	SHEAR STRENGTH			
											POCKET PENETROMETER (TSF)	UNCONFINED COMPRESSIVE STRENGTH (TSF)		
0				1" Asphalt										
0.17				6" Base										
0.33				6" Lime Stabilized Subgrade										
0.50				Dark Gray CLAY										
1.00														
2.00				Bottom at 2 feet										
				1. Water was not encountered during drilling. 2. Bore hole dry upon completion.										



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GEOTECHNICAL, ENVIRONMENTAL, MATERIALS TESTING

LOG OF BORING

Project: Evaluation of Existing Parking Lot at Ford Park
Beaumont, Texas

Project No: 19216

Boring Number: B-8

Date of Report: 09/09/2019

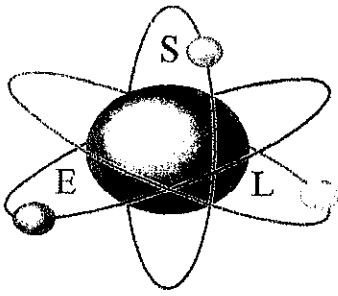
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Date of Boring: 08/28/2019

Dry Auger: 0 to 2 Feet

Authorization: Mr. Randy Smith

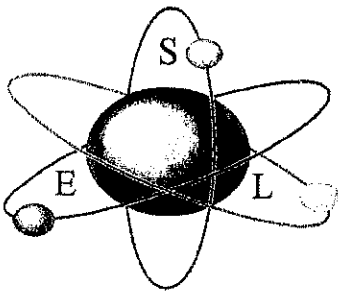
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											POCKET PENETROMETER (TSF)	UNCONFINED COMPRESSIVE STRENGTH (TSF)	
0				1" Asphalt									
0.5				7" Base									
1.0				7" Lime Stabilized Subgrade									
1.5				Dark Gray CLAY									
2.0				CH									
2.0				Bottom at 2 feet									
				1. Water was not encountered during drilling.									
				2. Bore hole dry upon completion.									



SCIENCE ENGINEERING, LTD.

GEOTECHNICAL, ENVIRONMENTAL, MATERIALS TESTING

LOG OF BORING												
Project:		Evaluation of Existing Parking Lot at Ford Park Beaumont, Texas					Project No: 19216					
Boring Number:		B-9					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					
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	SHEAR STRENGTH	
											POCKET PENETROMETER (TSF)	UNCONFINED COMPRESSIVE STRENGTH (TSF)
0				1" Asphalt								
0.5				7" Base								
1				6" Lime Stabilized Subgrade								
1.5				Dark Gray CLAY			90	27	63			
2				Bottom at 2 feet								
				1. Water was not encountered during drilling. 2. Bore hole dry upon completion.								



SCIENCE ENGINEERING, LTD.

GEOTECHNICAL, ENVIRONMENTAL, MATERIALS TESTING

LOG OF BORING

Project: Evaluation of Existing Parking Lot at Ford Park
Beaumont, Texas

Project No: 19216

Boring Number: B-11

Date of Report: 09/09/2019

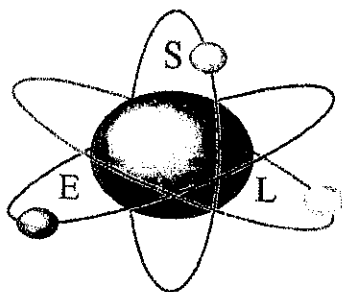
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Date of Boring: 08/28/2019

Dry Auger: 0 to 2 Feet

Authorization: Mr. Randy Smith

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	SHEAR STRENGTH			
											POCKET PENETROMETER (TSF)	UNCONFINED COMPRESSIVE STRENGTH (TSF)	STRENGTH (TSF)	
				1" Asphalt										
				8" Base										
1				Dark Gray CLAY			88	28	60					
2				Bottom at 2 feet										
				1. Water was not encountered during drilling. 2. Bore hole dry upon completion.										



SCIENCE ENGINEERING, LTD.

GEOTECHNICAL, ENVIRONMENTAL, MATERIALS TESTING

LOG OF BORING

Project: Evaluation of Existing Parking Lot at Ford Park
Beaumont, Texas

Project No: 19216

Boring Number: B-12

Date of Report: 09/09/2019

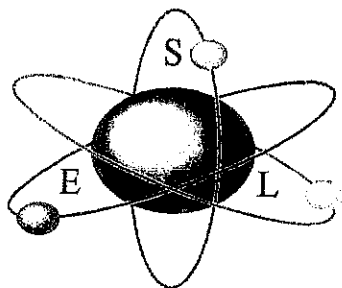
Location: Flagged by Setex Construction

Date of Boring: 08/28/2019

Dry Auger: 0 to 2 Feet

Authorization: Mr. Randy Smith

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	SHEAR STRENGTH		
											POCKET PENETROMETER (TSF)	UNCONFINED COMPRESSIVE STRENGTH (TSF)	
0				1" Asphalt									
0.5				8" Base									
1.0				Dark Gray CLAY									
2.0				Bottom at 2 feet									
				1. Water was not encountered during drilling. 2. Bore hole dry upon completion.									



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GEOTECHNICAL, ENVIRONMENTAL, MATERIALS TESTING

LOG OF BORING

Project: Evaluation of Existing Parking Lot at Ford Park
Beaumont, Texas

Project No: 19216

Boring Number: B-13

Date of Report: 09/09/2019

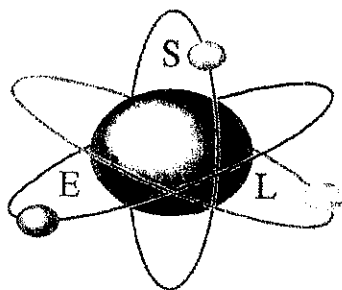
Location: Flagged by Setex Construction

Date of Boring: 08/28/2019

Dry Auger: 0 to 2 Feet

Authorization: Mr. Randy Smith

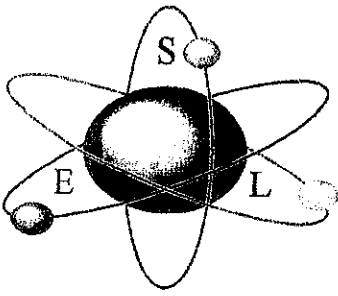
DEPTH, FEET	SYMBOL	SAMPLE	BLOWS PER FOOT	STRATUM DESCRIPTION	WATER CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX (PI)	PERCENT PASSING NO. 200 SIEVE	SHEAR STRENGTH	
											POCKET PENETROMETER (TSF)	UNCONFINED COMPRESSIVE STRENGTH (TSF)
				1" Asphalt								
				6" Base								
1				Dark Gray CLAY			85	26	59			
2				Bottom at 2 feet								
				1. Water was not encountered during drilling. 2. Bore hole dry upon completion.								



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LOG OF BORING												
Project:		Evaluation of Existing Parking Lot at Ford Park Beaumont, Texas						Project No: 19216				
Boring Number:		B-14						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				
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	SHEAR STRENGTH	
											POCKET PENETROMETER (TSF)	UNCONFINED COMPRESSIVE STRENGTH (TSF)
				1" Asphalt								
				7" Base								
1				11" Lime Stabilized Subgrade								
2				Dark Gray CLAY								
				Bottom at 2 feet								
				1. Water was not encountered during drilling.								
				2. Bore hole dry upon completion.								



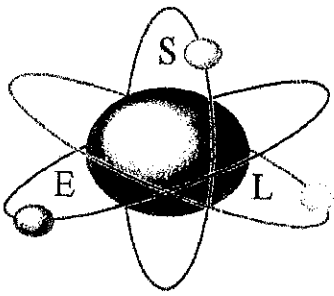
SCIENCE ENGINEERING, LTD.

GEOTECHNICAL, ENVIRONMENTAL, MATERIALS TESTING

LOG OF BORING

Project: Evaluation of Existing Parking Lot at Ford Park
Beaumont, Texas
Project No: 19216
Boring Number: B-15
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

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	SHEAR STRENGTH					
											POCKET PENETROMETER (TSF)	UNCONFINED COMPRESSIVE STRENGTH (TSF)				
1	[Pattern]	[Pattern]	[Pattern]	1" Asphalt												
				6" Base												
				7" Lime Stabilized Subgrade												
				Dark Gray CLAY												
2				CH												
				Bottom at 2 feet												
				1. Water was not encountered during drilling.												
				2. Bore hole dry upon completion.												



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GEOTECHNICAL, ENVIRONMENTAL, MATERIALS TESTING

LOG OF BORING

Project: Evaluation of Existing Parking Lot at Ford Park
Beaumont, Texas

Project No: 19216

Boring Number: B-16

Date of Report: 09/09/2019

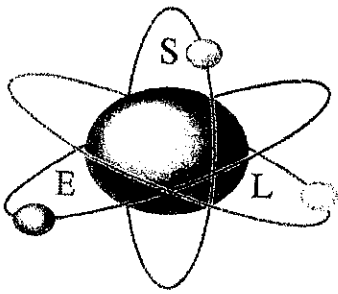
Location: Flagged by Setex Construction

Date of Boring: 08/28/2019

Dry Auger: 0 to 2 Feet

Authorization: Mr. Randy Smith

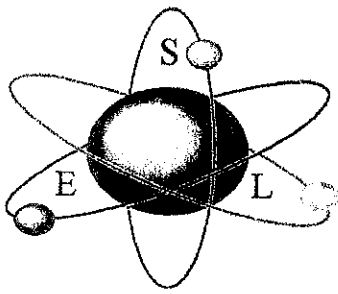
DEPTH, FEET	SYMBOL	SAMPLE	BLOWS PER FOOT	STRATUM DESCRIPTION	WATER CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX (PI)	PERCENT PASSING NO. 200 SIEVE	SHEAR STRENGTH	
											POCKET PENETROMETER (TSF)	UNCONFINED COMPRESSIVE STRENGTH (TSF)
0				1.5" Asphalt								
0.5				6" Base								
1				6" Lime Stabilized Subgrade								
1.5				Dark Gray CLAY								
2				CH								
2				Bottom at 2 feet								
				1. Water was not encountered during drilling.								
				2. Bore hole dry upon completion.								



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GEOTECHNICAL, ENVIRONMENTAL, MATERIALS TESTING

LOG OF BORING													
Project:		Evaluation of Existing Parking Lot at Ford Park Beaumont, Texas						Project No: 19216					
Boring Number:		B-17						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					
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	SHEAR STRENGTH		
											POCKET PENETROMETER (TSF)	UNCONFINED COMPRESSIVE STRENGTH (TSF)	
1	[Pattern]	[Pattern]	[Pattern]	1" Asphalt									
				7" Base									
				6" Lime Stabilized Subgrade									
				Dark Gray CLAY									
2				CH			87	26	61				
				Bottom at 2 feet									
				1. Water was not encountered during drilling.									
				2. Bore hole dry upon completion.									



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LOG OF BORING

Project: Evaluation of Existing Parking Lot at Ford Park
Beaumont, Texas

Project No: 19216

Boring Number: B-18

Date of Report: 09/09/2019

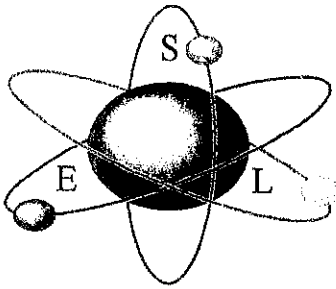
Location: Flagged by Setex Construction

Date of Boring: 08/28/2019

Dry Auger: 0 to 2 Feet

Authorization: Mr. Randy Smith

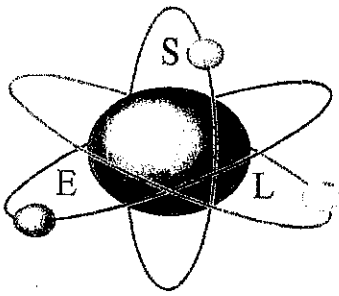
DEPTH, FEET	SYMBOL	SAMPLE	BLOWS PER FOOT	STRATUM DESCRIPTION	WATER CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX (PI)	PERCENT PASSING NO. 200 SIEVE	SHEAR STRENGTH	
											POCKET PENETROMETER (TSF)	UNCONFINED COMPRESSIVE STRENGTH (TSF)
				1" Asphalt								
				5" Base								
				8" Lime Stabilized Subgrade								
1				Dark Gray CLAY								
2				CH								
				Bottom at 2 feet								
				1. Water was not encountered during drilling.								
				2. Bore hole dry upon completion.								



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GEOTECHNICAL, ENVIRONMENTAL, MATERIALS TESTING

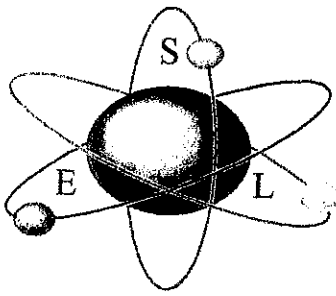
LOG OF BORING												
Project:		Evaluation of Existing Parking Lot at Ford Park Beaumont, Texas						Project No: 19216				
Boring Number:		B-19						Date of Report: 09/09/2019				
Location:		Flagged by Setex Construction						Date of Boring: 08/28/2019				
Dry Auger:		0 to 2 Feet						Authorization: Mr. Randy Smith				
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	SHEAR STRENGTH	
											POCKET PENETROMETER (TSF)	UNCONFINED COMPRESSIVE STRENGTH (USF)
	S			1" Asphalt								
	E			Dark Gray CLAY								
1	E						90	28	62			
2	E			CH								
				Bottom at 2 feet								
				1. Water was not encountered during drilling.								
				2. Bore hole dry upon completion.								



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GEOTECHNICAL, ENVIRONMENTAL, MATERIALS TESTING

LOG OF BORING												
Project:		Evaluation of Existing Parking Lot at Ford Park Beaumont, Texas						Project No:		19216		
Boring Number:		B-20						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		
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	SHEAR STRENGTH	
											POCKET PENETROMETER (TSF)	UNCONFINED COMPRESSIVE STRENGTH (USF)
				1" Asphalt								
				6" Base								
1				11" Lime Stabilized Subgrade								
				Dark Gray CLAY								
2				Bottom at 2 feet								
				1. Water was not encountered during drilling.								
				2. Bore hole dry upon completion.								

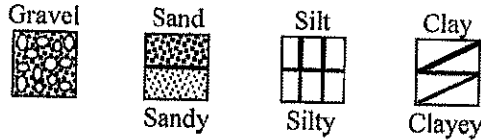


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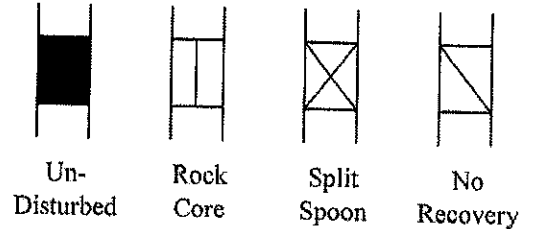
KEY TO SOIL CLASSIFICATION AND SYMBOLS

SOIL TYPE



Predominant type shown heavy

SAMPLE TYPE

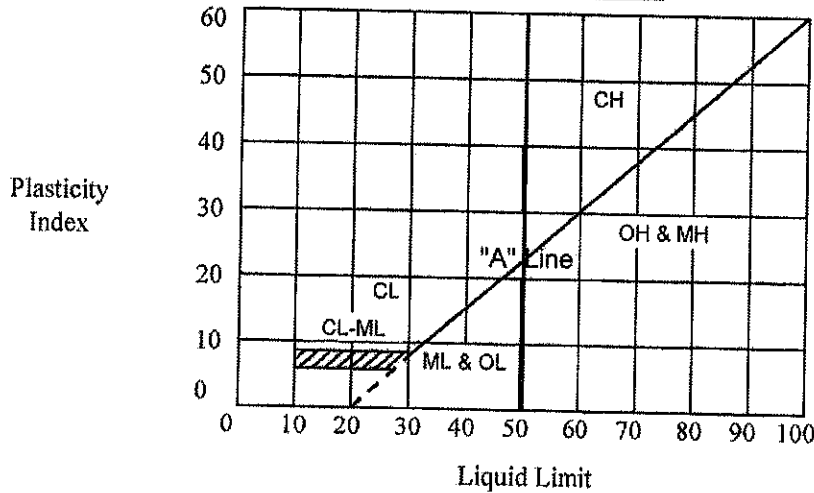


SOIL GRAIN SIZE

U.S. Standard Sieve

	6"	3"	3/4"	4	10	40	200	
Boulders	Cobbles	Gravel		Sand			Silt	Clay
		Coarse	Fine	Coarse	Medium	Fine		
	152	76.2	19.1	4.76	2.00	0.420	0.074	0.002 (mm)

PLASTICITY CHART

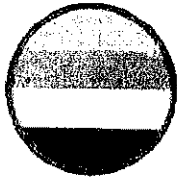


CONSISTENCY OF COHESIVE SOILS

Penetration Resistance, blows per foot	<u>Consistency</u>	Cohesion <u>TSF</u>	Plasticity <u>Index</u>	Degree of <u>Plasticity</u>
0 - 2	Very Soft	0 - 0.125	0 - 5	None
2 - 4	Soft	0.125 - 0.25	5 - 10	Low
4 - 8	Firm	0.25 - 0.5	10 - 20	Moderate
8 - 15	Stiff	0.5 - 1.0	20 - 40	Plastic
15 - 30	Very Stiff	1.0 - 2.0	> 40	Highly Plastic
> 30	Hard	> 2.0		

RELATIVE DENSITY OF COHESIONLESS SOILS

Penetration Resistance, blows per foot	<u>Relative Density</u>
0 - 4	Very Loose
4 - 10	Loose
10 - 30	Medium Dense
30 - 50	Dense
> 50	Very Dense



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MATERIALS TESTING

**GEOTECHNICAL INVESTIGATION
FOR
FORD PARK PAVING REHABILITATION
IN
BEAUMONT, TEXAS**

REPORT NUMBER: 24102

REPORTED TO:

**JEFFERSON COUNTY COURTHOUSE
1149 PEARL STREET, 5TH 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 stratigraphy is approximately as follows:

Stratum No	Average Depth, feet	Soil Description
I	0.00 – 0.02	Asphalt
II	0.02 – 0.35	Limestone Base
III	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).
2. 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.

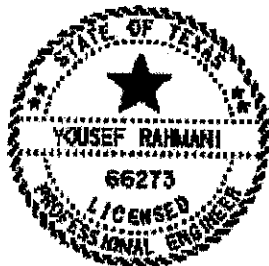
LIMITATIONS

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

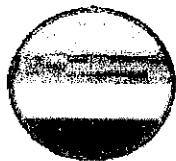



Yousef Rahmani, P.E.
President

Encl.: Boring Plan
 Boring Logs 1 – 9
 Geotechnical Chart/Symbols

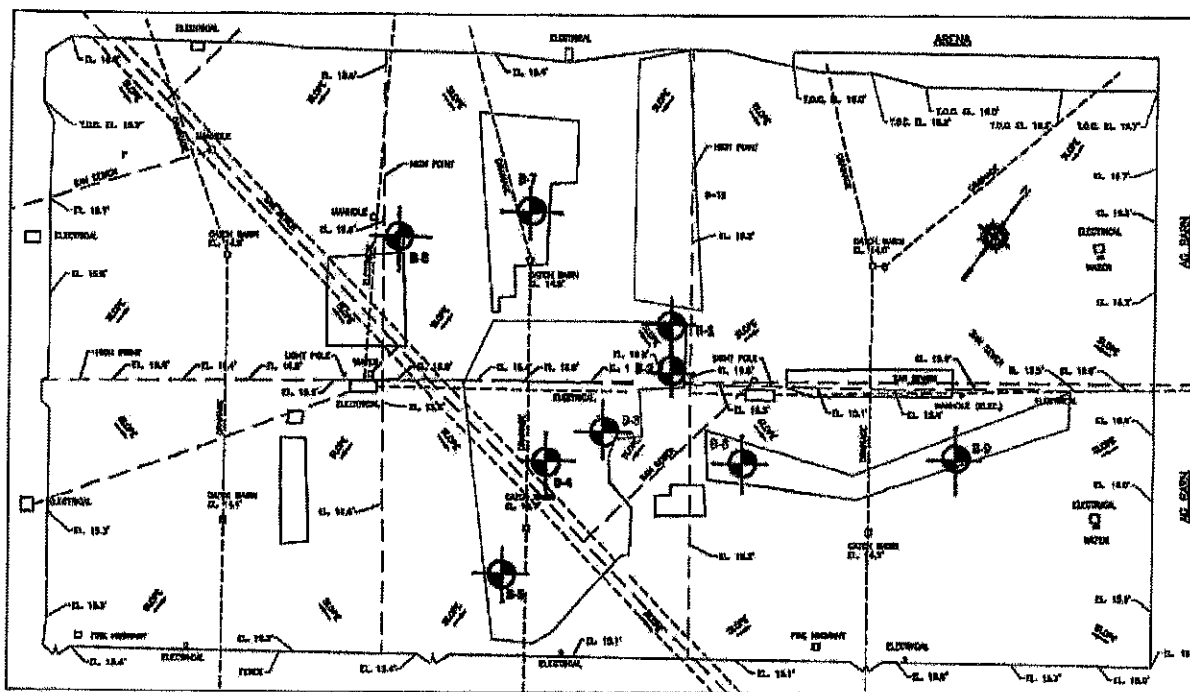
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 1 – SEL File 24102

YR/nb



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ENVIRONMENTAL
MATERIALS TESTING

Report Number 24102



**FORD PARK PAVING REHABILITATION
BEAUMONT, TEXAS**

BORING PLAN

FEBRUARY 2023

NOT TO SCALE



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LOG OF BORING

Project: Ford Park Paving Rehabilitation
Beaumont, Texas

Boring Number: B-5

Location: See Boring Plan

Dry Auger: 0 to 3 Feet

Project No: 24102

Date of Report: 02/08/2024

Date of Boring: 02/01/2024

Authorization: Ms. Michelle Falgout, P.E.

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	SHEAR STRENGTH	
											POCKET PENETROMETER (TSF)	UNCONFINED COMPRESSIVE STRENGTH (TSF)
				0.5" Asphalt and 5" Base								
				Dark Gray CLAY								
				CH	40	75	95	30	65		0.65	0.40
3				Bottom at 3 Feet								
				1. No water was encountered during drilling.								
				2. Bore hole dry upon completion.								



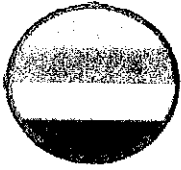
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ENVIRONMENTAL
MATERIALS TESTING

LOG OF BORING

Project: Ford Park Paving Rehabilitation
Beaumont, Texas
Boring Number: B-6
Location: See Boring Plan
Dry Auger: 0 to 3 Feet

Project No: 24102
Date of Report: 02/08/2024
Date of Boring: 02/01/2024
Authorization: Ms. Michelle Falgout, P.E.

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	SHEAR STRENGTH	
											POCKET PENETROMETER (TSF)	UNCONFINED COMPRESSIVE STRENGTH (TSF)
				0.5" Asphalt and 4.75" Base								
				Dark Gray CLAY								
				CH	36	79	81	27	54		0.75	0.40
3				Bottom at 3 Feet								
				1. No water was encountered during drilling.								
				2. Bore hole dry upon completion.								

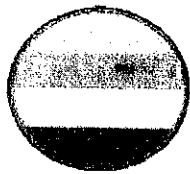


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ENVIRONMENTAL
MATERIALS TESTING

LOG OF BORING

Project: Ford Park Paving Rehabilitation Beaumont, Texas	Project No: 24102
Boring Number: B-7	Date of Report: 02/08/2024
Location: See Boring Plan	Date of Boring: 02/01/2024
Dry Auger: 0 to 3 Feet	Authorization: Ms. Michelle Falgout, P.E.

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	SHEAR STRENGTH	
											POCKET PENETROMETER (TSF)	UNCONFINED COMPRESSIVE STRENGTH (TSF)
	●			0.12" Asphalt and 4.25" Base								
	■			Dark Gray CLAY								
				CH	39	77	95	29	66		0.75	0.40
3				Bottom at 3 Feet								
				1. No water was encountered during drilling. 2. Bore hole dry upon completion.								



LOG OF BORING

Project: Ford Park Paving Rehabilitation
Beaumont, Texas

Boring Number: B-B

Location: See Boring Plan

Dry Auger: 0 to 3 Feet

Project No: 24102

Date of Report: 02/08/2024

Date of Boring: 02/01/2024

Authorization: Ms. Michelle Falgout, P.E.

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	SHEAR STRENGTH	
											POCKET PENETROMETER (TSF)	UNCONFINED COMPRESSIVE STRENGTH (TSF)
				0.5" Asphalt and 4" Base								
				Dark Gray CLAY								
				CH	40	80	69	24	45		0.65	0.40
3				Bottom at 3 Feet								
				1. No water was encountered during drilling.								
				2. Bore hole dry upon completion.								



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MATERIALS TESTING

238238

LOG OF BORING

Project: Ford Park Paving Rehabilitation
Beaumont, Texas

Boring Number: B-9

Location: See Boring Plan

Dry Auger: 0 to 3 Feet

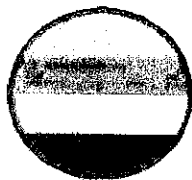
Project No: 24102

Date of Report: 02/08/2024

Date of Boring: 02/01/2024

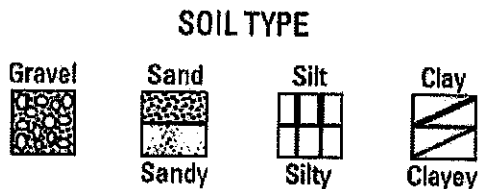
Authorization: Ms. Michelle Falgout, P.E.

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	SHEAR STRENGTH	
											POCKET PENETROMETER (TSF)	UNCONFINED COMPRESSIVE STRENGTH (TSF)
				0" Asphalt and 2.5" Base								
				Dark Gray CLAY								
				CH	34	82	81	27	54		0.75	0.60
3				Bottom at 3 Feet								
				1. No water was encountered during drilling.								
				2. Bore hole dry upon completion.								

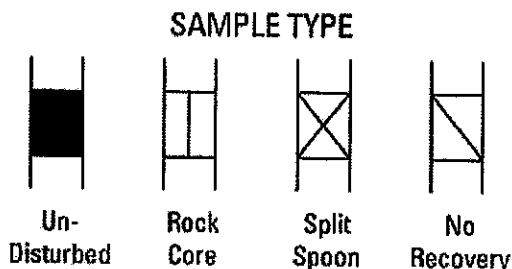


SEL GEOTECHNICAL
ENVIRONMENTAL
MATERIALS TESTING

KEY TO SOIL CLASSIFICATION AND SYMBOLS



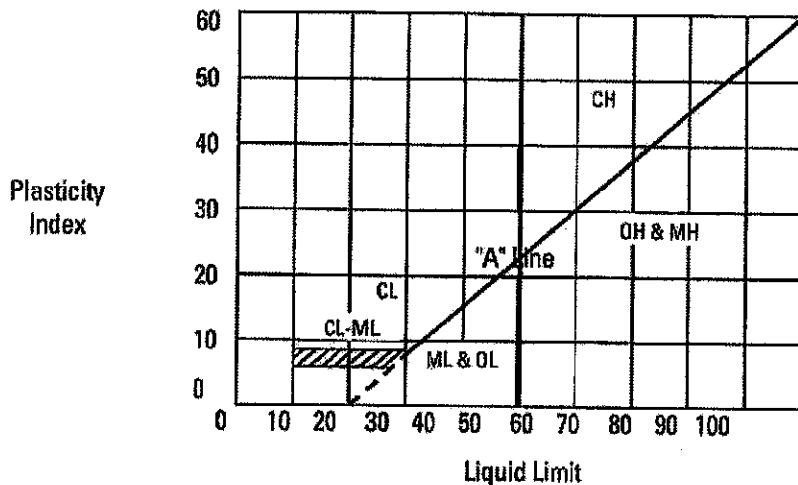
Predominant type shown heavy



SOIL GRAIN SIZE
U.S. Standard Sieve

6"	3"	3/4"	4	10	40	200		
Boulders	Cobbles	Gravel		Sand			Silt	Clay
		Coarse	Fine	Coarse	Medium	Fine		
152	76.2	19.1	4.76	2.00	0.420	0.074	0.002 (mm)	

PLASTICITY CHART



CONSISTENCY OF COHESIVE SOILS

Penetration Resistance, blows per foot	Consistency	Cohesion TSF	Plasticity Index	Degree of Plasticity
0 - 2	Very Soft	0 - 0.125	0 - 5	None
2 - 4	Soft	0.125 - 0.25	5 - 10	Low
4 - 8	Firm	0.25 - 0.5	10 - 20	Moderate
8 - 15	Stiff	0.5 - 1.0	20 - 40	Plastic
15 - 30	Very Stiff	1.0 - 2.0	> 40	Highly Plastic
> 30	Hard	> 2.0		

RELATIVE DENSITY OF COHESIONLESS SOILS

Penetration Resistance, blows per foot	Relative Density
0 - 4	Very Loose
4 - 10	Loose
10 - 30	Medium Dense
30 - 50	Dense
> 50	Very Dense

P.O.Box 2048 Nederland, Texas 77627 Ph: (409) 982-0686 Fax: (409) 982-0619

Email: vousef@science-engineer.com



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

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, <https://www.co.jefferson.tx.us/Purchasing/> or by calling 409-835-8593.

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

BID NAME: 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: mistey.reeves@jeffcotx.us. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: deb.clark@jeffcotx.us.

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

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

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

Deborah L. Clark, Purchasing Agent
 Jefferson County, Texas

PUBLISH:
The Examiner:
 October 31, 2024 & November 7, 2024

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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 (~~has~~ **includes** ~~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. <https://www.co.jefferson.tx.us/Purchasing/>

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

SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT

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

1. BIDDING.

1.1 BIDS.

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

1.2 AUTHORIZED SIGNATURES.

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

1.3 LATE BIDS.

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

1.4 WITHDRAWAL OF BID PRIOR TO OPENING.

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

1.5 WITHDRAWAL OF BID AFTER OPENING.

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

1.6 BID AMOUNTS.

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

1.7 EXCEPTIONS AND/OR SUBSTITUTIONS.

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

1.8 ALTERNATES.

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

1.9 DESCRIPTIONS.

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

1.10 BID ALTERATIONS.

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

1.11 TAX EXEMPT STATUS.

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

1.12 QUANTITIES.

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

1.13 BID AWARD.

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

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

1.14 SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS.

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

1.15 ADDENDA.

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

1.16 GENERAL BID BOND/SURETY REQUIREMENTS.

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

1.17 GENERAL INSURANCE REQUIREMENTS.

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

1.18 RESPONSIVENESS.

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

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

1.19 RESPONSIBLE STANDING OF BIDDER.

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

1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.

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

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

1.21 PUBLIC BID OPENING.

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

2. PERFORMANCE.

2.1 DESIGN, STRENGTH, AND QUALITY.

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

2.2 AGE AND MANUFACTURE.

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

2.3 DELIVERY LOCATION.

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

2.4 DELIVERY SCHEDULE.

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

2.5 DELIVERY CHARGES.

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

2.6 INSTALLATION CHARGES.

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

2.7 OPERATING INSTRUCTIONS AND TRAINING.

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

2.8 STORAGE.

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

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

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

2.10 OSHA.

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

2.11 PATENTS AND COPYRIGHTS.

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

2.12 SAMPLES, DEMONSTRATIONS, AND TESTING.

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

2.13 ACCEPTABILITY.

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

2.14 MAINTENANCE.

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

accordingly.

2.15 MATERIAL SAFETY DATA SHEETS.

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

2.16 EVALUATION.

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

3. PURCHASE ORDERS AND PAYMENT.

3.1 PURCHASE ORDERS.

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

3.2 INVOICES.

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

3.3 PROMPT PAYMENT.

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

3.4 FUNDING.

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

4. CONTRACT.

4.1 CONTRACT DEFINITION.

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

4.2 CHANGE ORDER.

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

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

4.3 PRICE RE-DETERMINATION.

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

4.4 TERMINATION.

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

4.5 CONFLICT OF INTEREST.

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

4.6 INTEREST BY PUBLIC OFFICIALS.

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

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

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

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

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

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

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

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

4.8 INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE.

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

4.9 WARRANTY.

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

4.10 UNIFORM COMMERCIAL CODE.

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

4.11 VENUE.

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

4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.

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

4.13 SILENCE OF SPECIFICATIONS.

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

5. REJECTION OR WITHDRAWAL.

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

6. EMERGENCY/DECLARED DISASTER REQUIREMENTS.

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

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

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

7. AWARD.

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

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

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

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

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

8. CONTRACT.

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

9. WAIVER OF SUBROGATION.

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

10. FISCAL FUNDING.

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

11. BID RESULTS.

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

Department.

12. CHANGES AND ADDENDA TO BID DOCUMENTS.

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

13. SPECIFICATIONS.

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

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

14. DELIVERY.

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

15. INTERPRETATION OF BID AN/OR CONTRACT DOCUMENTS.

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

16. CURRENCY.

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

17. PRICING.

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

18. NOTICE TO PROCEED/PURCHASE ORDER.

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

19. CERTIFICATION.

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

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

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

20. DEFINITIONS.

“County” – Jefferson County, Texas.

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

21. 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: <https://www.mbdadfw.com>

Email: admin1@mbdadallas.com

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: <https://www.sba.gov/district/houston>
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

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

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

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

	<p>Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:</p> <p>Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.</p>	
>\$2,000	Davis-Bacon Act, as amended (<u>40 U.S.C. 3141-3148</u>). 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 (<u>40 U.S.C. 3141-3144</u> , and <u>3146-3148</u>) as supplemented by Department of Labor regulations (<u>29 CFR Part 5</u> , "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 (<u>40 U.S.C. 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.	
>\$100,000	Contract Work Hours and Safety Standards Act (<u>40 U.S.C. 3701-3708</u>). 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 <u>40 U.S.C. 3702</u> and <u>3704</u> , as supplemented by Department of Labor regulations (<u>29 CFR Part 5</u>). Under <u>40 U.S.C. 3702</u> 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 <u>40 U.S.C. 3704</u> 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 <u>37 CFR § 401.2 (a)</u> 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 <u>37 CFR Part 401</u> , "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 (<u>42 U.S.C. 7401-7671q</u> .) and the Federal Water Pollution Control Act (<u>33 U.S.C. 1251-1387</u>), 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 (<u>42 U.S.C. 7401-7671q</u>) and the Federal 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).	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 (<u>31 U.S.C. 1352</u>) - 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 <u>31 U.S.C. 1352</u> . Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.216.	2 CFR 200 APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
>\$10,000	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at <u>40 CFR part 247</u> that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.	2 CFR 200.323
>\$100,000	<p><i>§135.38 Section 3 clause</i> <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p> <p>A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p>	

	<p>C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p> <p>D. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any Subcontractor where the Contractor has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 CFR part 135.</p> <p>E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.</p> <p>F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.</p> <p>G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).</p>	
<p>None</p>	<p>Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their Contractors and Subcontractors, may not obligate or expend any FEMA award funds to:</p> <p>Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:</p> <ul style="list-style-type: none"> (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered 	<p>2 CFR 200.216</p>

	<p>telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in <u>Public Law 115-232</u>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).</p> <p>(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).</p> <p>(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.</p> <p>(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.</p> <p>(b) In implementing the prohibition under <u>Public Law 115-232</u>, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.</p> <p>(c) See <u>Public Law 115-232</u>, section 889 for additional information.</p> <p>(d) See also <u>§ 200.471</u>.</p>	
None	<p>As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:</p> <p>(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.</p> <p>(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.</p>	2 CFR 200.322(a)(b)(1) (2)
None	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	<p>The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.</p>	2 CFR 200.336
None	<p>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <ol style="list-style-type: none"> (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	<p>Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:</p> <ol style="list-style-type: none"> (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

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

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

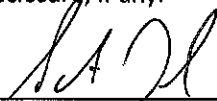
BYRD ANTI-LOBBYING CERTIFICATION

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

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

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

The Contractor Texas Materials, A CRH COMPANY 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

Scott Blanchard, Assistant Secretary

Name and Title of Contractor's Authorized Official

November 20, 2024

Date

REQUIRED FORM

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

DEBARMENT/SUSPENSION CERTIFICATION

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

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

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

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



Signature of Contractor's Authorized Official

Scott Blanchard, Assistant Secretary

Name and Title of Contractor's Authorized Official

November 20, 2024

Date

REQUIRED FORM

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

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

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

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

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

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

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

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

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

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



Signature of Contractor's Authorized Official

Scott Blanchard, Assistant Secretary

Name and Title of Contractor's Authorized Official

November 20, 2024

Date

REQUIRED FORM

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

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

The following requirements and instructions supersede General Requirements where applicable.

1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

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

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

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

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

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

COUNTY HOLIDAYS (2024):

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

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

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

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

2. PRE-BID MEETING AND WALK-THROUGH.

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: mistey.reeves@jeffcotx.us. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at: deb.clark@jeffcotx.us. The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, Wednesday, November 13, 2024.

4. VENDOR REGISTRATION (System for Award Management).

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

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

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

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

Entity Workspace Results 1 Total Results

TEXAS MATERIALS GROUP INC

Unique Entity ID: F8HFSQYTF6X7

CAGE/NCAGE: 3VJW5

Entity Status: Active Registration

Doing Business As: TEXAS MATERIALS

Physical Address:

1320 ARROW POINT DR STE 600
CEDAR PARK, TX
78613-2189 USA

Expiration Date:

Jul 15, 2025

Purpose of Registration:

All Awards

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

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

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

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

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

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

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

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

FORM 1295 EXEMPTIONS:

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

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

A completed Form 1295 is not required for:

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

SAMPLE COMPLETED FORM 1295

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

CERTIFICATE OF INTERESTED PARTIES		FORM 1295													
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY													
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. VENDOR: ENTER YOUR BUSINESS NAME, CITY, STATE, AND COUNTRY HERE															
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. JEFFERSON COUNTY, TEXAS															
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. VENDOR: ENTER BID/PROPOSAL/CONTRACT/AGREEMENT REF# AND TITLE HERE															
4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)												
			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">Controlling</th> <th style="width: 50%;">Intermediary</th> </tr> <tr> <td style="text-align: center;">X</td> <td></td> </tr> <tr> <td></td> <td style="text-align: center;">X</td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> </table>	Controlling	Intermediary	X			X						
Controlling	Intermediary														
X															
	X														
VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIES.															
VENDOR: WORKERS (OR NON-OWNERS) IN YOUR COMPANY ARE INTERMEDIARY PARTIES.															
5 CHECK BELOW IF APPLICABLE Check only if there is NO Interested Party. <input type="checkbox"/>															
6 UNSWORN DECLARATION VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION. My name is _____, and my date of birth is _____. My address: _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country). I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20_____. (month) (year) <div style="text-align: right; margin-top: 10px;"> _____ Signature of authorized agent of contracting business entity (Declarant) </div>															
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.

CERTIFICATE OF INTERESTED PARTIES

275275

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Texas Materials Group, Inc.
Beaumont, TX United States

Certificate Number:
2024-1240206

Date Filed:
11/18/2024

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Jefferson County Texas

Date Acknowledged:

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

IFB 24-065/MR
Jefferson County, Texas, Doggett Park Midway Rehabilitation

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Texas Materials Group, Inc.	Beaumont, TX United States		X

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Scott Blanchard and my date of birth is 12-23-79
My address is 12907 US Highway 90, Beaumont, TX, 77713, USA
(street) (city) (state) (zip code) (country)

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

Executed in Jefferson County, State of TX, on the 20th day of November, 2024.
(month) (year)

[Signature]
Signature of authorized agent of contracting business entity
(Declarant)

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

6. MULTIPLE VENDOR AWARD.

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

7. DELIVERY.

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

8. PAYMENT.

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

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

Invoices shall be submitted to:

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

9. USAGE REPORTS.

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

10. INSURANCE.

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

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

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

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

Minimum Insurance Requirements:

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

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation

Statutory Coverage (See Section 9 Below)

11. WORKERS' COMPENSATION INSURANCE**11.1 Definitions:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

280280

DATE (MM/DD/YYYY)

9/10/2024

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 endorsement(s).

PRODUCER Liberty Mutual Insurance Co. National Insurance East 500 N 3rd St, Suite 300 Wausau, WI 54403 www.LibertyMutual.com	CONTACT NAME: Valerie Reece	FAX (A/G, No.):	
	PHONE (A/G, No, Ext): 513-867-3822	E-MAIL ADDRESS: Oldcastle.certs@LibertyMutual.com	
INSURED Texas Materials Group, Inc. (211-BEA) 12907 US Highway 90 Beaumont TX 77713	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Liberty Mutual Fire Insurance Company		23035
	INSURER B: Liberty Insurance Corporation		42404
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES

CERTIFICATE NUMBER: 81835158

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.

INBR LTR	TYPE OF INSURANCE	ADDL SUBR INSD (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Primary/Non-Contributory <input checked="" type="checkbox"/> Separation of Insured GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> TB2-C81-004095-114 XCU Coverage Included	9/1/2024	9/1/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$50,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMP/OP AGG \$10,000,000 \$	
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> AS2-C81-004095-124 <input checked="" type="checkbox"/> AS2-C81-054502-524 Physical Damage only: Comprehensive Ded \$10,000 Collision Ded \$10,000	9/1/2024	9/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> TL2-681-054523-024 (General Liability) Various - See Attached	9/1/2024	9/1/2025	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 Products/Completed Ops \$3,000,000	
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input checked="" type="checkbox"/> WA7-C8D-004095-024 All except OH, ND, WA, WY <input checked="" type="checkbox"/> WC7-C81-004095-014 WI, MN	9/1/2024	9/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000	
A	<input checked="" type="checkbox"/> Excess Liability - Auto Liability	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> TL2-681-054653-444 (Auto)	9/1/2024	9/1/2025	Each Occurrence \$3,000,000	

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

FOR BID PURPOSES ONLY

CERTIFICATE HOLDER Jefferson County, Texas Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, Texas 77701	CANCELLATION 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 Valerie Reece
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ACORD 25 (2016/03)

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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 County Doggett Park Midway Rehabilitation

Bidder's Company/Business Name: Texas Materials, A CRH COMPANY

Bidder's TAX ID Number: 58-1401466

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

Contact Person: Scott Blanchard **Title:** Assistant Secretary

Phone Number (with area code): 409-866-1444

Alternate Phone Number if available (with area code): 409-284-7734

Fax Number (with area code): N/A

Email Address: scott.blanchard@texasmaterials.com

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

12907 US Highway 90

Address
Beaumont, TX 77713

City, State, Zip Code

<p>REQUIRED FORM</p>

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

SECTION 4: MINIMUM SPECIFICATIONS

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: mistey.reeves@jeffcotx.us. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: deb.clark@jeffcotx.us. Please reference Bid Number: IFB 24-065/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:

1. 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 th 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.
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 to 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.
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:

<u>Square Feet</u>	<u>Minimum Thickness</u>
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

CONTRACTOR: _____

PROJECT: Jefferson County Doggett Park Midway Rehabilitation

LOCATION: _____

WORK PERFORMED: -

FINAL CONTRACT AMOUNT: \$ _____

CONTRACT DATE: _____

CONTRACTOR warrants and guarantees to the OWNER and that all Work is in accordance with the Contract Documents and will not be defective. CONTRACTOR'S warranty and guarantee hereunder excludes defects or damage caused by;

- 1) Abuse, modification, or improper maintenance or operation by persons other than the CONTRACTOR, Sub-contractors, Suppliers, or any other individual or entity for whom the CONTRACTOR is responsible; or
- 2) Normal wear and tear under normal usage.

The Signing Officer, as titled, of said CONTRACTOR, does hereby Guarantee and Warranty in accordance with the Requirements (Plans and Specifications), all Labor and Materials on the said Project, and all work performed under the Contract between _____ AND JEFFERSON COUNTY and/or assign to be free from defects resulting from faulty Workmanship and/or Materials for the Guarantee Period extending from _____ through _____. Upon receipt of written notice from the OWNER or JEFFERSON COUNTY, the CONTRACTOR shall remedy the defects and replace any property damaged therefrom occurring within the warranty and guarantee period, as required.

SIGNING OFFICER: _____ DATE: _____

PRINTED NAME: _____ TITLE _____

Acknowledged by _____, Notary Public.

Printed Name _____

My Commission 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.

11-14-24 11-15-24

We acknowledge receipt of the following amendment(s): No. 1, No. 2, _____, _____.

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

Texas Materials, A CRH COMPANY

Company Name

12907 US Highway 90

Address

Beaumont, TX 77713

City State Zip



Signature of Person Authorized to Sign

For clarification of this offer, contact:

Scott Blanchard, Assistant Secretary

Name & Title

409-866-1444

Phone Fax

scott.blanchard@texasmaterials.com

E-mail

Scott Blanchard

Printed Name

Assistant Secretary

Title

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

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: 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
JEFFERSON COUNTY, TEXAS

Date

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



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

Addendum to IFB

IFB NUMBER: IFB 24-065/MR
IFB TITLE: Jefferson County Doggett Park Midway Rehabilitation
IFB DUE BY: 11:00 am CT, Wednesday, November 20, 2024
ADDENDUM NO.: 1
ISSUED (DATE): November 14, 2024

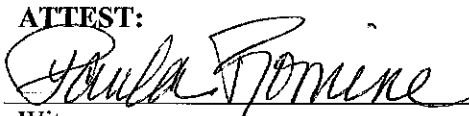
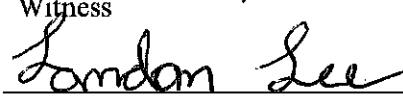
To Bidder: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed bids to have been proffered in recognition and consideration of the entire IFB Specifications Package – *including 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.

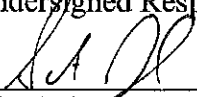
Reason for Issuance of this Addendum:

1. Questions from Vendors.
2. Revisions to Specifications.

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:

 Witness

 Witness


 Authorized Signature (Respondent)
 Assistant Secretary
 Title of Person Signing Above
 Texas Materials, A CRH COMPANY
 Typed Name of Business or Individual

Approved by _____ Date: _____

12907 US Highway 90, Beaumont, TX 77713
 Address



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

1. Revised Scope of Work is attached in Attachment A. Revisions are typed in red.
2. Revised Division II General Notes and Bid Item Notes is attached in Attachment B. Revisions are typed in red. It shall be understood that any revisions shown in this attachment shall also update the Division II information on sheets 2, 3 and 4 of the Project Plans.
3. Revised Bid Form is attached in Attachment C. Revisions are typed in red.
4. Revised Project Plans are attached in Attachment D. Revisions are typed in red.
5. Question: Can the Milling 2.5" be removed from the project? As most of the area being repaired is Seal Coat I believe it would be advantageous to the County to pulverize existing materials. Bidders will then be able to place excess materials as discussed in the prebid for future use by the district.

Answer: Yes, this has been addressed in the revised Scope of Work (Attachment A) and further described in the revised Division II General Notes and Bid Item Notes (Attachment B).

6. Question: For the utility locations requiring Hand work – would excavation of the areas of 8" with placement of Clippings in the 8" and 2" Asphalt.

Answer: See added "utility island" detail on to Project Plans Sheet 8 (Attachment D).

7. Question: Has the cement percentage been changed?

Answer: Yes, to 6%.

8. Question: General notes reference TXDOT Item 502. Based on review of the Scope of work, there is not any construction on the roadway. Please confirm what type of barricades and signs will be required since there is no stamped traffic control plan in the bid documents. We do not see any street or public roadway closures necessary to perform work in a parking lot.

Answer: You are correct, there should be no work in a road ROW for this project, however, if a situation arises, where barricades are needed for truck traffic routing on a site road to access a spoil area for excavated materials, this spec would be utilized. This is a general specification to protect the County and require suitable barricades and placement if needed.



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

9. Question: During the prebid meeting, there were comments regarding bollards and minor structures where it seemed that someone wanted organic growth items removed. There is not a typical treatment designated for these areas. Please elaborate on what type of zero scape treatment the agency is desiring because right now there is nothing specific to assign pricing to. Is there a minimum or maximum boundary for the hot mix placement and cement stabilization.

Answer: See added "utility island" detail on Project Plans Sheet 8 (Attachment D).

10. Question: The cement stabilizing specifications references 8% but a unit weight of the subgrade material is not specified. Normally TXDOT assigns an application rate based on lbs per sy for bidding purposes. Will the engineer of record please clarify the application rate in lbs per sy?

Answer: This has been addressed by the modification to Bid Item #4 in the Bid Form (Attachment C) and modifications to the Bid Item Notes (Attachment B)

SECTION 4: MINIMUM SPECIFICATIONS

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: mistey.reeves@jeffcotx.us. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: deb.clark@jeffcotx.us. Please reference Bid Number: IFB 24-065/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, reworking existing surface and base materials to a depth of 10", compacting, pre-cutting and pre-shaping, cement treating to a depth of 8", final compacting and 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:~~ Reworking existing surface and base materials to a depth of 10" 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.~~
- Pre-cutting/pre-excitation, compacting and pre-shaping the surface.
- ~~Mixing 8% cement, by weight, into the 8 inch reworked surface~~
- Mixing 6% cement, by weight, to attain final 8 inches in depth into the final surface
- Final compacting, watering, trimming/clipping 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 (8 inches of excavation, placement of 6 inches of base material and 2 inches of asphalt per detail on sheet 8 of the plans) as required around utility islands in the midway area that include ~~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 around work 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:

1. 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
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
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.
 - Cement Stabilized Compacted Base - One field density test per 5000 square feet.
 - Asphalt Density - One field density test per 4000 square feet.
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.
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.~~ The bid Quantity for this item has been ESTIMATED as the in-place excavation quantity generated from the pre-cutting/pre-excitation of the reworked surface and base along with the final trimming/clipping of the cement stabilized surface. The quantity includes approximately 2-3/4 inches (two and three quarters inches) of

material to the limits shown on the drawings. This has been estimated to accommodate the 2 inches of final asphalt surface and the approximate increase in depth due to the cement stabilization of the base material. The Contractor is responsible for returning all proposed surfaces to existing elevations and matching existing sidewalks, driveways, utility boxes, other existing asphalt surfaces. Any other excavation (hand or machine) quantities including the excavation around the Utility Islands will be subsidiary to this and other applicable bid items. Excavation for this item is a plans quantity item.

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.~~ Rework/pulverize existing surface and base materials to a maximum depth of ten (10) inches. This item to include the compacting and pre-shaping the surface, grading and watering, etc. necessary for preparation for Cement Stabilization of the base. Existing surface materials may include limestone, asphalt and clay materials. See Geotech Report included as an attachment to this document. The pre-cutting/pre-excavation and final trimming/clipping is estimated in Item 110.

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 reworked and graded material at the rate shown on the plans, compacting, watering to maintain moisture, clipping and trimming to attain plan grades and microcracking. Cement applied shall be in slurry form and shall be applied at a rate of 6% (six percent) of dry weight of the existing material estimated to be 130 lbs per cubic foot.
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. After pre-mixing, pre-cutting, pre-shaping and compaction, proof roll the surfaces prior to cement stabilized to locate soft spots. Proof rolling will not be paid for directly but shall be considered subsidiary to various bid items of the contract
2. 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.
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:

	<u>Square Feet</u>	<u>Minimum Thickness</u>
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**

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 3048	\$	\$
3	251	Reworking Surface and Base Course (8" Depth) (10" Depth)	SY	39900	\$	\$
4	275	Cement Treated Subgrade (Site Mixed 8" Deep) 8% (SY) 6% (Ton)	SY TON	39900 1021	\$	\$
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
Bidder: Please complete this form and include with bid submission.

Attachment D

JEFFERSON COUNTY
 DOGGETT FORD PARK MIDWAY REHABILITATION PROJECT
 QUANTITIES

General Site Information
 SQUARE YARDS OF SURFACE (SY)
 EXCAVATION (INCHES)
 LIME STABILIZATION (INCHES)
 HMA/C (INCHES)

39,900.0
~~2.25~~
 8.0
 2.00

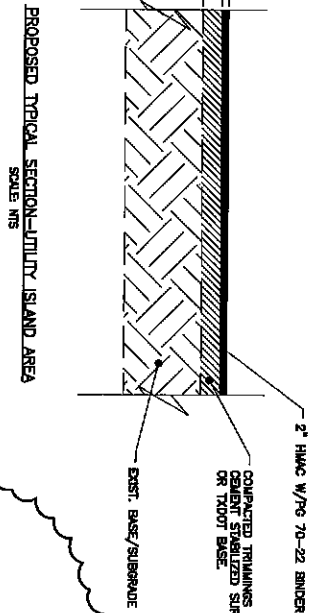
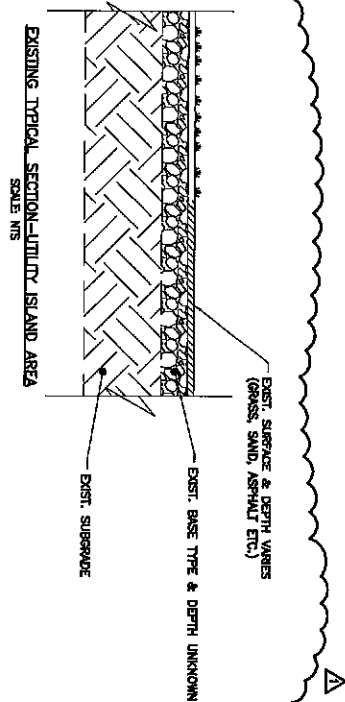
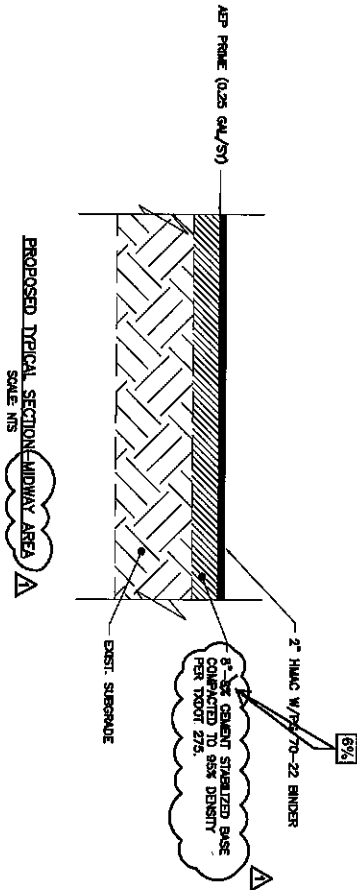
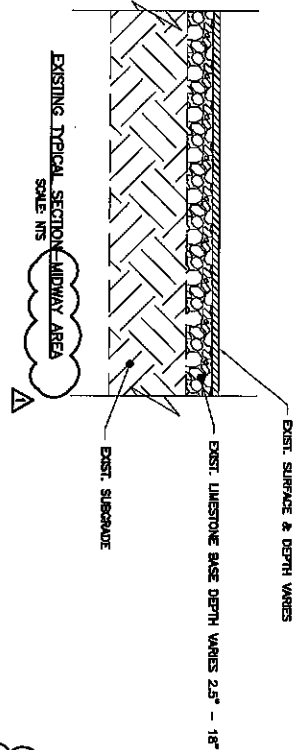
2.75

Bid Item	TXDOT Item	BID ITEM DESCRIPTION	Estimated Quantities	Unit
1	500	MOBILIZATION (MAX 3%)	1	LS
2	140	EXCAVATION Excavate existing surface and base (per depth) Stockpile on site	3048	2494 CY
3	251	REWORKING BASE COURSE (per depth) 10"	39900	SY
4	276	CEMENT TREATED SUBGRADE (Site Mixed 8" deep) 6% (TON)	1021	SY TON
5	300	AEPRIME (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 SUBGRADE REPAIR	400	SY
8	502	BARRICADES AND TRAFFIC/PEDESTRIAN HANDLING	1	LS

REV 1 Addendum #1 Modifications
 11-13-2024



JEFFERSON COUNTY
 ENGINEERING DEPARTMENT
 1115 Park Street, Knoxville, TN 37902
 PROJECT: DOGGETT FORD PARK
 MIDWAY ASPHALT REHABILITATION
 SHEET \$ OF 9 SHEET
 DRAWN BY: G.K.
 CHECKED BY: M.F.
 QUANTITIES 05



- NOTES:
- 1) SEE GEOTECHNICAL REPORTS FOR EXISTING MATERIALS
 - 2) INFORMATION SHALL BE REQUIRED ANY HAND WORK NECESSARY TO PROVIDE THE REQUIRED SECTIONS AROUND THE UTILITY AREAS, FIRE HYDRANTS, BOLLARDS, ELECTRICAL PANS, LIGHT POLE STRINGS, BUILDING FOUNDATIONS, ETC.



REVISION 11
 ADDITIONAL NOTES
 DETAILS & OTHER MISC. NOTES
 11-13-24

11-13-2024

JEFFERSON COUNTY ENGINEERING DEPARTMENT	
W. H. FALGOUT 73456	
PROJECT: DOGGETT FORD PARK MIDWAY ASPHALT REHABILITATION	
SHEET 8 OF 9	SHEET
DRWN. BY: G.K.	DETAILS
CHK'D. BY: M.F.	08



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

Addendum to IFB

IFB NUMBER: IFB 24-065/MR
IFB TITLE: Jefferson County Doggett Park Midway Rehabilitation
IFB DUE BY: 11:00 am CT, Wednesday, November 20, 2024
ADDENDUM NO.: 2
ISSUED (DATE): November 15, 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:

1. Questions from Vendors.
2. Liquidated Damages.

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:

Witness

Witness

Authorized Signature (Respondent)

Assistant Secretary

Title of Person Signing Above

Scott Blanchard

Typed Name of Business or Individual

Approved by _____ Date: _____

12907 US Highway 90, Beaumont, TX 77713
 Address



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

1. Liquidated damages for this project will be \$3,000.00 per day after the time specified in these specifications for Final Completion (February 28, 2025).
2. Question: Is the county implementing any access restrictions to the work zone other than access and egress from Route 124?

Answer: No, there are no restrictions to site access except as noted on sheet 9 of the plan set.

3. Question: Can you specify the location on site where the count states excess excavation material is to be placed?

Answer: This was discussed in the Pre-bid and was noted to be generally north of parking lot north of site road on the north side of the Ag Barns

4. Question: This clarification request pertains to the hand work outlined in Attachment D. The scope is defined, however in the original general notes, it stated that this was subsidiary to other bid items. Will the excavation, asphalt and Base placement be measured and paid then added to the original quantities, are you anticipating cold asphalt joints on the perimeter around these utility structures. Will the quantity for original items be reduced as a result of this undefined measurement and payment ?

Answer in red text: This clarification request pertains to the hand work outlined in Attachment D. The scope is defined, however in the original general notes, it stated that this was subsidiary to other bid items. Will the excavation, asphalt and Base placement be measured and paid then added to the original quantities , No, any work performed in the Utility Islands is subsidiary to all of the other items, are you anticipating cold asphalt joints on the perimeter around these utility structures. Yes. Will the quantity for original items be reduced as a result of this undefined measurement and payment ? No.

BIDDER: INSERT BID SECURITY BEHIND THIS PAGE.



318318
Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA 19462-1644
PH. (610) 832-8240

BID BOND

Bond Number:

KNOW ALL MEN BY THESE PRESENTS, that we Texas Materials Group, Inc.

as Principal, (the "Principal"), and LIBERTY MUTUAL INSURANCE COMPANY, a mutual company duly organized under the laws of the Commonwealth of Massachusetts as Surety, (the "Surety"), are held and firmly bound unto Jefferson County, Texas

as Obligee, (the "Obligee"), in the penal sum of Five Percent of Amount Bid

Dollars (\$5% of Amount Bid),
for the payment of which sum well and truly to be made, the Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Jefferson County, Texas, Doggett Park Midway Rehabilitation

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal within the period specified therein, or, if no period be specified, within sixty (60) days after opening, and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference in money not to exceed the penal sum hereof between the amount specified in said bid and such larger amount for which the Obligee 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. In no event shall the liability hereunder exceed the penal sum hereof.

DATED as of this 20th day of November, 2024.

Texas Materials Group, Inc.


(Seal)

Principal

WITNESS/ATTEST



By:



Name: Scott Blanchard

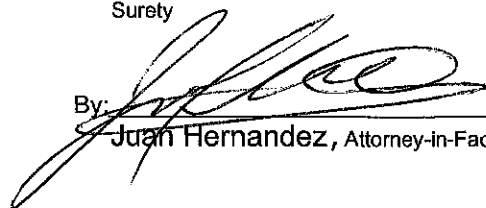
Title: Assistant Secretary

LIBERTY MUTUAL INSURANCE COMPANY

(Seal)

Surety

By:



Juan Hernandez, Attorney-in-Fact

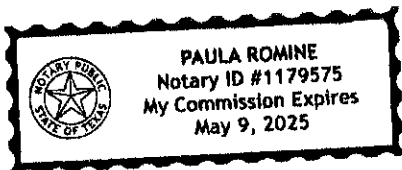
SURETY ACKNOWLEDGMENT

STATE OF Texas }
COUNTY OF Jefferson } **SS**

On this 20th day of November, 2024, before me personally came Juan Hernandez to me known, who, being by me duly sworn, did depose and say that he is an Attorney-In-Fact of LIBERTY MUTUAL INSURANCE COMPANY the corporation described in and which executed the within instrument; that he knows the corporate seal of said corporation, that the seal affixed to the within instrument is such corporate seal, and that he signed the said instrument and affixed the said seal as Attorney-In-Fact of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

Paula Romine

Notary Public



ACTION BY WRITTEN CONSENT
OF THE BOARD OF DIRECTORS
OF
TEXAS MATERIALS GROUP, INC.

The undersigned, being all of the members of the Board of Directors of Texas Materials Group, Inc., a Delaware corporation (the “*Corporation*”), do hereby, pursuant to applicable Delaware statute, give this written consent to the taking of the following actions, such actions to have the same force and effect had a meeting been duly called and held:

I. ELECTION OF OFFICERS

RESOLVED, that effective March 12, 2024, all previous elections of officers are terminated, and the following persons be, and hereby are, elected to serve as officers of the Corporation (each individually, an “*Officer*” and collectively, the “*Officers*”) in the capacities set forth opposite their respective names until such time as their successors shall be elected and qualified:

Aaron Price	President
Martin Merx	Secretary/Treasurer
Derek Angel	Vice President/Assistant Secretary
Kal A. Kincaid	Vice President/Assistant Secretary
John Shogren	Vice President/Assistant Secretary
Mike Brown	Vice President/Assistant Secretary
Rodney McCarn	Vice President/Assistant Secretary
Wayne Sweet	Vice President/Assistant Secretary
David M. Toolan	Admin. Vice President/Assistant Secretary
Robert Banks	Assistant Secretary
Kristin Davis	Assistant Secretary
Linda Lancaster	Assistant Secretary
Angela Kvarme	Assistant Secretary

FURTHER RESOLVED, that the Officers be, and each of them hereby is, authorized to execute and deliver agreements, contracts, documents, certificates, and other instruments, under the seal of the Corporation if required, for the purpose of conducting the Corporation’s business, including without limitation, selling products and securing construction work, and to take such other action, as they may deem necessary, advisable, convenient, or appropriate to carry out and fully perform duties incident to the office or offices so appointed, and such other duties as may be prescribed by the Board of Directors from time to time;

FURTHER RESOLVED, that the following persons are hereby designated Officers solely for the purpose of attesting signatures of other Officers signing on behalf of the Corporation, and for executing and attesting various corporate documents, tax returns, affidavits, and other instruments as may be necessary from time to time:

Jessica Aldrich	Assistant Secretary/Assistant Treasurer
Michael F. Deaton	Assistant Secretary
Tim George	Assistant Secretary
William P. Jones	Assistant Secretary
Robin Jennings	Assistant Secretary
Derek Schluterman	Assistant Secretary

II. APPOINTMENT OF AUTHORIZED EMPLOYEES

RESOLVED, that effective March 12, 2024 all previous appointments of authorized employees are terminated, and that the following persons be and each of them hereby is appointed to serve as an authorized employee of the Corporation, which persons shall be authorized to execute and deliver such agreements, contracts, documents, certificates and other instruments, under the seal of the Corporation if required, for the purpose of conducting the Corporation's business including, without limitation, selling products and securing construction work:

Adam Newsome	Kaylon Page
Melissa Willis	Jose Armenta
James A. Connor	Ron Stinson
Dean Donnellan	Stephen Koonce
Lance Phillips	Larry Martin
David Reese	Nicholas Bockoven
Scott Blanchard	Donald Blackburn
Lisa Roberts	TJ Brown
Tom Hershberger	Jared Dean
Kelly Andrews	Sam Davis
Phillip King	Kevin Guy
Ben Wibbenmeyer	Kyle Lewis
Keith Pierson	Jacob Trim
Chris Michael	Dean W. Buchanan
Bobby Daggett	Jason (Thad) Traverse
Johnathan Murphy	Troy Rakes
Jake Kilgore	Geno Carrier IV
Eugene Carrier	Clint Teutsch
David Moore	Robert Brown
Robert Checkley	Derek Schluterman
Danny Schnyder	Wesley Salem
Clayton Truitt	

FURTHER RESOLVED, that the President of the Corporation may, from time to time, without further action by the Board of Directors, appoint other persons to serve as authorized employees, or remove any individuals from this capacity, and to direct those appointed to take such action, as he may deem necessary, advisable, convenient or appropriate to carry out and fully perform the duties incident to the office of President.

III. AUTHORIZATION OF TRADE NAMES

RESOLVED, that the activities and operations of the Corporation may be carried on in any of the following manners or styles as may from time-to-time be deemed necessary or appropriate:

East Texas Asphalt, A CRH Company
Gulf Coast, A CRH company
Moore Brothers Construction, A CRH Company
Texas Bit, A CRH company
Texas Concrete, A CRH company
Texas Materials, A CRH company
Texas Materials Group Production Asset Company LLC

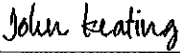
FURTHER RESOLVED, that the President of the Corporation may, from time to time, without further action by the Board of Directors, authorize the use of additional trade names, and to deem unauthorized any trade name previously authorized, as he may deem necessary, advisable, convenient or appropriate.


IV. MISCELLANEOUS

RESOLVED, that all actions previously taken by any Officer of the Corporation appointed hereunder in his/her capacity as such Officer be, and each of them hereby is, adopted, ratified, confirmed and approved in all respects as the authorized acts and deeds of the Corporation;

FURTHER RESOLVED, that each undersigned agrees that electronic signatures, whether digital or encrypted, of the Board of Directors are intended to authenticate this consent and to have the same force and effect as manual signatures. As used in the previous sentence, the term "electronic signatures" means any electronic sound, symbol or process attached to or logically associated with this consent and executed and adopted by a member of the Board of Directors with the intent to sign such consent, including, but not limited to, e-mail electronic signatures executed through DocuSign Services; and

FURTHER RESOLVED, that this Consent, following execution by all of the members of the Board of Directors, be filed in appropriate order in the minute book of the Corporation.

DocuSigned by:

80ED0A4A3D00EA...
John J. Keating

DocuSigned by:

F87D98611274EB...
Aaron Price



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

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

Certificate No: 8212064-985881

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Jessica Aldrich; Derek Angel; Scott Blanchard; TJ Brown; Gregory Gunn; Kevin Guy; Juan Hernandez; Kal A. Kincaid; Angela Kvarme; Richard Lee; Ryan Malone; Johnathan Murphy; Ben Wibbenmeyer

all of the city of Beaumont state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all bid bonds on behalf of Texas Materials Group, Inc.; Texas Materials, A CRH Company and the execution of such bid bonds, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 3rd day of July, 2024.



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

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 3rd day of July, 2024 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



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

By: Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of November, 2024.



By: Renee C. Llewellyn, Assistant Secretary

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

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

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	\$ 41,500.00	\$ 41,500.00
2	110	Excavation: Excavate existing surface and base - (2-25" Depth) Stockpile on Site	CY	2494 3048	\$ 28.60	\$ 87,172.80
3	251	Reworking Surface and Base Course (8" Depth) (10" Depth)	SY	39900	\$ 5.50	\$ 219,450.00
4	275	Cement Treated Subgrade (Site Mixed 8" Deep) 8% (SY) 6% (Ton)	SY TON	39900 1021	\$ 300.00	\$ 306,300.00
5	300	AEP Prime (0.25 Gallons/SY)	GAL	9975	\$ 4.00	\$ 39,900.00
6	340	Dense Graded Hot-Mix Asphalt: 2 inches thick, PG 70-22 (20% RAP Allowed)	TON	4608	\$ 165.00	\$ 760,320.00
7	351	Flexible Pavement Subgrade Repair	SY	400	\$ 51.00	\$ 20,400.00
8	502	Barricades and Traffic/Pedestrian Handling	LS	1	\$ 7,000.00	\$ 7,000.00
					TOTAL BID AMOUNT	\$ 1,482,042.80

REQUIRED FORM

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

VENDOR REFERENCES FORM

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

REQUIRED FORM

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

REFERENCE ONE

Government/Company Name: Texas Department of Transportation

Address: 8450 Eastex Freeway, Beaumont, Texas 77708

Contact Person and Title: Kenneth Wiemers, Area Engineer

Phone: 409-924-6521

Fax: N/A

Email Address: _____

Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: Texas Department of Transportation

Address: 209 Layl Drive, Liberty, Texas 77575

Contact Person and Title: _____

Phone: 936-336-2244

Fax: N/A

Email Address: _____

Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: Leavins Engineering & Design, LLC

Address: 3250 Eastex Freeway, Beaumont, Texas 77703

Contact Person and Title: Stephen West, Senior Project Manager

Phone: 409-673-4340

Fax: N/A

Email Address: swest@leadllc.com

Contract Period: _____

Scope of Work: _____

SIGNATURE PAGE

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

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

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

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

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

Texas Materials, A CRH COMPANY

Bidder (Entity Name)

12907 US Highway 90

Street & Mailing Address

Beaumont, TX 77713

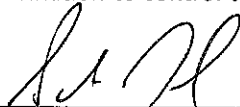
City, State & Zip

409-866-1444

Telephone Number

scott.blanchard@texasmaterials.com

E-mail Address



Signature

Scott Blanchard

Print Name

November 20, 2024

Date Signed

N/A

Fax Number

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

CERTIFICATION REGARDING LOBBYING

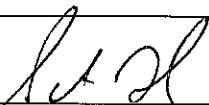
Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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



Signature of Contractor's Authorized Official

Scott Blanchard, Assistant Secretary

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

November 20, 2024

Date

REQUIRED FORM

Bidder: 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				
<p><small>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</small></p> <p><small>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).</small></p> <p><small>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.</small></p> <p><small>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</small></p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center; padding: 2px;">OFFICE USE ONLY</th> </tr> <tr> <td style="width: 50%; padding: 2px;">Date Received</td> <td style="width: 50%;"></td> </tr> </table>		OFFICE USE ONLY		Date Received	
OFFICE USE ONLY						
Date Received						
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p style="text-align: center; font-size: 2em; margin-left: 100px;"><i>N/A</i></p>						
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="font-size: 0.8em;"><small>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</small></p>						
<p>3 Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center; margin-left: 100px;"><i>[Signature]</i></p> <p style="text-align: center; font-size: 0.8em;">Name of Officer</p> <p style="font-size: 0.8em;"><small>This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</small></p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 40px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 40px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="margin-left: 40px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>						
<p>4</p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 45%;"> <p style="text-align: center; font-size: 1.5em; margin-left: 100px;"><i>[Signature]</i></p> <p style="font-size: 0.8em;">Signature of vendor doing business with the governmental entity</p> </div> <div style="width: 45%; text-align: right;"> <p style="font-size: 1.2em; margin-left: 100px;">November 20, 2024</p> <p style="font-size: 0.8em;">Date</p> </div> </div>						

Adopted 8/7/2015

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

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

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

Adopted 8/7/2015

**THIS FORM IS FOR
OFFICE USE ONLY**

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

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

Yes No

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

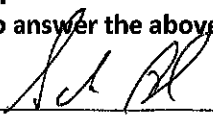
Did the Prime Contractor/Consultant . . . ?

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

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

Scott Blanchard

Printed Name of Authorized Representative



Signature

Assistant Secretary

Title

November 20, 2024

Date

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

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

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).
 Yes No text here

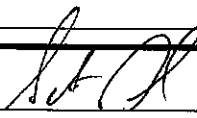
Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract.

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

Contractor Name: Texas Materials, A CRH COMPANY HUB: Yes No
Address: 12907 US Highway 90, Beaumont, TX 77713
Street City State Zip
Phone (with area code): 409-866-1444 Fax (with area code): N/A
Project Title & No.: Jefferson County Doggett Park Midway Rehabilitation / IFB 24-065/MR
Prime Contract Amount: \$ _____

HUB Subcontractor Name: N/A
HUB Status (Gender & Ethnicity): _____

Certifying Agency: Tx. Bldg & Procurement Comm. Jefferson County Tx Unified Certification Prog.
Address: _____
Street City State Zip
Phone (with area code): _____ Fax (with area code): _____
Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %
Description of Subcontract Work to be Performed: _____

Scott Blanchard  November 20, 2024
Printed Name of Contractor Representative Signature of Representative Date

Printed Name of HUB Signature of Representative Date

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

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 1 OF 4

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

Yes No

Prime Contractor: Texas Materials, A CRH COMPANY HUB: Yes No

HUB Status (Gender & Ethnicity): N/A

Address: 12907 US Highway 90, Beaumont, TX 77713

Street City State Zip

Phone (with area code): 409-866-1444 Fax (with area code): N/A

Project Title & No.: Jefferson County, Texas, Doggett Park Midway Rehab IFB/RFP No.: IFB 24-065/MR

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: N/A

HUB Status (Gender & Ethnicity): _____

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

Address: _____

Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

REQUIRED FORM

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 2 OF 4

HUB Subcontractor Disclosure

PART I: Continuation Sheet (Duplicate as Needed)

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

REQUIRED FORM

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

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

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: _____

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: N/A

Address: _____
 Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: N/A

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: _____

<p>REQUIRED FORM Bidder: Please complete this form and include with bid submission.</p>
--

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM**

PAGE 4 OF 4

Subcontractor Name: N/A

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: N/A

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

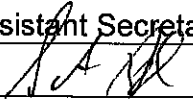
Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required**. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): Scott Blanchard

Title: Assistant Secretary

Signature: 

Date: November 20, 2024

E-mail address: scott.blanchard@texasmaterials.com

Contact person that will be in charge of invoicing for this project:

Name (print or type): Jessica Aldrich

Title: Controller - Construction

Date: November 20, 2024

E-mail address: jessica.aldrich@texasmaterials.com

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

RESIDENCE CERTIFICATION/TAX FORM

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Non-resident Bidder" refers to a person who is not a resident.
- (4) "Resident Bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that Texas Materials, A CRH COMPANY [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

I certify that _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ (city and state).

Taxpayer Identification Number (T.I.N.):		58-1401466
Company Name submitting bid/proposal:		Texas Materials, A CRH COMPANY
Mailing address:	12907 US Highway 90, Beaumont, TX 77713	
If you are an individual, list the names and addresses of any partnership of which you are a general partner:		

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HOUSE BILL 89 VERIFICATION

I, Scott Blanchard, the undersigned representative of (company or business name) Texas Materials, A CRH COMPANY (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

- 1. Does not boycott Israel currently; and
- 2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.002, Texas Government Code:

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

Scott Blanchard

Signature of Company Representative

November 20, 2024

Date

On this 20th day of November, 2024, personally appeared

Scott Blanchard, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

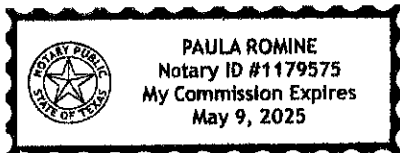
Notary Seal

Paula Romine

Notary Signature

November 20, 2024

Date



REQUIRED FORM
Bidder: Please complete this form
and include with bid submission.

SENATE BILL 252 CERTIFICATION

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

Texas Materials, A CRH COMPANY

Company Name

IFB 24-065/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 Texas COUNTY OF Jefferson

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas,

on this day personally appeared Scott Blanchard, who
(name)

after being by me duly sworn, did depose and say:

"I, Scott Blanchard am a duly authorized officer of/agent
(name)
for Texas Materials, A CRH COMPANY and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said Texas Materials, A CRH COMPANY
(name of firm)

I hereby certify that the foregoing bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of Bidder: Texas Materials, A CRH COMPANY
12907 US Highway 90, Beaumont, TX 77713

Fax: N/A Telephone# 409-866-1444

by: Scott Blanchard Title: Assistant Secretary
(print name)

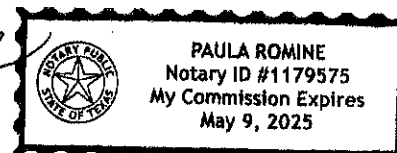
Signature: *Scott Blanchard*

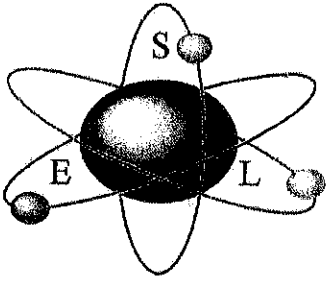
SUBSCRIBED AND SWORN to before me by the above-named
Scott Blanchard on

this the 20th day of November, 2024.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

Paula Romine
Notary Public in and for
the State of Texas





SCIENCE ENGINEERING, LTD.
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. 23RD 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
(IFB 24-065/MR) Jefferson County Doggett Park Midway Rehabilitation
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 stratigraphy is approximately as follows:

<u>Stratum No.</u>	<u>Average Depth, feet</u>	<u>Description of Strata</u>
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:

<u>Type Pavement</u>	<u>Vehicle Traffic</u>
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.

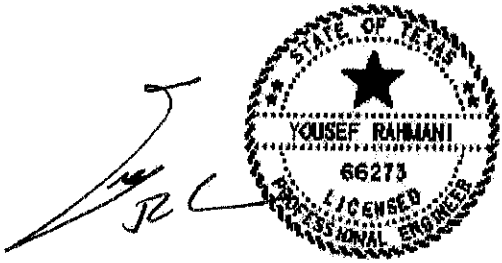
LIMITATIONS

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**

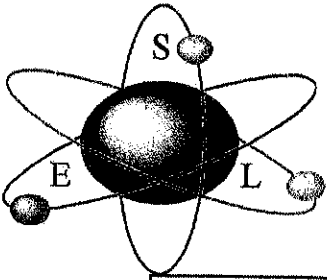


**Yousef Rahmani, P.E.
President**

Encl.: Boring Plan
Boring Logs 1 – 20
Geotechnical Chart/Symbols

Copies: 2 – Client
1- Jefferson County Engineering
1 – SEL File 19216

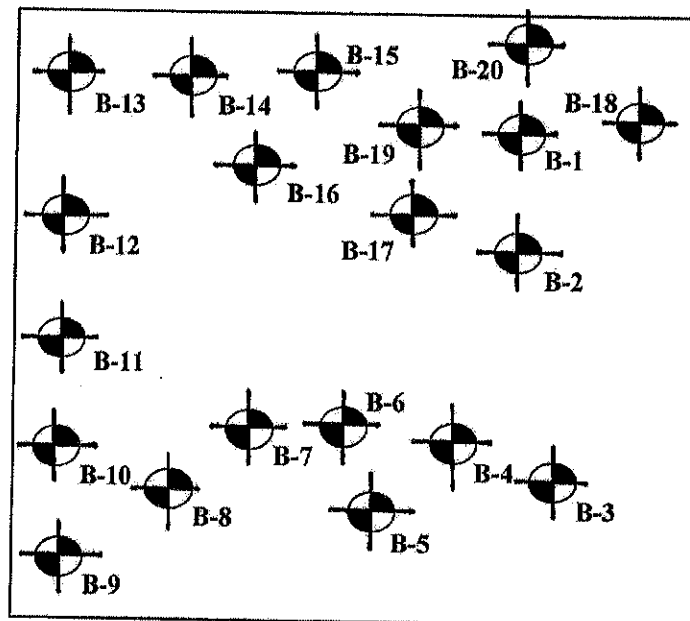
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GEOTECHNICAL, ENVIRONMENTAL, MATERIALS TESTING

Report Number 19216

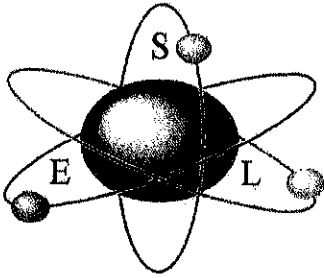


EVALUATION OF EXISTING PARKING LOT AT FORD PARK
BEAUMONT, TEXAS

BORING PLAN

SEPTEMBER 2019

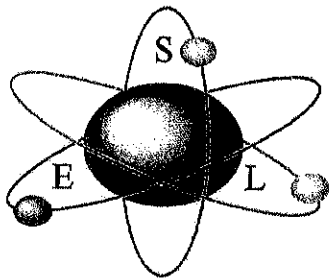
NOT TO SCALE



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GEOTECHNICAL, ENVIRONMENTAL, MATERIALS TESTING

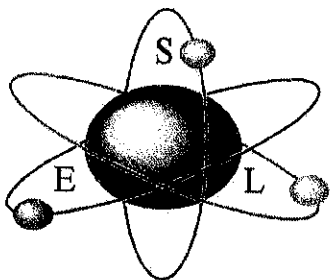
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Boring Number: <u>B-1</u>		Date of Report: <u>09/09/2019</u>										
Location: <u>Flagged by Setex Construction</u>		Date of Boring: <u>08/28/2019</u>										
Dry Auger: <u>0</u> to <u>2</u> Feet		Authorization: <u>Mr. Randy Smith</u>										
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	SHEAR STRENGTH	
											POCKET PENETROMETER (TSF)	UNCONFINED COMPRESSIVE STRENGTH (TSF)
	[Asphalt Symbol]			1" Asphalt								
	[Base Symbol]			4" Base								
1	[Clay Symbol]			Dark Gray CLAY			89	27	62			
2				CH								
				Bottom at 2 feet								
				1. Water was not encountered during drilling.								
				2. Bore hole dry upon completion.								



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GEOTECHNICAL, ENVIRONMENTAL, MATERIALS TESTING

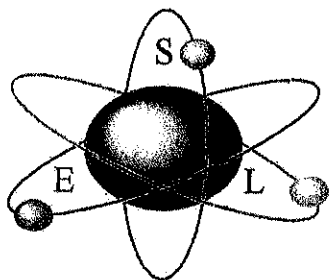
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Boring Number: B-2			Date of Report: 09/09/2019									
Location: Flagged by Setex Construction			Date of Boring: 08/28/2019									
Dry Auger: 0 to 2 Feet			Authorization: Mr. Randy Smith									
DEPTH, FEET	SYMBOL	SAMPLE	BLOWS PER FOOT	STRATUM DESCRIPTION	WATER CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX (PI)	PERCENT PASSING NO. 200 SIEVE	SHEAR STRENGTH	
											POCKET PENETROMETER (TSF)	UNCONFINED COMPRESSIVE STRENGTH (TSF)
				1" Asphalt								
				18" Base								
1												
				Dark Gray CLAY								
2				CH								
				Bottom at 2 feet								
				1. Water was not encountered during drilling.								
				2. Bore hole dry upon completion.								



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GEOTECHNICAL, ENVIRONMENTAL, MATERIALS TESTING

LOG OF BORING												
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Boring Number:		B-3					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					
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	SHEAR STRENGTH	
											ROCKET PENETROMETER (TSF)	UNCONFINED COMPRESSIVE STRENGTH (TSF)
	[Asphalt Symbol]			1" Asphalt								
	[Base Symbol]			7" Base								
1	[Clay Symbol]			Dark Gray CLAY			90	30	60			
2				CH								
				Bottom at 2 feet								
				1. Water was not encountered during drilling.								
				2. Bore hole dry upon completion.								



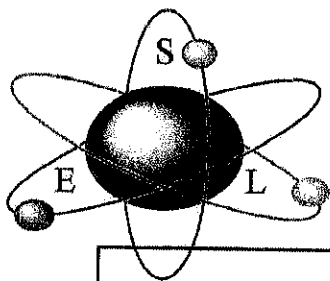
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GEOTECHNICAL, ENVIRONMENTAL, MATERIALS TESTING

LOG OF BORING

Project: Evaluation of Existing Parking Lot at Ford Park
Beaumont, Texas
Project No: 19216
Boring Number: B-4
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

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	SHEAR STRENGTH	
											POCKET PENETROMETER (TSF)	UNCONFINED COMPRESSIVE STRENGTH (TSF)
				3" Asphalt								
				6" Base								
1				Dark Gray CLAY			86	27	59			
2				CH								
				Bottom at 2 feet 1. Water was not encountered during drilling. 2. Bore hole dry upon completion.								



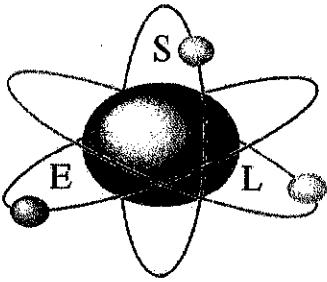
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GEOTECHNICAL, ENVIRONMENTAL, MATERIALS TESTING

LOG OF BORING

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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

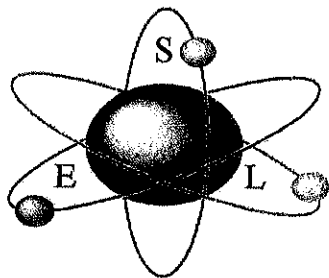
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											POCKET PENETROMETER (TSF)	UNCONFINED COMPRESSIVE STRENGTH (TSF)		
				2" Asphalt										
				8" Base										
1				10" Lime Stabilized Subgrade										
				Dark Gray CLAY										
2				CH										
				Bottom at 2 feet										
				1. Water was not encountered during drilling.										
				2. Bore hole dry upon completion.										



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GEOTECHNICAL, ENVIRONMENTAL, MATERIALS TESTING

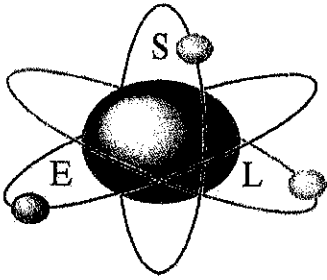
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Project: Evaluation of Existing Parking Lot at Ford Park Beaumont, Texas					Project No: 19216								
Boring Number: B-6					Date of Report: 09/09/2019								
Location: Flagged by Setex Construction					Date of Boring: 08/28/2019								
Dry Auger: 0 to 2 Feet					Authorization: Mr. Randy Smith								
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	SHEAR STRENGTH		
											POCKET PENETROMETER (TSF)	UNCONFINED COMPRESSIVE STRENGTH (TSF)	
				2" Asphalt									
				10" Base									
1				Dark Gray CLAY			86	26	60				
2				CH									
				Bottom at 2 feet									
				1. Water was not encountered during drilling.									
				2. Bore hole dry upon completion.									



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GEOTECHNICAL, ENVIRONMENTAL, MATERIALS TESTING

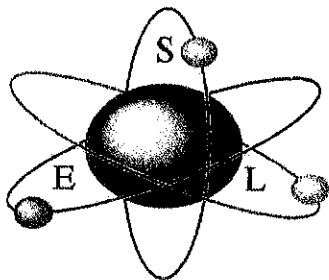
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Boring Number:		B-7					Date of Report: 09/09/2019						
Location:		Flagged by Setex Construction					Date of Boring: 08/28/2019						
Dry Auger:		0 to 2 Feet					Authorization: Mr. Randy Smith						
DEPTH, FEET	SYMBOL	SAMPLE	BLOWS PER FOOT	STRATUM DESCRIPTION	WATER CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX (PI)	PERCENT PASSING NO. 200 SIEVE	SHEAR STRENGTH		
											POCKET PENETROMETER (TSF)	UNCONFINED COMPRESSIVE STRENGTH (TSF)	
1	[Patterned]			1" Asphalt									
				6" Base									
2	[Diagonal Lines]			6" Lime Stabilized Subgrade									
				Dark Gray CLAY									
				Bottom at 2 feet 1. Water was not encountered during drilling. 2. Bore hole dry upon completion.									
				CH									



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GEOTECHNICAL, ENVIRONMENTAL, MATERIALS TESTING

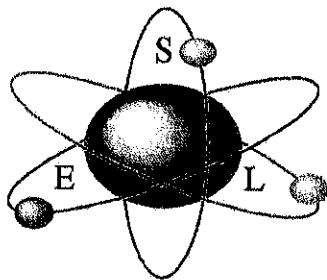
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Dry Auger:		0 to 2 Feet					Authorization: Mr. Randy Smith					
DEPTH, FEET	SYMBOL	SAMPLE	BLOWS PER FOOT	STRATUM DESCRIPTION	WATER CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX (PI)	PERCENT PASSING NO. 200 SIEVE	SHEAR STRENGTH	
											ROCKET	PENETROMETER (TSF)
1				1" Asphalt								
				7" Base								
				7" Lime Stabilized Subgrade								
				Dark Gray CLAY								
2				CH								
				Bottom at 2 feet								
				1. Water was not encountered during drilling.								
				2. Bore hole dry upon completion.								



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GEOTECHNICAL, ENVIRONMENTAL, MATERIALS TESTING

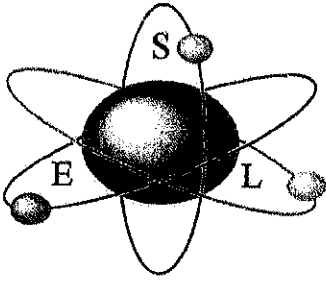
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Boring Number:		B-9				Date of Report: 09/09/2019						
Location:		Flagged by Setex Construction				Date of Boring: 08/28/2019						
Dry Auger:		0 to 2 Feet				Authorization: Mr. Randy Smith						
DEPTH, FEET	SYMBOL	SAMPLE	BLOWS PER FOOT	STRATUM DESCRIPTION	WATER CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX (PI)	PERCENT PASSING NO. 200 SIEVE	SHEAR STRENGTH	
											POCKET PENETROMETER (TSF)	UNCONFINED COMPRESSIVE STRENGTH (TSF)
				1" Asphalt								
				7" Base								
				6" Lime Stabilized Subgrade								
1				Dark Gray CLAY			90	27	63			
2				CH								
				Bottom at 2 feet								
				1. Water was not encountered during drilling.								
				2. Bore hole dry upon completion.								



SCIENCE ENGINEERING, LTD.

GEOTECHNICAL, ENVIRONMENTAL, MATERIALS TESTING

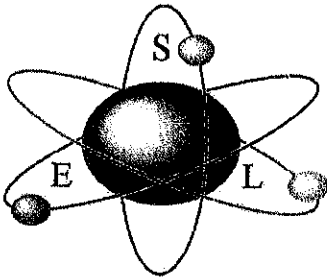
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Boring Number:		B-10						Date of Report:		09/09/2019			
Location:		Flagged by Setex Construction						Date of Boring:		08/28/2019			
Dry Auger:		0 to 2 Feet						Authorization:		Mr. Randy Smith			
DEPTH, FEET	SYMBOL	SAMPLE	BLOWS PER FOOT	STRATUM DESCRIPTION	WATER CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX (PI)	PERCENT PASSING NO. 200 SIEVE	SHEAR STRENGTH		
											POCKET PENETROMETER (TSF)	UNCONFINED COMPRESSIVE STRENGTH (TSF)	
				1" Asphalt									
				10" Base									
1				Dark Gray CLAY									
2				CH									
				Bottom at 2 feet									
				1. Water was not encountered during drilling.									
				2. Bore hole dry upon completion.									



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GEOTECHNICAL, ENVIRONMENTAL, MATERIALS TESTING

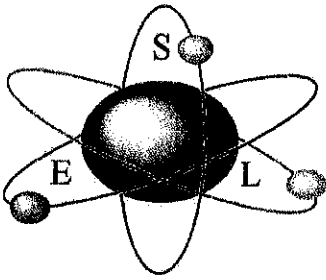
LOG OF BORING												
Project:		Evaluation of Existing Parking Lot at Ford Park Beaumont, Texas					Project No: 19216					
Boring Number:		B-11					Date of Report: 09/09/2019					
Location:		Flagged by Setex Construction					Date of Boring: 08/28/2019					
Dry Auger:		0 to 2 Feet					Authorization: Mr. Randy Smith					
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	SHEAR STRENGTH	
											POCKET PENETROMETER (TSF)	UNCONFINED COMPRESSIVE STRENGTH (TSF)
	[Asphalt Symbol]			1" Asphalt								
	[Base Symbol]			8" Base								
1	[Clay Symbol]			Dark Gray CLAY			88	28	60			
2				CH								
				Bottom at 2 feet								
				1. Water was not encountered during drilling.								
				2. Bore hole dry upon completion.								



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GEOTECHNICAL, ENVIRONMENTAL, MATERIALS TESTING

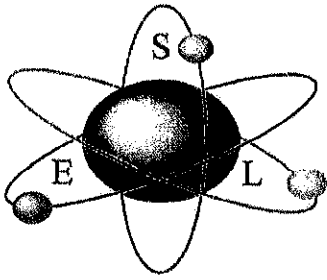
LOG OF BORING												
Project: Evaluation of Existing Parking Lot at Ford Park Beaumont, Texas		Project No: 19216										
Boring Number: B-12		Date of Report: 09/09/2019										
Location: Flagged by Setex Construction		Date of Boring: 08/28/2019										
Dry Auger: 0 to 2 Feet		Authorization: Mr. Randy Smith										
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	SHEAR STRENGTH	
											POCKET PENETROMETER (TSF)	UNCONFINED COMPRESSIVE STRENGTH (TSF)
	[Asphalt Symbol]			1" Asphalt								
	[Base Symbol]			8" Base								
1	[Clay Symbol]			Dark Gray CLAY								
2				CH								
				Bottom at 2 feet								
				1. Water was not encountered during drilling.								
				2. Bore hole dry upon completion.								



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GEOTECHNICAL, ENVIRONMENTAL, MATERIALS TESTING

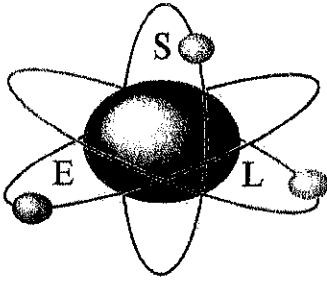
LOG OF BORING												
Project: Evaluation of Existing Parking Lot at Ford Park Beaumont, Texas		Boring Number: B-13		Project No: 19216								
Location: Flagged by Setex Construction		Dry Auger: 0 to 2 Feet		Date of Report: 09/09/2019								
				Date of Boring: 08/28/2019		Authorization: Mr. Randy Smith						
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	SHEAR STRENGTH	
											POCKET PENETROMETER (TSF)	UNCONFINED COMPRESSIVE STRENGTH (TSF)
	[Symbol]			1" Asphalt								
				6" Base								
1	[Symbol]			Dark Gray CLAY			85	26	59			
2				CH								
				Bottom at 2 feet								
				1. Water was not encountered during drilling.								
				2. Bore hole dry upon completion.								



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GEOTECHNICAL, ENVIRONMENTAL, MATERIALS TESTING

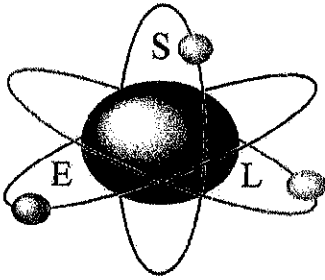
LOG OF BORING												
Project:		Evaluation of Existing Parking Lot at Ford Park Beaumont, Texas					Project No: 19216					
Boring Number:		B-14					Date of Report: 09/09/2019					
Location:		Flagged by Setex Construction					Date of Boring: 08/28/2019					
Dry Auger:		0 to 2 Feet					Authorization: Mr. Randy Smith					
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	SHEAR STRENGTH	
				1" Asphalt								
				7" Base								
1				11" Lime Stabilized Subgrade								
				Dark Gray CLAY								
2				CH								
				Bottom at 2 feet								
				1. Water was not encountered during drilling.								
				2. Bore hole dry upon completion.								



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GEOTECHNICAL, ENVIRONMENTAL, MATERIALS TESTING

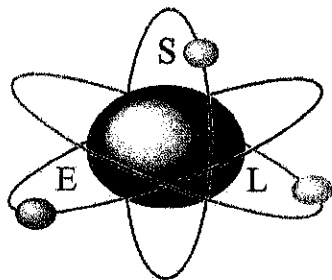
LOG OF BORING												
Project:		Evaluation of Existing Parking Lot at Ford Park Beaumont, Texas					Project No: 19216					
Boring Number:		B-15					Date of Report: 09/09/2019					
Location:		Flagged by Setex Construction					Date of Boring: 08/28/2019					
Dry Auger:		0 to 2 Feet					Authorization: Mr. Randy Smith					
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	SHEAR STRENGTH	
											POCKET PENETROMETER (TSF)	UNCONFINED COMPRESSIVE STRENGTH (TSF)
				1" Asphalt								
				6" Base								
				7" Lime Stabilized Subgrade								
1				Dark Gray CLAY								
2				CH								
				Bottom at 2 feet								
				1. Water was not encountered during drilling.								
				2. Bore hole dry upon completion.								



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GEOTECHNICAL, ENVIRONMENTAL, MATERIALS TESTING

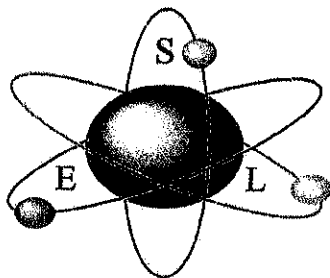
LOG OF BORING												
Project:		Evaluation of Existing Parking Lot at Ford Park Beaumont, Texas					Project No:		19216			
Boring Number:		B-16					Date of Report:		09/09/2019			
Location:		Flagged by Setex Construction					Date of Boring:		08/28/2019			
Dry Auger:		0 to 2 Feet					Authorization:		Mr. Randy Smith			
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	SHEAR STRENGTH	
											ROCKET PENETROMETER (TSF)	UNCONFINED COMPRESSIVE STRENGTH (TSF)
1				1.5" Asphalt 6" Base 6" Lime Stabilized Subgrade								
2				Dark Gray CLAY Bottom at 2 feet 1. Water was not encountered during drilling. 2. Bore hole dry upon completion.								
				CH								



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GEOTECHNICAL, ENVIRONMENTAL, MATERIALS TESTING

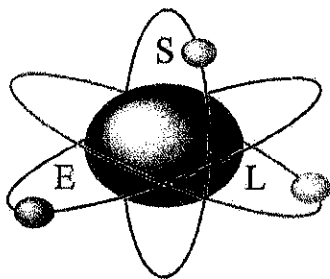
LOG OF BORING												
Project:		Evaluation of Existing Parking Lot at Ford Park Beaumont, Texas					Project No: 19216					
Boring Number:		B-17					Date of Report: 09/09/2019					
Location:		Flagged by Setex Construction					Date of Boring: 08/28/2019					
Dry Auger:		0 to 2 Feet					Authorization: Mr. Randy Smith					
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	SHEAR STRENGTH	
											ROCKET PENETROMETER (TSF)	UNCONFINED COMPRESSIVE STRENGTH (TSF)
				1" Asphalt								
				7" Base								
				6" Lime Stabilized Subgrade								
1				Dark Gray CLAY			87	26	61			
2				CH								
				Bottom at 2 feet								
				1. Water was not encountered during drilling.								
				2. Bore hole dry upon completion.								



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GEOTECHNICAL, ENVIRONMENTAL, MATERIALS TESTING

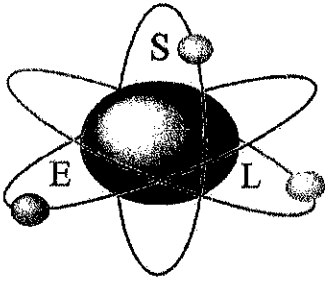
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Project:		Evaluation of Existing Parking Lot at Ford Park Beaumont, Texas					Project No: 19216					
Boring Number:		B-18					Date of Report: 09/09/2019					
Location:		Flagged by Setex Construction					Date of Boring: 08/28/2019					
Dry Auger:		0 to 2 Feet					Authorization: Mr. Randy Smith					
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	SHEAR STRENGTH	
											POCKET PENETROMETER (TSE)	UNCONFINED COMPRESSIVE STRENGTH (TSF)
1	[Pattern]			1" Asphalt								
				5" Base								
				8" Lime Stabilized Subgrade								
				Dark Gray CLAY								
2				CH								
				Bottom at 2 feet								
				1. Water was not encountered during drilling.								
				2. Bore hole dry upon completion.								



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GEOTECHNICAL, ENVIRONMENTAL, MATERIALS TESTING

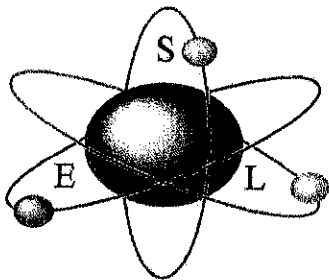
LOG OF BORING												
Project:		Evaluation of Existing Parking Lot at Ford Park Beaumont, Texas				Project No: 19216						
Boring Number:		B-19				Date of Report: 09/09/2019						
Location:		Flagged by Setex Construction				Date of Boring: 08/28/2019						
Dry Auger:		0 to 2 Feet				Authorization: Mr. Randy Smith						
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	SHEAR STRENGTH	
											POCKET PENETROMETER (TSF)	UNCONFINED COMPRESSIVE STRENGTH (TSF)
1	[Hatched Pattern]			1" Asphalt								
				Dark Gray CLAY			90	28	62			
2				Bottom at 2 feet 1. Water was not encountered during drilling. 2. Bore hole dry upon completion.								



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GEOTECHNICAL, ENVIRONMENTAL, MATERIALS TESTING

LOG OF BORING														
Project:		Evaluation of Existing Parking Lot at Ford Park Beaumont, Texas						Project No: 19216						
Boring Number:		B-20						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						
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	SHEAR STRENGTH			
											POCKET PENETROMETER (TSF)	UNCONFINED COMPRESSIVE STRENGTH (TSF)		
1	[Pattern]	[Pattern]	[Pattern]	1" Asphalt										
				6" Base										
				11" Lime Stabilized Subgrade										
				Dark Gray CLAY										
2				CH										
				Bottom at 2 feet										
				1. Water was not encountered during drilling.										
				2. Bore hole dry upon completion.										

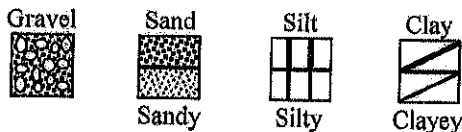


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GEOTECHNICAL, ENVIRONMENTAL, MATERIALS TESTING

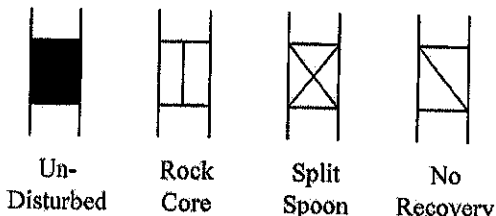
KEY TO SOIL CLASSIFICATION AND SYMBOLS

SOIL TYPE

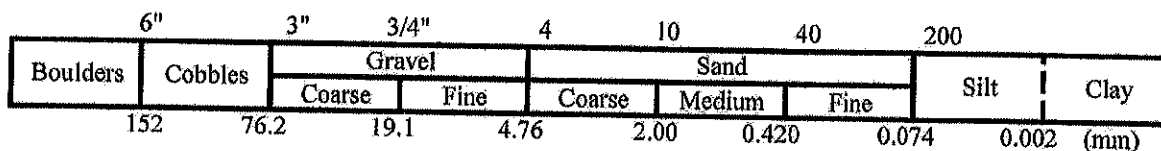


Predominant type shown heavy

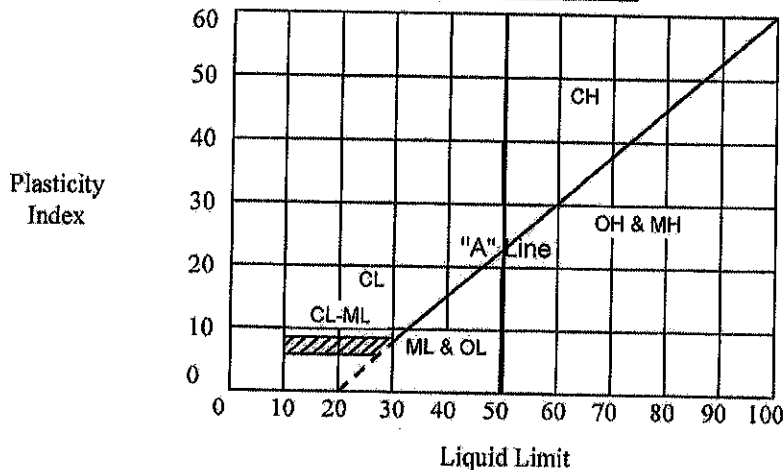
SAMPLE TYPE



SOIL GRAIN SIZE
U.S. Standard Sieve



PLASTICITY CHART



CONSISTENCY OF COHESIVE SOILS

RELATIVE DENSITY OF COHESIONLESS SOILS

Penetration Resistance, blows per foot	Consistency	Cohesion TSF	Plasticity Index	Degree of Plasticity
0 - 2	Very Soft	0 - 0.125	0 - 5	None
2 - 4	Soft	0.125 - 0.25	5 - 10	Low
4 - 8	Firm	0.25 - 0.5	10 - 20	Moderate
8 - 15	Stiff	0.5 - 1.0	20 - 40	Plastic
15 - 30	Very Stiff	1.0 - 2.0	> 40	Highly Plastic
> 30	Hard	> 2.0		

Penetration Resistance, blows per foot	Relative Density
0 - 4	Very Loose
4 - 10	Loose
10 - 30	Medium Dense
30 - 50	Dense
> 50	Very Dense



GEOTECHNICAL INVESTIGATION
FOR
FORD PARK PAVING REHABILITATION
IN
BEAUMONT, TEXAS

REPORT NUMBER: 24102

REPORTED TO:

JEFFERSON COUNTY COURTHOUSE
1149 PEARL STREET, 5TH 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 stratigraphy is approximately as follows:

Stratum No	Average Depth, feet	Soil Description
I	0.00 – 0.02	Asphalt
II	0.02 – 0.35	Limestone Base
III	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).
2. 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.

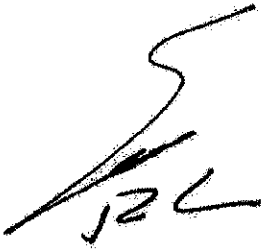
LIMITATIONS

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

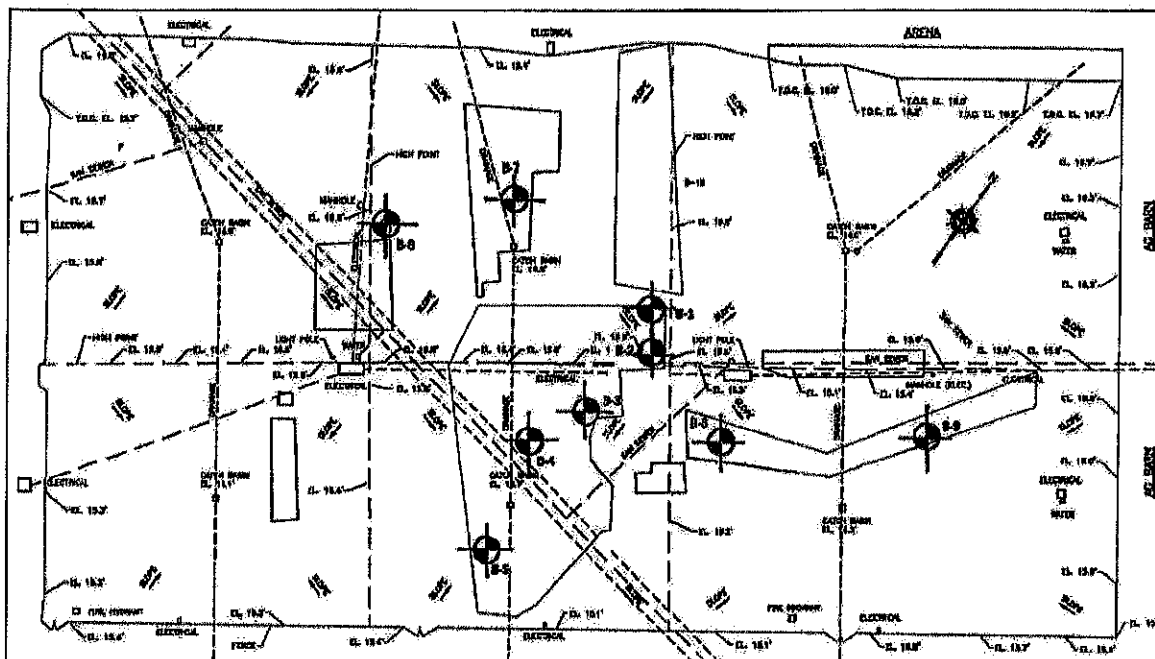
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 1 – SEL File 24102

YR/nb



SEL GEOTECHNICAL
ENVIRONMENTAL
MATERIALS TESTING

Report Number 24102



**FORD PARK PAVING REHABILITATION
BEAUMONT, TEXAS**

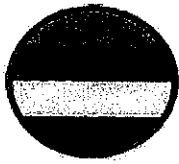
BORING PLAN

FEBRUARY 2023

NOT TO SCALE



LOG OF BORING												
Project:		Ford Park Paving Rehabilitation Beaumont, Texas		Project No: 24102								
Boring Number:		B-1		Date of Report: 02/08/2024								
Location:		See Boring Plan		Date of Boring: 02/01/2024								
Dry Auger:		0 to 3 Feet		Authorization: Ms. Michelle Falgout, P.E.								
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	SHEAR STRENGTH	
											POCKET PENETROMETER (TSF)	UNCONFINED COMPRESSIVE STRENGTH (TSF)
				0" Asphalt and 3" Base								
				Dark Gray CLAY CH	37	80	78	27	51		0.75	0.50
3				Bottom at 3 Feet								
				1. No water was encountered during drilling. 2. Bore hole dry upon completion.								



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ENVIRONMENTAL
MATERIALS TESTING

LOG OF BORING

Project: Förd Park Paving Rehabilitation
Beaumont, Texas

Boring Number: B-2

Location: See Boring Plan

Dry Auger: 0 to 3 Feet

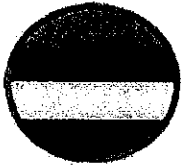
Project No: 24102

Date of Report: 02/08/2024

Date of Boring: 02/01/2024

Authorization: Ms. Michelle Falgout, P.E.

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	SHEAR STRENGTH	
											POCKET PENETROMETER (TSF)	UNCONFINED COMPRESSIVE STRENGTH (TSF)
				0.25" Asphalt and 4.5" Base								
				Dark Gray CLAY								
				CH	36	87	80	27	53		0.65	0.80
3				Bottom at 3 Feet								
				1. No water was encountered during drilling.								
				2. Bore hole dry upon completion.								



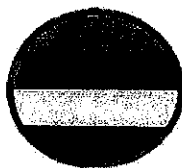
SEL GEOTECHNICAL
ENVIRONMENTAL
MATERIALS TESTING

LOG OF BORING

Project: Ford Park Paving Rehabilitation
Beaumont, Texas
Boring Number: B-3
Location: See Boring Plan
Dry Auger: 0 to 3 Feet

Project No: 24102
Date of Report: 02/08/2024
Date of Boring: 02/01/2024
Authorization: Ms. Michelle Falgout, P.E.

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	SHEAR STRENGTH	
											POCKET PENETROMETER (TSF)	UNCONFINED COMPRESSIVE STRENGTH (TSF)
				0" Asphalt and 3" Base								
				Dark Gray CLAY								
				CH	37	78	100	35	65		0.85	0.60
3				Bottom at 3 Feet								
				1. No water was encountered during drilling.								
				2. Bore hole dry upon completion.								



SEL GEOTECHNICAL
ENVIRONMENTAL
MATERIALS TESTING

LOG OF BORING

Project: Ford Park Paving Rehabilitation Beaumont, Texas		Project No: 24102	
Boring Number: B-4		Date of Report: 02/08/2024	
Location: See Boring Plan		Date of Boring: 02/01/2024	
Dry Auger: 0 to 3 Feet		Authorization: Ms. Michelle Falgout, P.E.	

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	SHEAR STRENGTH	
											POCKET PENETROMETER (TSF)	UNCONFINED COMPRESSIVE STRENGTH (TSF)
				0.25" Asphalt and 4.5" Base								
				Dark Gray CLAY								
				CH	42	74	105	34	71		0.66	0.40
3				Bottom at 3 Feet 1. No water was encountered during drilling. 2. Bore hole dry upon completion.								



SEL GEOTECHNICAL
ENVIRONMENTAL
MATERIALS TESTING

LOG OF BORING

Project: Ford Park Paving Rehabilitation
Beaumont, Texas

Boring Number: B-5

Location: See Boring Plan

Dry Auger: 0 to 3 Feet

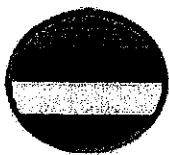
Project No: 24102

Date of Report: 02/08/2024

Date of Boring: 02/01/2024

Authorization: Ms. Michelle Falgout, P.E.

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	SHEAR STRENGTH	
											POCKET PENETROMETER (TSF)	UNCONFINED COMPRESSIVE STRENGTH (TSF)
				0.5" Asphalt and 5" Base								
				Dark Gray CLAY								
				CH	40	75	95	30	65		0.65	0.40
3				Bottom at 3 Feet								
				1. No water was encountered during drilling.								
				2. Bore hole dry upon completion.								

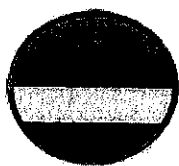


SEL GEOTECHNICAL
ENVIRONMENTAL
MATERIALS TESTING

LOG OF BORING

Project: <u>Ford Park Paving Rehabilitation Beaumont, Texas</u>	Project No: <u>24102</u>
Boring Number: <u>B-6</u>	Date of Report: <u>02/08/2024</u>
Location: <u>See Boring Plan</u>	Date of Boring: <u>02/01/2024</u>
Dry Auger: <u>0</u> to <u>3</u> Feet	Authorization: <u>Ms. Michelle Falgout, P.E.</u>

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	SHEAR STRENGTH		
												POCKET PENETROMETER (TSF)	UNCONFINED COMPRESSIVE STRENGTH (TSF)	
				0.5' Asphalt and 4.75' Base Dark Gray CLAY	CH	36	79	81	27	54		0.75	0.40	
3				Bottom at 3 Feet 1. No water was encountered during drilling. 2. Bore hole dry upon completion.										

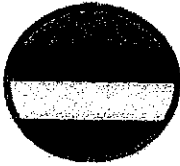


SEL GEOTECHNICAL
ENVIRONMENTAL
MATERIALS TESTING

LOG OF BORING

Project: Ford Park Paving Rehabilitation
Beaumont, Texas
Project No: 24102
Boring Number: B-7
Date of Report: 02/08/2024
Location: See Boring Plan
Date of Boring: 02/01/2024
Dry Auger: 0 to 3 Feet
Authorization: Ms. Michelle Falgout, P.E.

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	SHEAR STRENGTH	
											POCKET PENETROMETER (TSF)	UNCONFINED COMPRESSIVE STRENGTH (TSF)
				0.12' Asphalt and 4.25" Base								
				Dark Gray CLAY								
				CH	39	77	95	29	66		0.75	0.40
3				Bottom at 3 Feet								
				1. No water was encountered during drilling.								
				2. Bore hole dry upon completion.								



SEL GEOTECHNICAL
ENVIRONMENTAL
MATERIALS TESTING

LOG OF BORING

Project: Ford Park Paving Rehabilitation
Beaumont, Texas

Boring Number: B-B

Location: See Boring Plan

Dry Auger: 0 to 3 Feet

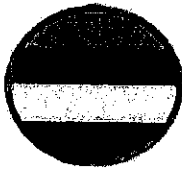
Project No: 24102

Date of Report: 02/08/2024

Date of Boring: 02/01/2024

Authorization: Ms. Michelle Falgout, P.E.

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	SHEAR STRENGTH	
											POCKET PENETROMETER (TSF)	UNCONFINED COMPRESSIVE STRENGTH (TSF)
				0.5" Asphalt and 4" Base								
				Dark Gray CLAY								
				CH	40	80	69	24	45		0.65	0.40
3				Bottom at 3 Feet								
				1. No water was encountered during drilling.								
				2. Bore hole dry upon completion.								



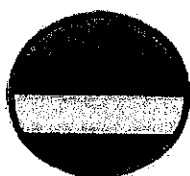
SEL GEOTECHNICAL
ENVIRONMENTAL
MATERIALS TESTING

LOG OF BORING

Project: Ford Park Paving Rehabilitation
Beaumont, Texas
Boring Number: B-9
Location: See Boring Plan
Dry Auger: 0 to 3 Feet

Project No: 24102
Date of Report: 02/08/2024
Date of Boring: 02/01/2024
Authorization: Ms. Michelle Falgout, P.E.

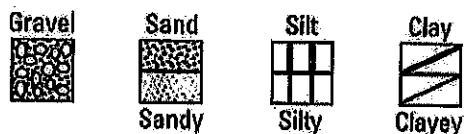
DEPTH, FEET	SYMBOL	SAMPLE	BLOWS PER FOOT	STRATUM DESCRIPTION	WATER CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX (PI)	PERCENT PASSING NO. 200 SIEVE	SHEAR STRENGTH	
											POCKET PENETROMETER (TSF)	UNCONFINED COMPRESSIVE STRENGTH (TSF)
				0" Asphalt and 2.5" Base								
				Dark Gray CLAY								
				CH	34	82	81	27	54		0.75	0.60
3				Bottom at 3 Feet								
				1. No water was encountered during drilling.								
				2. Bore hole dry upon completion.								



SEL GEOTECHNICAL
ENVIRONMENTAL
MATERIALS TESTING

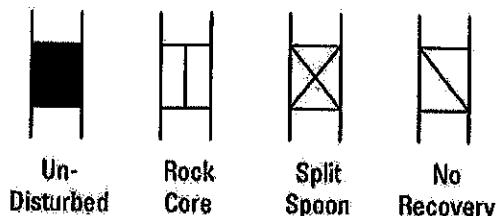
KEY TO SOIL CLASSIFICATION AND SYMBOLS

SOIL TYPE



Predominant type shown heavy

SAMPLE TYPE

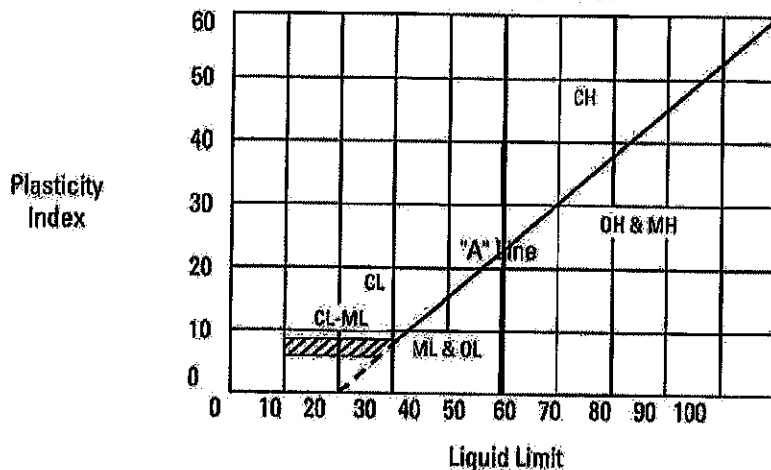


SOIL GRAIN SIZE

U.S. Standard Sieve

	6"	3"	3/4"	4	10	40	200		
Boulders	Cobbles	Gravel			Sand			Silt	Clay
		Coarse	Fine	Coarse	Medium	Fine			
152	76.2	19.1	4.75	2.00	0.420	0.075	0.002 (mm)		

PLASTICITY CHART



CONSISTENCY OF COHESIVE SOILS

RELATIVE DENSITY OF COHESIONLESS SOILS

Penetration Resistance, blows per foot	Consistency	Cohesion TSF	Plasticity Index	Degree of Plasticity	Penetration Resistance, blows per foot	Relative 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				

P.O.Box 2048 Nederland, Texas 77627 Ph: (409) 982-0686 Fax: (409) 982-0619

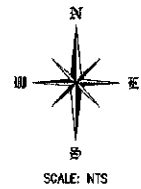
Email: yousef@science-engineer.com

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

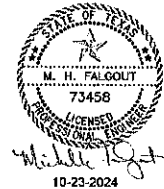
JEFFERSON COUNTY
ENGINEERING DEPARTMENT

PLANS OF PROPOSED
DOGGETT FORD PARK MIDWAY
ASPHALT REHABILITATION



PLAN—MIDWAY @ DOGGETT FORD PARK
 SCALE: NTS

(FB 24-085MR) Jefferson County Doggett Park Midway Rehabilitation



JEFFERSON COUNTY ENGINEERING DEPARTMENT JEFFERSON COUNTY COURTHOUSE 415 SOUTH CENTRAL STREET, SUITE 4000 COLUMBIA, TENNESSEE 37604	
PHONE: 609-435-3500 FAX: 609-801-8739 PROJECT: DOGGETT FORD PARK MIDWAY ASPHALT REHABILITATION	
SHEET 1 OF 9 DRAWN BY: G.S. CHECK BY: H.F.	SHEET: TITLE SHEET PROJECT LOCATION Page 114 of 122

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 locales 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) 859-7036 Rendall Jeanings	Energy Distribution North 11th Street Beaumont, Texas 77701 (409) 785-2136 Brian Cross	CenterPoint Energy/Entex 6992 College Street Beaumont, Texas 77707 (409) 880-7113 Tara Hunter
Spectrum 802 N. Hwy 39 Nederland, Texas 77827 (409) 720-5513 Michael Ward	Jefferson County Engineering Dept (409) 835-6684 Michelle Falgout	Doggett Ford Park Oak View Group (409) 291-0157 Lance Rosenburg
Jefferson County Practical #4 (409) 213-3438 Mifon Zachary	City of Beaumont City Engineer 409-360-3725 Molly Villareal	Doggett Ford Park Oak View Group Dustin DeLeon (409) 499-6832

- 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 herein 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, these 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 logs, area lighting poles, electrical bases, 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 the 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 Fabio Kistner. The contractor will contract with Fabio 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 PIs (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 Design 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 obtain 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. Stationmark 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.



10-23-2024

Michelle Falgout

JEFFERSON COUNTY ENGINEERING DEPARTMENT JEFFERSON COUNTY COURTHOUSE 814 PINE STREET, SUITE 100 BEAUMONT, TEXAS 77705	
PHONE: (409) 835-3438	FAX: (409) 835-3229
PROJECT: DOGGETT FORD PARK MIDWAY ASPHALT REHABILITATION	
SHEET 2 OF 9	SHEET
CREATED BY: G.N.	GENERAL NOTES AND SPECIFICATIONS
CHK'D BY: M.E.	Page 11 of 22

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 to 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 plain 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 lock 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.

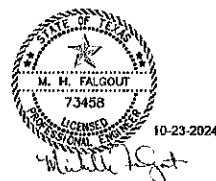
ITEM 600: MOBILIZATION

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 602: 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 602.
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:

Support Feet	Minimum Thickness
Less Than 1.6	0.060 inches
1.6 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 400 FORD STREET, SUITE 1000 COLUMBIANA, TEXAS 77016	
PHONE: (409) 338-2541	FAX: (409) 338-3118
PROJECT: DOGGETT FORD PARK MIDWAY ASPHALT REHABILITATION	
SHEET 3 OF 9	SHEET
DRAWN BY: G.K.	GENERAL NOTES AND SPECIFICATIONS
DATE: 06/11/24	Page 11 of 22

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 area scope of work. The Streets that are to be used as truck and vehicle routes shall be truck loaded 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 608: 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 centralize 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

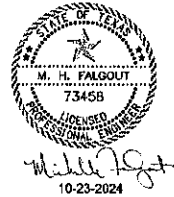


JEFFERSON COUNTY ENGINEERING DEPARTMENT JEFFERSON COUNTY COURTHOUSE 101 PALM STREET, SUITE 200 JEFFERSON, TEXAS 77320	
PROJECT: DAGGETT FORD PARK MIDWAY ASPHALT REHABILITATION	
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DRWN BY: G.K.	GENERAL NOTES AND SPECIFICATIONS
CHK'D BY: M.F.	Page 11 of 22

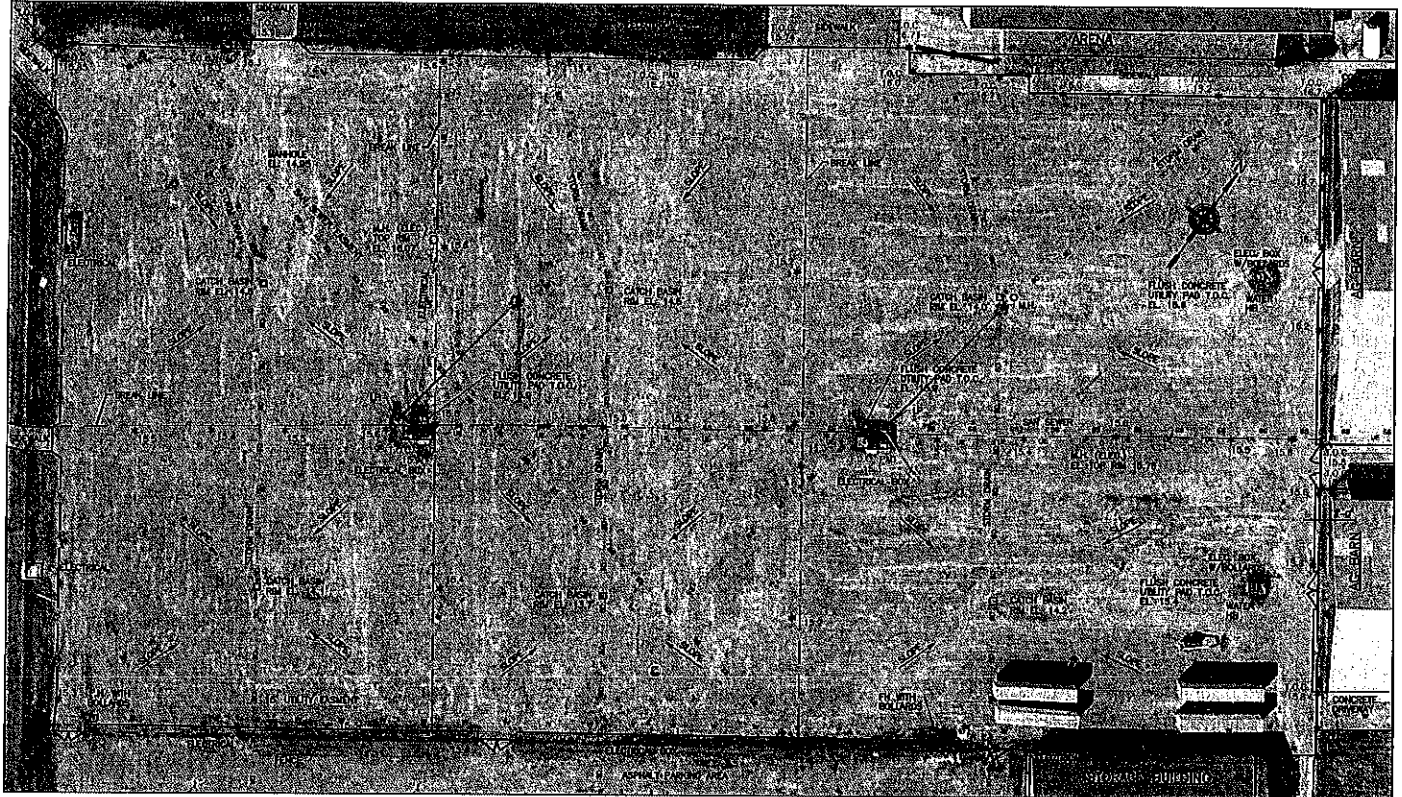
**JEFFERSON COUNTY
DOGGETT FORD PARK MIDWAY REHABILITATION PROJECT
QUANTITIES**

General Site Information
 SQUARE YARDS OF SURFACE (SY) 39,900.0
 EXCAVATION (INCHES) 2.25
 LIME STABILIZATION (INCHES) 8.0
 HMAC (INCHES) 2.00

Bid Item	TXDOT Item	BID ITEM DESCRIPTION	Estimated Quantities	Unit
1	640	MOBILIZATION (MAX 3%)	1	LS
2	110	EXCAVATION Excavate existing surface and Base (22.5" DEPTH) Stockpile on site	2494	CY
3	251	REWORKING BASE COURSE (8" DEPTH)	39900	SY
4	275	CEMENT TREATED SUBGRADE (8" Mix 4" deep) 8% (SY)	39900	SY
5	300	AEPPRIME (0.25 GALLONS/SY)	9975	GAL
6	340	DENSE GRADED HOT MIX ASPHALT 2 inches thick RG 7022 (20% RAP Allowed)	4608	TON
7	351	FLEXIBLE PAVEMENT SUBGRADE REPAIR	400	SY
8	402	BARRIAGES AND TRAFFIC PEDESTRIAN HANDLING	1	LS



JEFFERSON COUNTY ENGINEERING DEPARTMENT JEFFERSON COUNTY GOVERNMENT 115 Park Street, 2nd Floor Birmingham, TN 37603	
PROJECT: DOGGETT FORD PARK MIDWAY ASPHALT REHABILITATION	DATE: 10-23-2024
SHEET 5 OF 9	SHEET QUANTITIES
DESIGN BY: G.K.	DATE: 10-23-2024
CHECKED BY: M.F.	Page 11 of 22



LEGEND

- X X X FENCE
- SS SS SS SANITARY SEWER
- SD SD SD STORM DRAIN
- W W W WATER
- UE UE UE UNDERGROUND ELECTRICAL

IP LIGHT POLE
 (IFB 24-055/MAR) Jefferson County Roadway Park Midway Rehabilitation

EXIST. PLAN-MIDWAY @ FORD PARK
 SCALE 1"=40'

10-23-2024



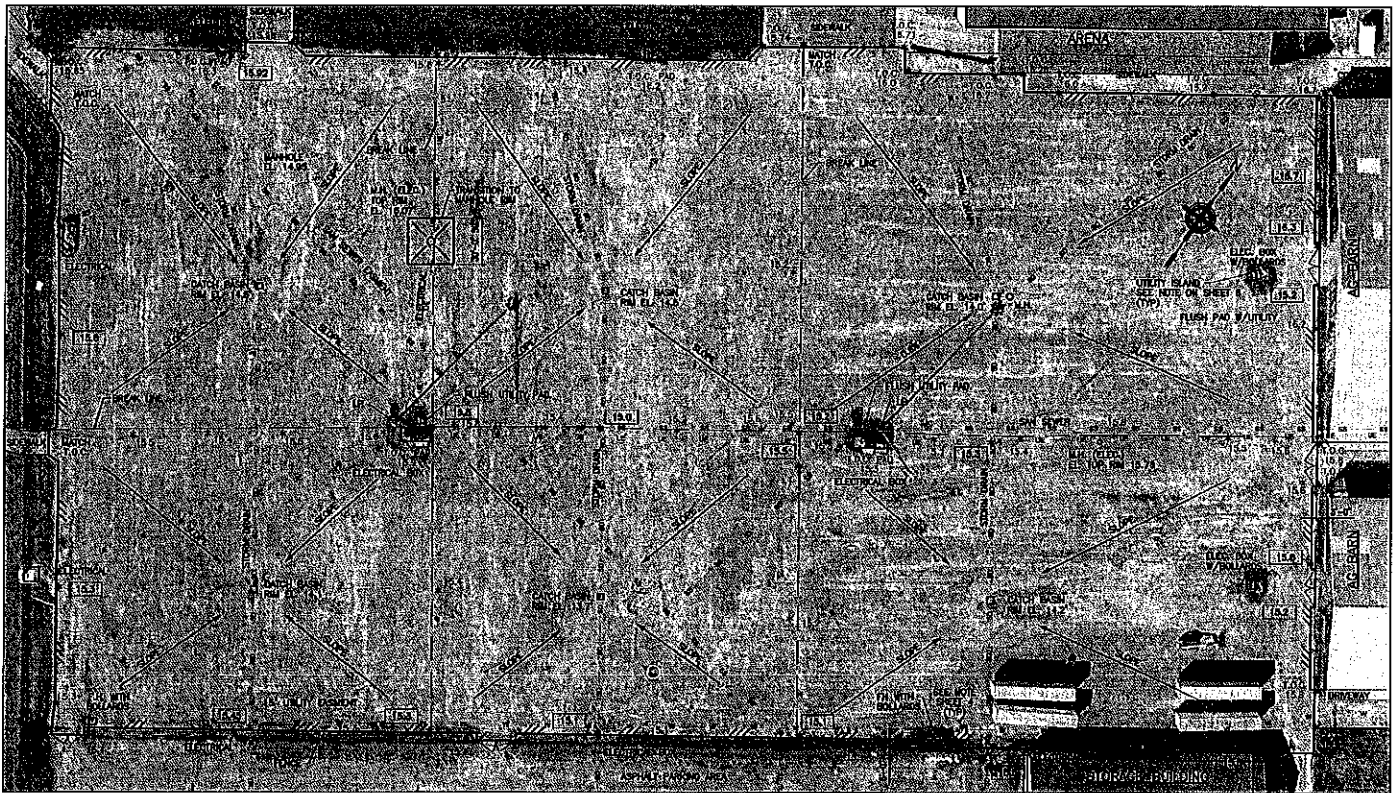
M. H. Falgout

* 00.00 EXISTING ELEVATION



SCALE: 1"=40'-0"

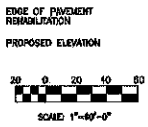
JEFFERSON COUNTY ENGINEERING DEPARTMENT	
JEFFERSON COUNTY COURTHOUSE 100 PARK STREET, COLUMBIA, MISSOURI 65201-1200 PHONE: 314-251-3378	
PROJECT: DODGETT FORD PARK MIDWAY ASPHALT REHABILITATION	DATE: 02/03/2024
SHEET 6 OF 9	SHEET EXIST PLAN
DRAWN BY: G.K.	DATE: 10/23/2024
CHECKED BY: M.F.	Page 11 of 22



LEGEND

x	x	x	FENCE
ss	ss	M	SEWER REVEN
sd	sd	SD	STORM DRAIN
w	w	w	WATER
ue	ue	ue	UNDERGROUND ELECTRICAL
LP			LIGHT POLE

(FB 24-065/MR) Jefferson County, Oregon
 Park Midway Rehabilitation
 P.C. 11/20/21



PROPOSED PLAN-MIDWAY @ FORD PARK
 SCALE: 1"=90'

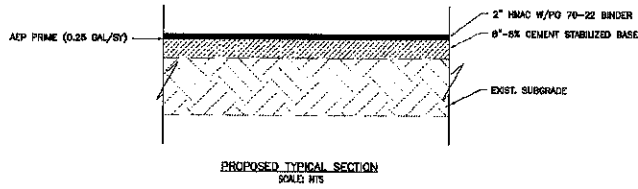
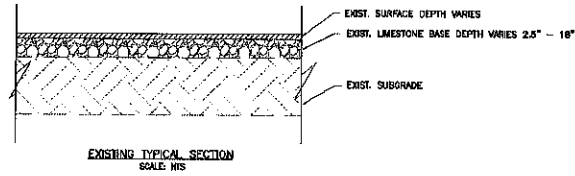
NOTES:

- 1) MATCH ALL EXIST. SIDEWALK, DRIVEWAY GRADES, TOPS OF INLETS & FLUSH UTILITY PADS
- 2) MATCH EXISTING GRADES IN GRASSY AREA & OTHER EXISTING NATURAL GRADE ELEVATIONS.
- 3) CONTRACTOR TO UNIFORMLY GRADE ALL AREAS TO DRAIN TO EXISTING INLETS.
- 4) MATCH EXISTING ASPHALT ELEVATIONS AT STORAGE BUILDING & ELECTRICAL BOX FOUNDATIONS.

Michelle To

10-23-2024

JEFFERSON COUNTY ENGINEERING DEPARTMENT JEFFERSON COUNTY COURTHOUSE 100 FIFTH STREET, SUITE 200 SHERBORN, OREGON 97139	
PROJECT: DOUGLASS FORD PARK MIDWAY ASPHALT REHABILITATION	DATE: 10/23/2024
SHEET 7 OF 9	SHEET PROPOSED GRADING PLAN
CHK'D BY: M.F.	Page 12 of 22

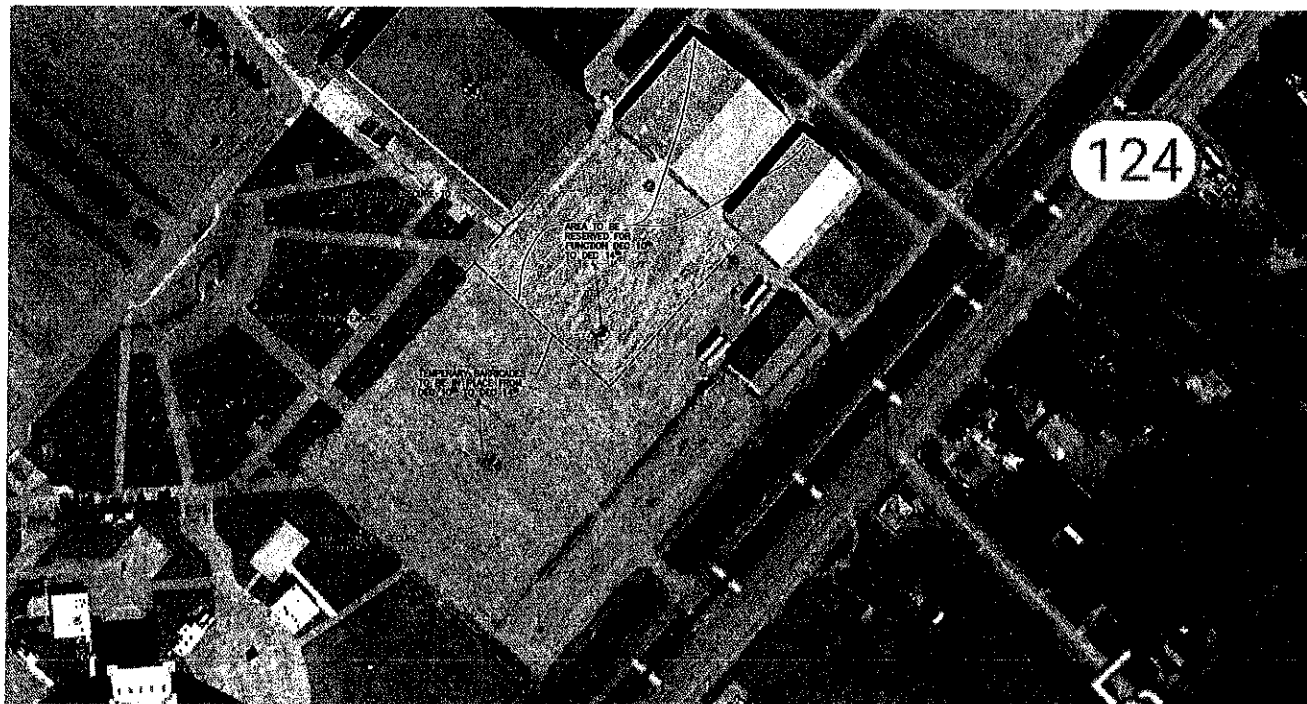


- NOTES:
 1) SEE GEOTECHNICAL REPORTS FOR EXISTING MATERIALS INFORMATION.
 2) CONTRACTOR SHALL PERFORM ANY HAND WORK NECESSARY TO PROVIDE THE REQUIRED SECTIONS AROUND ALL UTILITY ISLAND AREAS, FIRE HYDRANTS, SOLLARDS, ELECTRICAL PADS, LIGHT POLE STANDS, BUILDING FOUNDATIONS, ETC.



Michelle J. Galt

JEFFERSON COUNTY ENGINEERING DEPARTMENT Jefferson County Courthouse 604 East Third Street Birmingham, TN 37603	
PROJECT: DOUGGETT FORD PARK MIDWAY ANNUAL REHABILITATION	
SHEET 8 OF 9	SHEET DETAILS
DATE: 6/11	G.K.
CHK'D BY: M.F.	Page 12 of 22



PLAN-TEMPERARY FENCING AND BARRICADES
SCALE: 87%
10-23-2024

- NOTES:
- 1) CONTRACTOR TO PROVIDE ORANGE SAFETY FENCING TO THE LIMITS SHOWN. SAFETY FENCES 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 BARN AS NOTED.



Michelle J. Got

JEFFERSON COUNTY ENGINEERING DEPARTMENT JEFFERSON COUNTY COURTHOUSE 504 STATE STREET, SUITE 1000 PLANO, TEXAS 77774	
PROJECT: DOBBETT FORD PARK MIDWAY ASPHALT REHABILITATION	
SHEET 9 OF 9	SHEET
OWNER: G.K.	FENCING AND BARRICADE PLAN
DATE: 10-23-2024	Page 122 of 22



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

October 23, 2024

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid (IFB 24-063/MR) **Jefferson County Mosquito Control Airplane**. Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/> or by calling 409-835-8593.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME: Jefferson County Mosquito Control Airplane
BID NUMBER: IFB 24-063/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

Any questions relating to these bid requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: mistey.reeves@jeffcotx.us. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: deb.clark@jeffcotx.us.

Jefferson County encourages Disadvantaged Business Enterprises (DBEs), Minority/Women Business Enterprises (M/WBEs), and Historically Underutilized Businesses (HUBs) to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment, or the provisions of services. Individuals requiring special accommodations are requested to contact our office at least seven (7) days prior to the bid due date at 409-835-8593.

All interested firms are invited to submit a bid in accordance with the terms and conditions stated in this bid.

Bidders are strongly encouraged to carefully read the entire invitation, as failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Deborah Clark

Deborah L. Clark, Purchasing Agent
 Jefferson County, Texas

PUBLISH:

The Examiner:

October 24, 2024 & October 31, 2024

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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. <https://www.co.jefferson.tx.us/Purchasing/>

Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT

By execution of this document, the Vendor accepts all general and special conditions of the contract as outlined below and, in the specifications, and plans.

1. BIDDING.

1.1 BIDS.

All bids must be submitted on the bid form furnished in this package.

1.2 AUTHORIZED SIGNATURES.

The bid must be executed personally by the Vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the Vendor shall accompany the bid to become a valid bid.

1.3 LATE BIDS.

Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

1.4 WITHDRAWAL OF BID PRIOR TO OPENING.

A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the Bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

1.5 WITHDRAWAL OF BID AFTER OPENING.

Bidder agrees that its offer may not be withdrawn or cancelled by the Vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

1.6 BID AMOUNTS.

Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

1.7 EXCEPTIONS AND/OR SUBSTITUTIONS.

All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a Bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the Vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

1.8 ALTERNATES.

The Invitation for Bid and/or specifications may expressly allow Bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

1.9 DESCRIPTIONS.

Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

1.10 BID ALTERATIONS.

Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

1.11 TAX EXEMPT STATUS.

Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

1.12 QUANTITIES.

Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

1.13 BID AWARD.

Award of contract shall be made to the most responsible, responsive Bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended.

Jefferson County reserves the right to award based upon individual line items, sections or total bid.

1.14 SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS.

All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

1.15 ADDENDA.

Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

1.16 GENERAL BID BOND/SURETY REQUIREMENTS.

Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.17 GENERAL INSURANCE REQUIREMENTS.

Failure to furnish Affidavit of Insurance, if required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.18 RESPONSIVENESS.

A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to

required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

1.19 RESPONSIBLE STANDING OF BIDDER.

To be considered for award, Bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.

If any material in the bid submission is considered by Bidder to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Bidder), Bidder must clearly mark the applicable pages of bid submission to indicate each claim of confidentiality. Additionally, Bidder must include a statement on company letterhead identifying all Bid Submission section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire bid submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire bid submission subject to release under the Texas Public Information Act.

By submitting a bid, Bidder agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Bidder's bid submission or other information submitted by Bidder.

1.21 PUBLIC BID OPENING.

Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

2. PERFORMANCE.

2.1 DESIGN, STRENGTH, AND QUALITY.

Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

2.2 AGE AND MANUFACTURE.

All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

2.3 DELIVERY LOCATION.

All deliveries will be made to the address(es) specified on the purchase order during normal office working hours of 8:00 am CT to 4:00 pm CT, Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

2.4 DELIVERY SCHEDULE.

Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

2.5 DELIVERY CHARGES.

All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract are to be included in the bid price.

2.6 INSTALLATION CHARGES.

All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

2.7 OPERATING INSTRUCTIONS AND TRAINING.

Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County. Instructions and training shall be at no additional cost to the County.

2.8 STORAGE.

Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

2.9 COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS.

Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The Contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

2.10 OSHA.

The Bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful Bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful Bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

2.11 PATENTS AND COPYRIGHTS.

The successful Vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

2.12 SAMPLES, DEMONSTRATIONS, AND TESTING.

At Jefferson County's request and direction, Bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the Bidder/Vendor.

2.13 ACCEPTABILITY.

All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

2.14 MAINTENANCE.

Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced

accordingly.

2.15 MATERIAL SAFETY DATA SHEETS.

Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a Bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the Bidder to furnish this documentation, will be cause to reject any bid applying thereto.

2.16 EVALUATION.

Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves the right to contact any Bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. PURCHASE ORDERS AND PAYMENT.

3.1 PURCHASE ORDERS.

A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

3.2 INVOICES.

All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

3.3 PROMPT PAYMENT.

In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receive and acceptance by the County of the merchandise ordered and of a valid invoice. Successful Bidder(s) is required to pay Subcontractors within ten (10) days after the successful Bidder receives payment from the County.

3.4 FUNDING.

Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

4. CONTRACT.

4.1 CONTRACT DEFINITION.

The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful Bidder and Jefferson County.

4.2 CHANGE ORDER.

No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in

the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

4.3 PRICE RE-DETERMINATION.

A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The Bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

4.4 TERMINATION.

Jefferson County reserves the right to terminate the contract for default if the Bidder breached any of the terms therein, including warranties of Bidder or if the Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest Bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the Bidder in default.

4.5 CONFLICT OF INTEREST:

Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or Subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

4.6 INTEREST BY PUBLIC OFFICIALS.

No public official shall have interest in this contract, in accordance with Texas Local Government Code.

4.7 PRE-AWARD/CONTRACT CONTACT BETWEEN COUNTY AND VENDORS.

The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions may not be initiated by vendors.

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer.

Vendors shall not contact any Jefferson County personnel during the IFB process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.

All correspondence relating to this IFB, from advertisement to award shall be sent to the Jefferson County Purchasing Department. All presentations and/or meetings between Jefferson County and the vendor relating to this IFB shall be coordinated by the Jefferson County Purchasing Department.

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the

vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

4.8 INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE.

Successful vendor shall defend, indemnify and save harmless Jefferson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, Subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County growing out of such injury or damages.

4.9 WARRANTY.

The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

4.10 UNIFORM COMMERCIAL CODE.

The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

4.11 VENUE.

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas.

4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.

The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

4.13 SILENCE OF SPECIFICATIONS.

The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

5. REJECTION OR WITHDRAWAL.

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

6. EMERGENCY/DECLARED DISASTER REQUIREMENTS.

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the

- 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: <https://www.mbdadfw.com>

Email: admin1@mbdadallas.com

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: <https://www.sba.gov/district/houston>
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

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
<p>>\$250,000 (Simplified Acquisition Threshold)</p>	<p>Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by <u>41 U.S.C. 1908</u>, must address administrative, contractual, or legal remedies in instances where Contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.</p>	<p>2 CFR 200 APPENDIX II (A)</p>
<p>>\$10,000</p>	<p>All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.</p>	<p>2 CFR 200 APPENDIX II (B)</p>
<p>None</p>	<p>Equal Employment Opportunity. Except as otherwise provided under <u>41 CFR Part 60</u>, all contracts that meet the definition of "federally assisted construction contract" in <u>41 CFR Part 60-1.3</u> must include the equal opportunity clause provided under <u>41 CFR 60-1.4(b)</u>, 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 <u>41 CFR part 60</u>, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the Contractor agrees as follows:</p> <p>(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</p>	<p>2 CFR 200 APPENDIX II I and 41 CFR §60-1.4(b)</p>

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in

	<p>Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:</p> <p>Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.</p>	
<p>>\$2,000</p>	<p>Davis-Bacon Act, as amended (<u>40 U.S.C. 3141-3148</u>). 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 (<u>40 U.S.C. 3141-3144</u>, and <u>3146-3148</u>) as supplemented by Department of Labor regulations (<u>29 CFR Part 5</u>, "Labor Standards Provisions</p>	<p>2 CFR 200 APPENDIX II (D)</p>

	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 (<u>40 U.S.C. 3145</u>), as supplemented by Department of Labor regulations (<u>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"</u>). 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 (<u>40 U.S.C. 3701-3708</u>). 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 <u>40 U.S.C. 3702</u> and <u>3704</u> , as supplemented by Department of Labor regulations (<u>29 CFR Part 5</u>). Under <u>40 U.S.C. 3702</u> 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 <u>40 U.S.C. 3704</u> 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 <u>37 CFR § 401.2 (a)</u> 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 <u>37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,"</u> and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
>\$150,000	Clean Air Act (<u>42 U.S.C. 7401-7671q.</u>) and the Federal Water Pollution Control Act (<u>33 U.S.C. 1251-1387</u>), 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 (<u>42 U.S.C. 7401-7671q</u>) and the Federal 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).	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 (<u>31 U.S.C. 1352</u>) - 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 <u>31 U.S.C. 1352</u> . Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.216.	2 CFR 200 APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
>\$10,000	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at <u>40 CFR part 247</u> that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.	2 CFR 200.323
>\$100,000	<p><i>§135.38 Section 3 clause</i> <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p> <p>A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p>	

	<p>C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p> <p>D. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any Subcontractor where the Contractor has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 CFR part 135.</p> <p>E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.</p> <p>F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.</p> <p>G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).</p>	
<p>None</p>	<p>Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their Contractors and Subcontractors, may not obligate or expend any FEMA award funds to:</p> <p>Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:</p> <ul style="list-style-type: none"> (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered 	<p>2 CFR 200.216</p>

	<p>telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in <u>Public Law 115-232</u>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).</p> <p>(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).</p> <p>(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.</p> <p>(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.</p> <p>(b) In implementing the prohibition under <u>Public Law 115-232</u>, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.</p> <p>(c) See <u>Public Law 115-232</u>, section 889 for additional information.</p> <p>(d) See also <u>§ 200.471</u>.</p>	
None	<p>As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:</p> <p>(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.</p> <p>(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.</p>	2 CFR 200.322(a)(b)(1) (2)
None	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	<p>The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.</p>	2 CFR 200.336
None	<p>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <ol style="list-style-type: none"> (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	<p>Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:</p> <ol style="list-style-type: none"> (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

	<p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.</p> <p>(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p> <p>(2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p>	
None	<p>CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 2270.0052, 2270.0102, or 2270.0152. In accordance with Texas Government Code, Chapter 2252, Subchapter F, Respondent hereby represents and warrants that it is not a company identified on the lists prepared and maintained under Texas Government Code §§ 2270.0052 (companies with business operations in Sudan), 2270.0102 (companies with business operations in Iran), or 2270.0152 (companies known to have contracts with or provide supplies or services to a foreign terrorist organization). Notwithstanding the foregoing, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or to a foreign terrorist organization, is not subject to contract prohibition under this clause. A company claiming such exemption must submit the official copy of the declaration.</p>	Texas Government Code 2252.152
>\$100,000	<p>PROVISION REQUIRED IN CONTRACT. (a) This section applies only to certain solicitations and contracts. Section 2271.002 of the Texas Government Code states the following:</p> <p>(a) This section applies only to a contract that:</p> <p>(1) is between a governmental entity and a company with 10 or more full-time employees; and</p> <p>(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.</p> <p>(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:</p>	Texas Government Code 2271.002

	(1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Section 2271.001(2) of the Government Code defines "company" to be the meaning assigned by Section 808.001 of the Texas Government Code, except that the term does not include a sole proprietorship.	
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of federal funds. If no such funds are awarded, the contract shall terminate.	Optional
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201
	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.

BYRD ANTI-LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor Middleton Aircraft 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

Chris Cobb, President

 Name and Title of Contractor's Authorized Official

10/23/29

 Date

REQUIRED FORM

**Bidder: Please complete this form
and include with bid submission.**

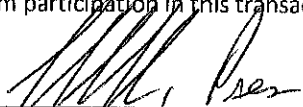
DEBARMENT/SUSPENSION CERTIFICATION

Non-Federal entities and Contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E .O.) 12549 "Debarment" requires that all Contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and <https://acquisition.gov/far/index.html> see section 52.209-6.

The Contractor Med-Contract Aircraft Corp certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.



Signature of Contractor's Authorized Official

Chris Cobb, President

Name and Title of Contractor's Authorized Official

10/23/2024

Date

REQUIRED FORM
Bidder: Please complete this form
and include with bid submission.

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. **EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)**

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

During the performance of this contract, the Contractor agrees as follows:

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- 4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

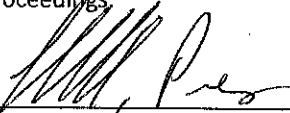
CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

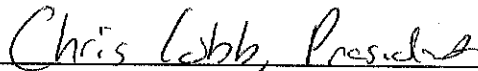
The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

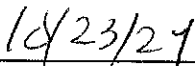
The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.



Signature of Contractor's Authorized Official



Name and Title of Contractor's Authorized Official



Date

REQUIRED FORM

**Bidder: Please complete this form
and include with bid submission.**

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

The following requirements and instructions supersede General Requirements where applicable.

1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

One (1) Original and two (2) Bid Copies; with all copies to include a Completed Copy of this Specifications Packet (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, 1st Floor
Beaumont, TX 77701

BID PACKAGING: Bidder shall submit response in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope or box shall also include the IFB Number, IFB Name, IFB Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

All submissions must be received by 11:00 am CT, Wednesday, 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.

COURTHOUSE SECURITY: All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver proposals must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal. Mondays and Tuesdays are particularly heavy days.

In response to the Covid-19 pandemic, Jefferson County has implemented precautionary measures as currently recommended by the CDC within its facilities. Bidders are strongly urged to plan accordingly.

COUNTY HOLIDAYS (2024):

January 15	(Monday)	Martin Luther King, Jr. Day
March 29	(Friday)	Good Friday
May 27	(Monday)	Memorial Day
June 19	(Wednesday)	Juneteenth
July 4	(Thursday)	Independence Day
September 2	(Monday)	Labor Day
November 11	(Monday)	Veteran's Day
November 28 & 29	(Thursday & Friday)	Thanksgiving
December 25 & 26	(Wednesday & Thursday)	Christmas
January 1, 2025	(Wednesday)	New Year's

Submissions During Time of Inclement Weather, Disaster, or Emergency:

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the IFB closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of Statements of Qualifications will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

2. PRE-BID MEETING AND WALK-THROUGH.

Due to the nature of this Bid, a Pre-Bid Conference will not be held for this project.

3. QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to **Mistey Reeves, Assistant Purchasing Agent** at: mistey.reeves@jeffcotx.us. If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at: deb.clark@jeffcotx.us. The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, Friday, November 8, 2024.


4. VENDOR REGISTRATION (System for Award Management).

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: <https://www.sam.gov>

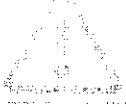
In instances where a vendor has either an "Inactive" SAM Registration or is not currently registered with the System for Award Management, the Purchasing Department may initially accept proof (printout from the SAM website) that the vendor has begun the registration process in order for the IFB/RFQ/RFP submission to be considered as "responsive" to the specifications for the project.

However, the SAM Registration must be completed (showing "active" status, with no exclusions) prior to the award and/or execution of an agreement or contract for the project.

BIDDER: INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT (SAM) BEHIND THIS PAGE.

 An official website of the United States government
Here's how you know

You have 2 new alerts
Show / Hide Alerts



< Entity Workspace



Get Started

Show Workspace For
Non-Federal Entities

Non-Federal Entities

BioPreferred Reporting

Service Contract Reporting

Filter By

Keyword

Entity

Status

Expiration Date

FSD Number

Address Update



< 1 of 1 >

Results per page

25

Sort by

Expiration Date Ascending

MID-CONTINENT AIRCRAFT CORPORATION

Inactive Registration



Unique Entity ID:

GELJVCHTA7Y4

CAGE/NCAGE:

9R371

Doing Business As:

MID CONTINENT INSURANCE

Physical Address:

1601 HIGHWAY 84

HAYTI, MO 63851-1944 USA

Purpose of Registration:

All Awards

*Expiration
Date*

Jan 22, 2009

Open Cases



MID -CONTINENT AIRCRAFT CORPORATION

Submitted Registration



Unique Entity ID:
GELJVCHTA7Y4

CAGE/NCAGE:
9R371

Doing Business As:
(blank)

Physical Address:
**1601 E Highway 84
Hayti, MO 63851-1944 USA**

Purpose of Registration:
All Awards

*Expiration
Date*

(blank)

TIN...

CAGE...



Feedback

Our Website

Our Partners

Policies

Customer Service



WARNING

This is a U.S. General Services Administration Federal Government computer system that is **"FOR OFFICIAL USE ONLY."** This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

This system contains Controlled Unclassified Information (CUI). All individuals viewing, reproducing or disposing of this information are required to protect it in accordance with 32 CFR Part 2002 and GSA Order CIO 2103.2 CUI Policy.

SAM.gov

**An official website of the U.S. General Services
Administration**

5. FORM 1295 (Texas Ethics Commission) SUBMISSION REQUIREMENT/INSTRUCTIONS FOR BIDDERS.

All Non-Exempt Bidders are required to submit a completed FORM 1295 with bid submission.

1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.

Vendors must enter the required information on Form 1295, and print a copy of the completed form.

The form will include a certification of filing that will contain a unique certification number.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department with bid submission.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A sample of a completed FORM 1295 is included on **PAGE 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?

Answer: No. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application. Although the TEC does not capture the date of birth and street address of the signatory, the contracting state agency or governmental agency will have a physical copy of the form that includes the date of birth and address of the signatory. The TEC cannot answer whether the contracting state agency or governmental agency may release such information. Questions regarding the Texas Public Information Act may be directed to the Office of the Attorney General. See also *Paxton v. City of Dall.*, No. 03-13-00546-CV, 2015 Tex. App. LEXIS 5228, at *10-11 (App.—Austin May 22, 2015) (mem. op.) (pet. denied) (available here)

FORM 1295 EXEMPTIONS:

What type of contracts are exempt from the Form 1295 filing requirement under the amended law?

The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement.

A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

SAMPLE COMPLETED FORM 1295

VENDOR: FORM 1295 MUST BE COMPLETED/SUBMITTED ON TEXAS ETHICS COMMISSION WEBSITE. HARD COPY OF FORM 1295 IS TO BE PRINTED, COMPLETED, SIGNED, AND SUBMITTED WITH BID/PROPOSAL/AGREEMENT/CONTRACT. JEFFERSON COUNTY WILL CONFIRM RECEIPT OF COMPLETED HARD COPY WITH THE TEXAS ETHICS COMMISSION.

CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. VENDOR: ENTER YOUR BUSINESS NAME, CITY, STATE, AND COUNTRY HERE		Must file online at www.ethics.state.tx.us/File	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. JEFFERSON COUNTY, TEXAS			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. VENDOR: ENTER BID/PROPOSAL/CONTRACT/AGREEMENT REF# AND TITLE HERE			
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIES.		Controlling X	Intermediary
VENDOR: WORKERS (OR NON-OWNERS) IN YOUR COMPANY ARE INTERMEDIARY PARTIES.			X
5 Check only if there is NO Interested Party.		CHECK BELOW IF APPLICABLE <input type="checkbox"/>	
6 UNSWORN DECLARATION VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION.			
My name is _____, and my date of birth is _____.			
My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)			
I declare under penalty of perjury that the foregoing is true and correct.			
Executed in _____ County, State of _____, on the _____ day of _____, 20____. <div style="text-align: right; margin-right: 50px;"> (month) (year) </div>			
_____ 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.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Mid-Continent Aircraft Corporation
Hayti, MO United States

Certificate Number:
2024-1230201

Date Filed:
10/23/2024

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Jefferson County, Texas

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

IFB 24-063/MR
Airplane

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Chris, Cobb	Caruthersville, MO United States	X	
	Stokes, Dennie	Earle, AR United States	X	

5 Check only if there is NO Interested Party.

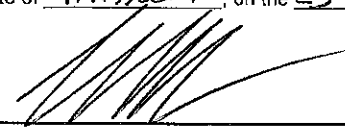
6 UNSWORN DECLARATION

My name is Chris Cobb, and my date of birth is 4/23/1969

My address is 116 Maryland Dr, Caruthersville, MO 63830
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Pemiscot County, State of Missouri, on the 23 day of October, 2024.
(month) (year)



Signature of authorized agent of contracting business entity (Declarant)

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS (CONTINUED)**6. MULTIPLE VENDOR AWARD.**

Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

7. DELIVERY.

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the Contractor, at the discretion of, and at no additional charge to, Jefferson County.

8. PAYMENT.

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

Invoices shall be submitted to:

Jefferson County Auditing Department
Attention: Accounts Payable
1149 Pearl Street, 7th floor
Beaumont, TX 77701.

9. USAGE REPORTS.

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

10. INSURANCE.

The Contractor (including any and all Subcontractors as defined in Section 11.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the Contractor. These requirements do not establish limits of the Contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations	\$1,000,000
Excess Liability	\$1,000,000

Property Insurance (policy below that is applicable to this project):

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation

Statutory Coverage (See Section 9 Below)

11. WORKERS' COMPENSATION INSURANCE

11.1 Definitions:

- 11.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
- 11.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.
- 11.1.3 **Persons providing services on the project ("Subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, Subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- 11.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.
- 11.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – **refer to Section 10 above.**
- 11.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- 11.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - 11.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 11.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
- 11.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 11.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 11.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

- 11.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 11.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
 - 11.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
 - 11.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - 11.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 11.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 11.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
 - 11.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - 11.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - 11.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 11.1. – 11.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 11.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 11.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

BIDDER: INSERT COPY OF CERTIFICATE OF INSURANCE (COI) BEHIND THIS PAGE.

Note: For bid purposes, a general COI will suffice. However, a COI that includes the notation that "Jefferson County as an additional insured" will be required from Awarded Bidder(s) prior to the issuance of a Purchase Order.

Certificate of Insurance



THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.
THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY
MID-CONTINENT AIRCRAFT CORPORATION

 P.O. BOX 540

HAYTI, MO 63851

COMPANIES AFFORDING COVERAGES	
COMPANY LETTER	A Starr Indemnity and Liability Company
COMPANY LETTER	B
COMPANY LETTER	C
COMPANY LETTER	D
COMPANY LETTER	E

NAME AND ADDRESS OF INSURED
 Air Aids, Inc. aka Stokes Flying Service, Mid-Continent Aircraft Corporation, and Landry Aero
 P.O. Box 540
 Hayti, MO 63851

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. 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.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY PERIOD	LIMITS OF LIABILITY		
				EACH OCCURRENCE	AGGREGATE	
	GENERAL LIABILITY <input type="checkbox"/> COMPREHENSIVE FORM <input type="checkbox"/> PREMISES-OPERATIONS <input type="checkbox"/> Incidental Medical Malpractice <input type="checkbox"/> Personal/Advertising Injury <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD <input type="checkbox"/> CONTRACTUAL INSURANCE <input type="checkbox"/> BROAD FORM PROPERTY DAMAGE <input type="checkbox"/> INDEPENDENT CONTRACTORS <input type="checkbox"/> PERSONAL INJURY			BODILY INJURY \$ PROPERTY DAMAGE \$ BODILY INJURY AND PROPERTY DAMAGE COMBINED \$ PERSONAL INJURY \$		
	AUTO. LIABILITY <input type="checkbox"/> COMPREHENSIVE FORM <input type="checkbox"/> OWNED <input type="checkbox"/> HIRED <input type="checkbox"/> NON-OWNED			BODILY INJURY (EACH PERSON) \$ BODILY INJURY (EACH ACCIDENT) \$ PROPERTY DAMAGE \$ BODILY INJURY AND PROPERTY DAMAGE COMBINED \$		
A	Workers' Compensation & Employers Liability. The proprietor/partners/executive officers are: Included <input checked="" type="checkbox"/> Excluded <input type="checkbox"/>	100 0005843	4/6/24 - 25	STATUTORY LIMITS		
	<input type="checkbox"/>			Each Accident	\$1,000,000	
				Disease-Policy Limit	\$1,000,000	
				Disease-Each Employee	\$1,000,000	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

Cancellation: Should any of the above described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the below named certificate holder, but failure to mail such notices shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER
 Jefferson County, its officers, employees and agents
 1149 Pearl Street
 Beaumont, TX 77701

DATE ISSUED: 10/25/24

 AUTHORIZED REPRESENTATIVE

Certificate of Insurance



THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY

MID-CONTINENT AIRCRAFT CORPORATION

P.O. BOX 540

HAYTI, MO 63851

NAME AND ADDRESS OF INSURED

Air Aids, Inc. aka Stokes Flying Service, Mid-Continent Aircraft Corporation, and Landry Aero
P.O. Box 540
Hayti, MO 63851

COMPANIES AFFORDING COVERAGES

COMPANY LETTER **A** National Union Fire Insurance Co of Pittsburgh, PA

COMPANY LETTER **B**

COMPANY LETTER **C**

COMPANY LETTER **D**

COMPANY LETTER **E**

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. 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.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY Period	LIMITS OF LIABILITY		
					EACH OCCURRENCE	AGGREGATE
A	GENERAL LIABILITY <input type="checkbox"/> COMPREHENSIVE FORM <input checked="" type="checkbox"/> PREMISES-OPERATIONS <input type="checkbox"/> Incidental Medical Malpractice <input type="checkbox"/> Personal/Advertising Injury <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD <input type="checkbox"/> CONTRACTUAL INSURANCE <input type="checkbox"/> BROAD FORM PROPERTY DAMAGE <input type="checkbox"/> INDEPENDENT CONTRACTORS <input type="checkbox"/> PERSONAL/ADVERTISING INJURY	AP3398776-24	12/31/23 - 24	BODILY INJURY	\$	\$
				PROPERTY DAMAGE	\$	\$
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 5,000,000	\$
				PERSONAL INJURY		\$
A	<input checked="" type="checkbox"/> Products & Completed Ops	AP3398776-24	12/31/23 - 24	\$2,000,000 Occurrence/\$2,000,000 Aggregate		
A	<input checked="" type="checkbox"/> Hangarkeepers	AP3398776-24	12/31/23 - 24	\$1,750,000 Each Aircraft/\$1,750,000 Each Loss		
A	<input checked="" type="checkbox"/> Premises Medical	AP3398776-24	12/31/23 - 24	\$5,000 Each Person		
A	<input checked="" type="checkbox"/> Fire Legal	AP3398776-24	12/31/23 - 24	\$50,000 Any One Fire		
A	<input checked="" type="checkbox"/> Personal Injury	AP3398776-24	12/31/23 - 24	\$1,000,000 Aggregate		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

Covered Location: Mid-Continent Aircraft Corporation, Hayti, MO

Cancellation: Should any of the above described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the below named certificate holder, but failure to mail such notices shall impose no obligation or liability of any kind upon the company.

Additional Insured:
 Jefferson County, it's officers, employees, and agents
 1149 Pearl Street
 Beaumont, TX 77701

DATE ISSUED October 28, 2024

AUTHORIZED REPRESENTATIVE

BIDDER INFORMATION FORM

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information.
PLEASE PRINT.

Bid Number & Name: (IFB 24-063/MR) Jefferson County Mosquito Control Airplane

Bidder's Company/Business Name: Mid-Continent Aircraft Corporation

Bidder's TAX ID Number: 43-0693687

If Applicable: HUB Vendor No. _____ DBE Vendor No. _____

Contact Person: Chris Cobb **Title:** President

Phone Number (with area code): 573-359-0500

Alternate Phone Number if available (with area code): 573-752-1116

Fax Number (with area code): 573-359-0539

Email Address: Chris@midcont.com

Mailing Address (Please provide a physical address for bid bond return, if applicable):

1601 E Highway 84

Hayti, MO 63851

City, State, Zip Code

REQUIRED FORM

Bidder: Please complete this form
and include with bid submission.

SECTION 4: MINIMUM SPECIFICATIONS

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: mistey.reeves@jeffcotx.us. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: deb.clark@jeffcotx.us. Please reference Bid Number: IFB 24-063/MR.

4.1 Scope of Project:

Jefferson County is soliciting bids for an airplane for our Mosquito Control Department. The airplane furnished under this Specification shall be used and shall be of good quality workmanship and material. All airplanes offered under this Specification shall meet or exceed the Required Features specified below.

4.2 Approved Equivalent Items: The specifications shown are intended to define the level of quality, performance and features only. Products offered shall be of equivalent dimensions, performance and features or better. The brand name product listed is not required. All bidders bidding equivalent items shall submit an itemized comparison documenting equivalence for quality, performance and features of the products offered, as well as the complete manufacturer specifications.

Field demonstrations may be requested by Jefferson County prior to, and/or during bid evaluation. Demonstrations must be available at a location in the Jefferson County area without cost to the County unless the County approves alternate location.

4.3 Minimum Requirements: A copy of the manufacturer specifications, airplane description including, year, make, model, and full warranty terms for airframe, engine and propeller must be included with the bid submission.

Delivery time shall be part of the bid proposal and a factor in evaluation of each bid. Failure to honor stated delivery times could result in termination of the contract.

The airplane shall be completely assembled, adjusted and all equipment, including standard and supplemental equipment, installed and the airplane made ready for continuous operation upon delivery. All parts not specifically mentioned which are necessary for the unit to be complete shall be furnished by the successful bidder. All parts shall conform in strength, quality and workmanship to the accepted standard for the industry. The airplane shall meet or exceed all Federal and State of Texas regulations.

Successful bidder must have an Aircraft Dealer Registration Number with the Federal Aviation Administration. This number must be provided on the Bid Form.

Do not place decals or other markings of any type pertaining to advertisement other than trademarks or model designation normally installed by manufacturer on equipment delivered. The airplane shall have an Aircraft Registration and Aircraft Bill of Sale upon delivery.

Jefferson County does not guarantee that all models shown or a specific volume will be awarded a contract.

Specifications:**510P2 Thrush PT6A-34AG Engine with 4 Blade Hartzell Propeller**

- Engine: Pratt and Whitney PT6A-34AG (750 SHP)
- Wing Spar Life: 60,000 Flight Hours
- Hopper Capacity: Liquid 510 gallons, Dry 66 ft³
- Working Speeds: 90-150 mph
- Certified Gross Weight: 10,500 lbs
- Fuel Capacity: 228 gallons
- Fuel Consumption: 45-60 gph
- Cruising Speed at 55% Power: 150 mph

Standard Equipment

- 4130 Seamless steel, powder-coated fuselage
- Hartzell four-blade propeller
- Stainless steel reinforced, fiberglass hopper
- Stainless steel belly skins
- Main landing gear wire cutters
- Single cockpit fire extinguisher kit
- Shatter-resistant Storm Shield™
- LED navigation lights
- MVP-50T glass panel
- Garmin G5 attitude indicator
- 250-amp starter/generator
- Windshield wiper and washer
- Outside air temperature gauge
- Cabin air conditioner and heat
- 41-inch stainless steel gate box
- Three-inch side loader
- Two-inch stainless steel spray system
- Aluminum booms
- Five-blade Weath-Aero cockpit adjustable fan
- 29-inch-high flotation tires and wheels
- Dual caliper Cleveland brakes

Additional Equipment

- Smoker
- Leading Edge Lights
- Left Landing Light
- Garmin GTX-345 transponder
- Garmin 225A com plus Intercom
- 2 Micronairs
- Dual Cockpit
- Reable Hopper Level Indicator

Trade In Option

Jefferson County has a 1972 Cessna 188B one seater airplane that we would like to trade in with the purchase of the airplane supplied in this Invitation for Bid. The following is the information on the airplane we want to trade in.

Serial Number: 18800949

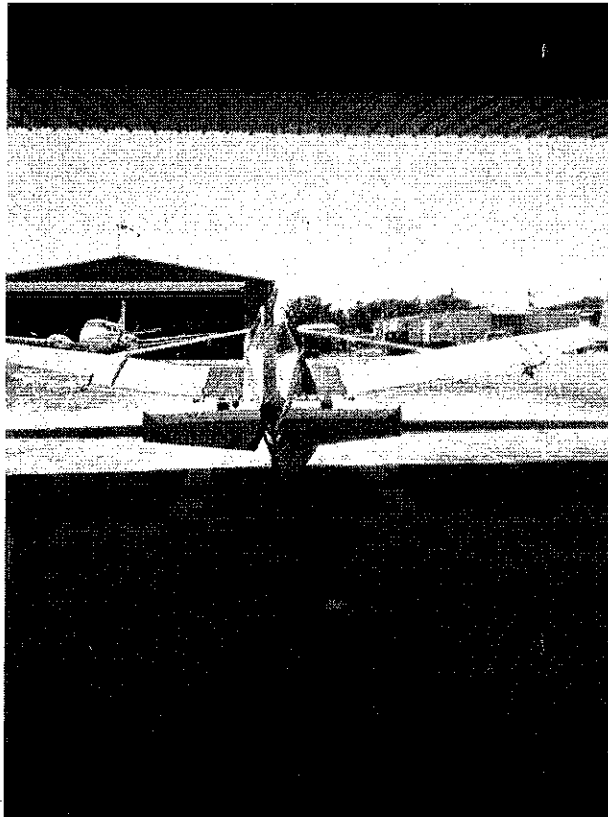
Tail Number: N21673

Hours: Airframe Total time (AFTT): Approximately 5919.5

Hours: Engine Since Major Overhaul (SMOH): Approximately 1222.3

Hours: Propellers Since Major Overhaul (SMOH): Approximately 1095.3

This airplane will be sold "as is". Contact Denise Marcel, Director of Mosquito Control, at 409-719-5923 or via email at denise.marcel@jeffcotx.us to view the airplane. This is an option on the "Bid Form" for the bidder and is not required. Purchaser is responsible for transportation of airplane. Photos of the 1972 Cessna 188B airplane are included below.

Photos of airplane to be traded.

(IFB 24-063/MR) Jefferson County Mosquito Control Airplane





**OFFER AND ACCEPTANCE FORM
OFFER TO CONTRACT**

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer.

We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

Mid-Continent Aircraft Corporation

Company Name

1661 E Highway 84

Address

Hayt: MO 63851

City

State

Zip

 Pres

Signature of Person Authorized to Sign

Chris Cobb

Printed Name

President

Title

For clarification of this offer, contact:

Chris Cobb, President

Name & Title

573-359-0500 573-359-0538

Phone

Fax

Chris@midcont.com

E-mail

REQUIRED FORM

**Bidder: Please complete this form
and include with bid submission.**

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Jefferson County Mosquito Control Plane.

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 24-063/MR, Jefferson County Mosquito Control Airplane. 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.**

BID FORM

Item No.	Item Description	Bid Price	Projected Delivery Time from Date of Purchase
1	Mosquito Control Airplane	\$1,539,780.00	30 days and before 12-31-24
2	Trade In Amount for 1972 Cessna 188B One Seater Airplane (Optional)	\$60,000.00	N/A
3	Aircraft Dealer Registration Number with the Federal Aviation Administration	D001907	

BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):

Addendum 1 _____ Date Received _____

Addendum 2 _____ Date Received _____

Addendum 3 _____ Date Received _____

BIDDER: INCLUDE FULL, SIGNED, & ATTESTED COPY OF EACH ADDENDUM ISSUED WITH BID SUBMISSION.**REQUIRED FORM****Bidder:** Please complete this form and include with bid submission.

510P2

2024 SPECIFICATIONS/PRICING

STANDARD EQUIPMENT

Engine

Pratt & Whitney PT6A-34AG (750 SHP)

Wing Spar Life

60,000 flight hours

Hopper Capacity

510 gallons (2,687 liters)

66 cubic feet (2.69 cubic meters)

Working Speeds

90-150 mph

145-241 kph

Certified Gross Weight

10,500 pounds

4,763 kilograms

Fuel Capacity

228 gallons

863 liters

Fuel Consumption

45-60 gph

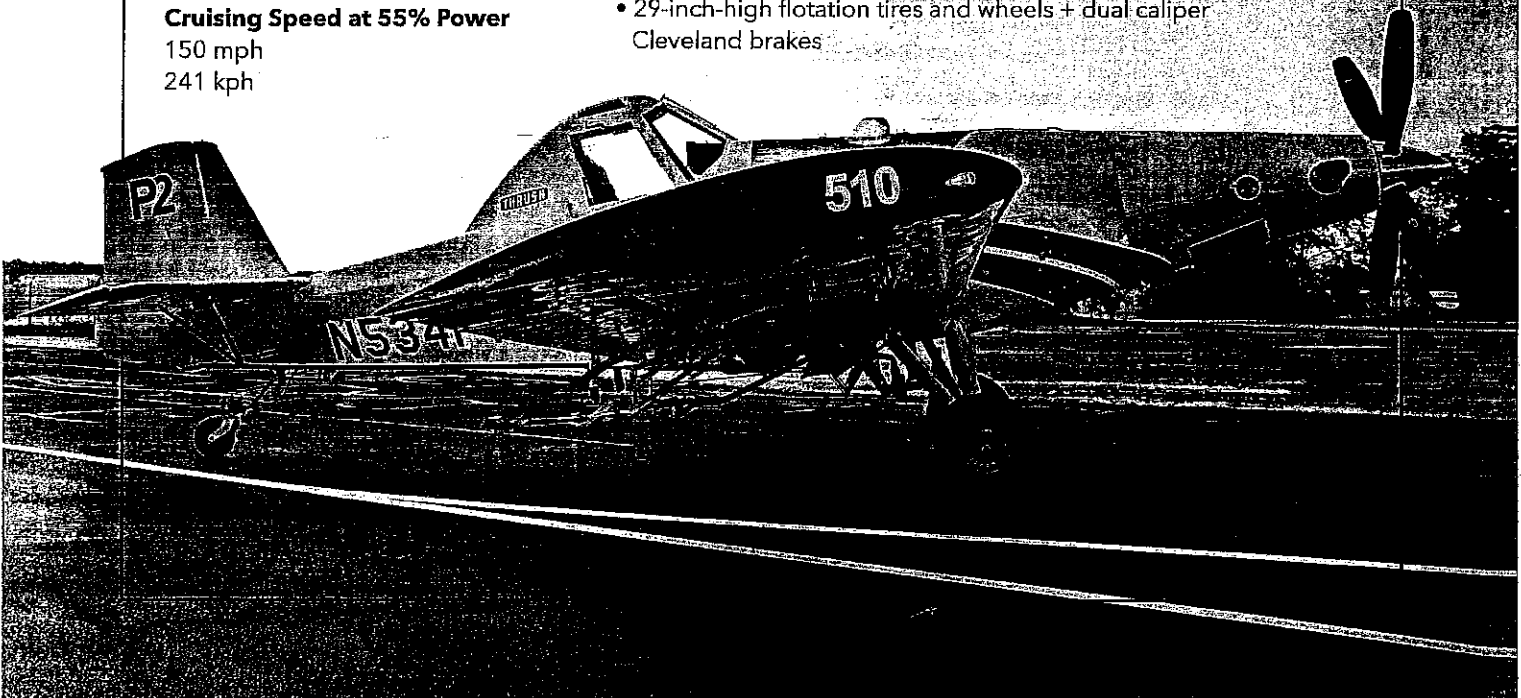
170-227 lph

Cruising Speed at 55% Power

150 mph

241 kph

- Rugged 4130 seamless steel airframe + powder coated fuselage
- Hartzell four-blade propeller
- 510-gallon fiberglass hopper + stainless steel reinforcing
- Stainless steel belly skin
- Main landing gear wire cutters
- 5C fire extinguisher kit
- Shatter resistant Storm Shield™
- High visibility LED wingtip navigation and strobe lights
- MVP-50T glass panel
- Garmin G5 attitude indicator
- 250-amp starter/generator
- Windshield wiper and washer
- Outside air temperature gauge
- Air conditioner and cabin heat
- Spray system with 41-inch stainless steel gate box
- Three-inch side loader
- Two-inch stainless steel spray system
- Streamlined aluminum booms
- Five-blade Weath-Aero cockpit adjustable fan
- 29-inch-high flotation tires and wheels + dual caliper Cleveland brakes



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: Louisiana Spray Co, LLC
 Address: 316 Schneider Lane, Lake Providence, LA 71254
 Contact Person and Title: Carlo Sciarra
 Phone: 870-510-3670 Fax: NA
 Email Address: carlo502@sbcglobal.net Contract Period: October 2024
 Scope of Work: Plane Purchased

REFERENCE TWO

Government/Company Name: Poor Bay Flying Service
 Address: P.O. Box 416, Bay AR 72411
 Contact Person and Title: Billy Stanley
 Phone: 870-530-3404 Fax: NA
 Email Address: poorbayflying@yahoo.com Contract Period: May 2024
 Scope of Work: Plane Purchased

REFERENCE THREE

Government/Company Name: Coppage Farm Service
 Address: P.O. Box 70, Braggadocio, MO 63826
 Contact Person and Title: Todd Coppage
 Phone: 870-838-3370 Fax: NA
 Email Address: Coppagefarmservice@yahoo.com Contract Period: 2006-2024
 Scope of Work: Parts/Insurance/Plane Services

SIGNATURE PAGE

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would Bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions?Yes No


This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other Bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the Bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

Mid-Continent Aircraft Corporation

Bidder (Entity Name)


Signature

1601 E Hwy 84 P.O. Box 540

Street & Mailing Address

Chris Lobb President
Print Name

Hayti, MO 63851

City, State & Zip

10/23/24
Date Signed

573-359-0500

Telephone Number

573-359-0538
Fax Number

Chris@midcont.com

E-mail Address

REQUIRED FORM
Bidder: Please complete this form
and include with bid submission.

CERTIFICATION REGARDING LOBBYING

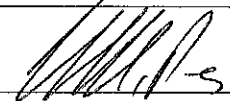
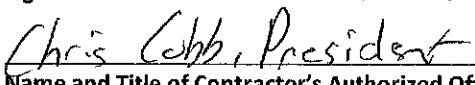
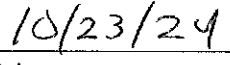
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

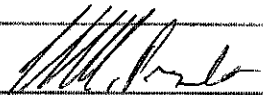
The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

 _____ Signature of Contractor's Authorized Official	
 _____ Name and Title of Contractor's Authorized Official (Please Print)	
 _____ Date	

REQUIRED FORM

Bidder: Please complete this form and include with bid submission.

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p style="text-align: center; font-size: 1.5em;">N/A</p>	<p>Date Received</p>	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="font-size: 0.8em;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center; font-size: 0.8em;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>		
<p>4</p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">  _____ <small>Signature of vendor doing business with the governmental entity</small> </div> <div style="text-align: center;"> <p style="font-size: 1.2em;">10/25/24</p> _____ <small>Date</small> </div> </div>		

Adopted 8/7/2015

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

**LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY**

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.		OFFICE USE ONLY Date Received _____
1	Name of Local Government Officer	
2	Office Held	
3	Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code	
4	Description of the nature and extent of employment or other business relationship with vendor named in item 3	
5	List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in Item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B). Date Gift Accepted _____ Description of Gift _____ Date Gift Accepted _____ Description of Gift _____ Date Gift Accepted _____ Description of Gift _____ (attach additional forms as necessary)	
6	AFFIDAVIT I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code. <div style="text-align: right; margin-right: 100px;"> _____ Signature of Local Government Officer </div> AFFIX NOTARY STAMP / SEAL ABOVE Sworn to and subscribed before me, by the said _____ this the _____ day of _____, 20____, to certify which, witness my hand and seal of office _____ Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath	

Adopted 8-7-2015

**THIS FORM IS FOR
OFFICE USE ONLY**

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).

Yes No

Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . . ?

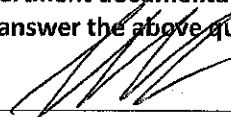
- Yes No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?
- Yes No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
- Yes No 3. **Provide** HUBs that were genuinely interested in bidding on a Subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the Prime Contractor/Consultant's organization)?
- Yes No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive Bidders?
- Yes No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
- Yes No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

If "No" was selected, please explain and include any pertinent documentation with your bid.

If necessary, please use a separate sheet to answer the above questions.

Chris Cobb

Printed Name of Authorized Representative



Signature

President

Title

10/24/24

Date

REQUIRED FORM

Bidder: Please complete this form and include with bid submission.

NOTICE OF INTENT (NOI) TO SUBCONTRACT WITH HISTORICALLY UNDERUTILIZED BUSINESS (HUB)

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).

Yes No

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract.

Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: _____ HUB: Yes No

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

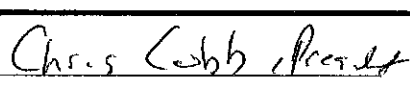
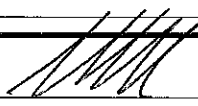
Certifying Agency: Tx. Bldg & Procurement Comm. Jefferson County Tx Unified Certification Prog.

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

		10/25/24
Printed Name of Contractor Representative	Signature of Representative	Date
_____	_____	_____
Printed Name of HUB	Signature of Representative	Date

Note: Nothing on this Notice of Intent Form is intended to confer any rights, expressed or implied, to any third parties. Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUCONTRACTING PARTICIPATION DECLARATION FORM**

PAGE 1 OF 4

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).

Yes No

Prime Contractor: _____ HUB: Yes No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: \$ _____ Total HUB Subcontract(s): \$ _____

Construction HUB Goals: 12.8% MBE: _____ % 12.6% WBE: _____ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: _____ Initials: _____

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Texas Bldg & Procurement Comm. Texas Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

REQUIRED FORM
Bidder: Please complete this form
and include with bid submission.

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM**

PAGE 2 OF 4

HUB Subcontractor Disclosure

PART I: Continuation Sheet (Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Tx. Bldg & Procurement Comm. Jefferson County Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Tx. Bldg & Procurement Comm. Jefferson County Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

**All HUB Subcontractor Participation may be verified with the
HUB Subcontractor(s) listed on Part I.**

REQUIRED FORM
**Bidder: Please complete this form
and include with bid submission.**

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUCONTRACTING PARTICIPATION DECLARATION FORM**

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUCONTRACTING GOALS

Instructions to Bidder: Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- All Subcontractors to be utilized are "Non-HUBs." (Complete Part III)
- HUBs were solicited but did not respond.
- HUBs solicited were not competitive.
- HUBs were unavailable for the following trade(s):
- Other: _____

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? Yes No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The Bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the Bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that Bidder is the apparent low Bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

REQUIRED FORM
Bidder: Please complete this form
and include with bid submission.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM

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: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____

Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required**. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): Chris Cobb

Title: President

Signature: [Handwritten Signature]

Date: 10/25/24

E-mail address: chris@midcont.com

Contact person that will be in charge of invoicing for this project:

Name (print or type): Chris Cobb

Title: President

Date: 10/25/24

E-mail address: chris@midcont.com

REQUIRED FORM
Bidder: Please complete this form
and include with bid submission.

RESIDENCE CERTIFICATION/TAX FORM

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Non-resident Bidder" refers to a person who is not a resident.
- (4) "Resident Bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

- I certify that _____ [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.
- I certify that Mid-Continent Aircraft Corp [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is Hartzi Missouri (city and state).

Taxpayer Identification Number (T.I.N.):		43-0693687
Company Name submitting bid/proposal:		Mid-Continent Aircraft Corporation
Mailing address:	P.O. Box 540, Hartzi, MO 63851	
If you are an individual, list the names and addresses of any partnership of which you are a general partner:		
N/A		

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**
None	None

* This is the property amount identification number assigned by the Jefferson County Appraisal District.
 ** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

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 Missouri COUNTY OF Pemiscot

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Missouri

on this day personally appeared Chris Cobb, who
(name)

after being by me duly sworn, did depose and say:

"I, Chris Cobb am a duly authorized officer of/agent
(name)
for Mid-Continent Aircraft Corp and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said Company - Mid-Continent Aircraft Corp
(name of firm)

I hereby certify that the foregoing bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of Bidder: Mid-Continent Aircraft Corporation
1601 E Highway 84, Hayti, MO 63851

Fax: 573-359-0500 Telephone# 573-359-0538

by: Chris Cobb Title: President
(print name)

Signature: [Signature]

SUBSCRIBED AND SWORN to before me by the above-named

Chris Cobb on

this the 23rd day of October, 2024

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

Laura Curtis
Notary Public in and for
the State of Missouri

LAURA CURTIS
Notary Public - Notary Seal
STATE OF MISSOURI
Pemiscot County
My Commission Expires: July 28, 2027
Commission # 15535358

Attachment A

Preliminary Tabulation

IFB 24-050/CG

Term Contract for Liquid Soil Stabilizer for Jefferson County

Opening Date: Wednesday, November 20, 2024

Base Seal International	
Price Per Gallon	\$25.00
Drum Size	55 gallons
Dilution Rate	Dilution rate is approximately 32 to 1, water to product, and is necessary to achieve optimum moisture content of the soil mixture being stabilized.
Coverage Rate Linear Feet Per Gallon	23.5
Total	\$1,375.00 per 55 gal

Base-Seal International, Inc.
 9107 Hudson Court
 Houston TX 77024
 attn: Carol and Danny Bowers
base-seal@att.net
 ph: 281-497-7743
 fx: 855-311-8604

Jefferson County makes no claim that this bid tabulation represents anything other than the information read aloud at the public opening. The County has not checked the bids for errors, or made any determinations that the solicitations meet all requirements. In the case of a discrepancy between information on this tabulation and the original hard-copy document, the original hard copy shall prevail.

**OFFER AND ACCEPTANCE FORM
OFFER TO CONTRACT**

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer.

We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

Base-Seal International, Inc.

Company Name

5107 Bovista Ranch Road

Address

Navasota, TX 77868

City

State

Zip

Carol Bowers

Signature of Person Authorized to Sign

Carol Bowers

Printed Name

President

Title

For clarification of this offer, contact:

Danny Bowers, VP & Lead Engineer

Name & Title

281-497-7743

Phone

N/A

Fax

base-seal@att.net / dbowers@base-seal.com

E-mail

REQUIRED FORM

**Bidder: Please complete this form
and include with bid submission.**

ACCEPTANCE OF OFFER

462462

The Offer is hereby accepted for the following items: Term Contract for Liquid Soil Stabilizer for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.


This contract shall henceforth be referred to as Contract No. (IFB 24-050/CG), Term Contract for Liquid Soil Stabilizer for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

COUNTERSIGNED:


Jeff R. Branick, County Judge
JEFFERSON COUNTY, TEXAS

12/3/2024
Date

ATTEST:


Roxanne Acosta Hellberg, County Clerk
JEFFERSON COUNTY, TEXAS

12/3/2024
Date



Preliminary Tabulation
(IFB 24-063/MR) Jefferson County Mosquito Control Airplane
Bid Opening: November 20, 2024

Item No.	Item Description	Bid Price	Projected Delivery Time from Date of Purchase
1	Mosquito Control Airplane	\$1,539,780.00	30 days and before 12-31-24
2	Trade In Amount for 1972 Cessna 188B One Seater Airplane (Optional)	\$60,000.00	N/A
3	Aircraft Dealer Registration Number with the Federal Aviation Administration	D001907	

Mid-Continental Aircraft Corporation

Attn: Chris Cobb
1601 E Highway 84
Hayti, MO 63851
chris@midcont.com

Jefferson County makes no claim that this bid tabulation represents anything other than the information read aloud at the public opening. The County has not checked the bids for errors, or made any determinations that the solicitations meet all requirements. In the case of a discrepancy between information on this tabulation and the original hard-copy document, the original hard copy shall prevail.

**OFFER AND ACCEPTANCE FORM
OFFER TO CONTRACT**

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer.

We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

Mid-Continent Aircraft Corporation
Company Name

1661 E Highway 84
Address

Axt: MO 63851
City State Zip


Signature of Person Authorized to Sign

Chris Cobb
Printed Name

President
Title

For clarification of this offer, contact:

Chris Cobb, President
Name & Title

573-359-0500 573-359-0538
Phone Fax

Chris@midcont.com
E-mail

REQUIRED FORM

Bidder: Please complete this form
and include with bid submission.

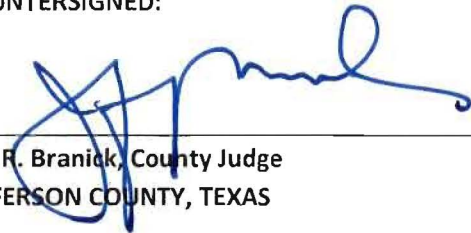
ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Jefferson County Mosquito Control Plane.

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 24-063/MR, Jefferson County Mosquito Control Airplane. 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:

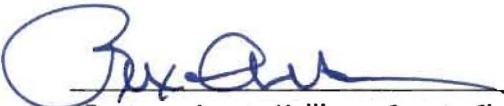


Jeff R. Branick, County Judge
JEFFERSON COUNTY, TEXAS

12/31/2024

Date

ATTEST:



Roxanne Acosta Hellberg, County Clerk
JEFFERSON COUNTY, TEXAS

12/31/2024

Date

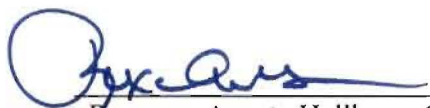


**LEASE EXTENSION FOR IFB 14-022/KJS
TERM CONTRACT FOR LEASE OF HANGAR #5 AT JACK
BROOKS REGIONAL AIRPORT**


The County entered into a lease with KUSA Aviation, LLC for ten (10) years, from January 01, 2014 to December 31, 2024.

Pursuant to the lease, Jefferson County hereby exercises its first and final (5) year option to extend the lease for five (5) additional years from December 31, 2024 to December 30, 2029.

ATTEST:



Roxanne Acosta Hellberg, County Clerk

JEFFERSON COUNTY, TEXAS


Jeff Branick, County Judge



LEESEE:
KUSA Aviation, LLC


(Name)

CONTRACT RENEWAL FOR IFB 23-048/MR TERM CONTRACT FOR ROADBUILDING MATERIALS FOR JEFFERSON COUNTY

The County entered into a contract with Martin Marietta Materials, LLC for one (1) year, from November 14, 2023 to November 13, 2024, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its first one-year option to renew the contract for one (1) additional year from November 13, 2024 to November 12, 2025.

ATTEST:

JEFFERSON COUNTY, TEXAS



Roxanne Acosta Hellberg, County Clerk



Jeff Branick, County Judge



CONTRACTOR:
Martin Marietta Materials, LLC



(Name)

**CONTRACT RENEWAL FOR IFB 23-048/MR
TERM CONTRACT FOR ROADBUILDING MATERIALS FOR
JEFFERSON COUNTY**

The County entered into a contract with Modern Concrete & Materials, LLC for one (1) year, from November 14, 2023 to November 13, 2024, with an option to renew the contract for up to a five (5) year period.


Pursuant to the contract, Jefferson County hereby exercises its first one-year option to renew the contract for one (1) additional year from November 13, 2024 to November 12, 2025.

ATTEST:

JEFFERSON COUNTY, TEXAS



Roxanne Acosta Hellberg, County Clerk



Jeff Branick, County Judge



CONTRACTOR:
Modern Concrete & Materials, LLC



(Name)

CONTRACT RENEWAL FOR IFB 23-048/MR TERM CONTRACT FOR ROADBUILDING MATERIALS FOR JEFFERSON COUNTY

The County entered into a contract with Texas Materials, a CRH Company for one (1) year, from November 14, 2023 to November 13, 2024, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its first one-year option to renew the contract for one (1) additional year from November 13, 2024 to November 12, 2025.

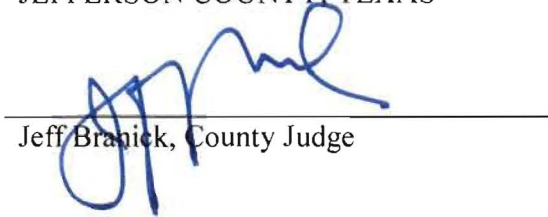
ATTEST:



Roxanne Acosta Hellberg, County Clerk

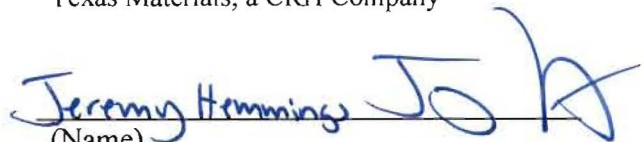


JEFFERSON COUNTY, TEXAS



Jeff Branick, County Judge

CONTRACTOR:
Texas Materials, a CRH Company



(Name)

CONTRACT RENEWAL FOR IFB 23-048/MR TERM CONTRACT FOR ROADBUILDING MATERIALS FOR JEFFERSON COUNTY


The County entered into a contract with Vulcan Construction Materials, LLC for one (1) year, from November 14, 2023 to November 13, 2024, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its first one-year option to renew the contract for one (1) additional year from November 13, 2024 to November 12, 2025.

ATTEST:

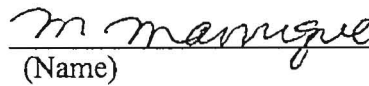
JEFFERSON COUNTY, TEXAS


Roxanne Acosta Hellberg, County Clerk


Jeff Branick, County Judge



CONTRACTOR:
Vulcan Construction Materials, LLC


(Name)

CONTRACT RENEWAL FOR IFB 23-048/MR TERM CONTRACT FOR ROADBUILDING MATERIALS FOR JEFFERSON COUNTY

The County entered into a contract with Waller County Asphalt, Inc. for one (1) year, from November 14, 2023 to November 13, 2024, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its first one-year option to renew the contract for one (1) additional year from November 13, 2024 to November 12, 2025.

ATTEST:

JEFFERSON COUNTY, TEXAS



Roxanne Acosta Hellberg, County Clerk



Jeff Branick, County Judge



CONTRACTOR:
Waller County Asphalt, Inc.



(Name) **REID DAWSON**
VICE PRESIDENT



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street, First Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

CONTRACT EXTENSION REQUEST

November 20, 2024

Allied Universal
4345 Phelan Boulevard, Suite 102
Beaumont TX 77707
Attn: David VanDyke
Re: (RFP 18-049/YS), Security Services and Personnel for Jefferson County

Dear Mr. VanDyke:

Please be advised the above-referenced contract for Jefferson County will expire on **December 28, 2024**. It is requested that your company extend your current contract for an additional 30 days, to expire January 27, 2025.

Please sign the acknowledgment below to indicate your agreement and return to our office by Monday, December 2, 2024. Jefferson County appreciates your cooperation with this extension.

Best regards,

Sincerely,

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

DC: cg

Price Extension Received and Accepted: 11/20/24
Date

Project Number: RFP 18-049/YS

Contractor: Allied Universal

Signature: [Handwritten Signature]

Print Name and Title: David VanDyke, General Manager
JEFFERSON COUNTY, TEXAS



ATTEST:

Roxanne Acosta Hellberg, County Clerk

Jeff R. Branck, County Judge



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street, First Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

CONTRACT EXTENSION REQUEST

October 29, 2024

Bob Barker Company
7925 Purfoy Rd.
Fuquay-Varina, NC 27526
Attention: Kandi Weir
Re: (IFB 19-062/YS), Term Contract for Inmate Shoes for Jefferson County

Dear Ms. Weir,

Please be advised the above-referenced contract for Jefferson County will expire on **January 02, 2025**. It is requested that your company extend your current contract for an additional 60 days, to expire March 03, 2025.

Please sign the acknowledgment below to indicate your agreement and return to our office by Wednesday, November 13, 2024. Jefferson County appreciates your cooperation with this extension.

Best regards,

Sincerely,

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

DC: cg

Price Extension Received and Accepted: 11/15/24
Date

Project Number: IFB 19-062/YS

Contractor: Bob Barker Company

Signature: Ryan McNeill

Print Name and Title: Ryan McNeill - Contract Specialist



ATTEST:

Roxanne Acosta Hellberg, County Clerk

JEFFERSON COUNTY, TEXAS

Jeff R. Branick, County Judge



Honesty Environmental Services, Inc.
www.honestyenvironmental.com

November 14, 2024

Jefferson County
1149 Pearl Street
Beaumont, Texas 77701
Email: mistey.reeves@jeffcotx.us
Tel: 409-835-8693
Attn: Ms. Mistey Reeves

RE: Proposal for Mold Consulting & Project Management Services
Diversion Center – Pods 100 & 300
3890 FM 3514
Beaumont, Texas 77705
HES Proposal No. 24-853-600

Honesty Environmental Services, Inc. (HES) is pleased to submit the following proposal for the Mold Consulting and Project Management Services to include the mold protocol, mold clearances, and on-site project management for the demolition phase of the project at the above-referenced site. This project will be in compliance with Texas Department of Licensing and Regulations (TDLR) for renovation in public buildings. **Honesty Environmental Services, Inc. is an accepted vendor for the Region 5 ESC's "Environmental Services (excludes engineering services) #20240404" category by the Southeast Texas Cooperative Purchasing Organization for the contract year of June 1, 2024 to May 31, 2025.**

The Consulting Services and Project Management services include:

- HES will provide a written mold protocol outlining the scope of mold remediation work for Pods 100 & 300
- HES will collect mold tape samples for clearance purposes
- HES will deliver samples to a Texas Department of Licensing and Regulations (TDLR) licensed laboratory for light microscopy analysis
- HES will provide rush laboratory analysis sample turnaround service
- HES is currently licensed by the TDLR to perform Mold Consulting
- HES will prepare a written report describing the sampling and results
- HES will provide a project manager to oversee the interior demolition portion of the contractor's work
- HES will generate a letter report describing our findings and a table listing the results of the analysis for the site

14420 West Sylvanfield Drive, Suite 200
Houston, Texas 77014
Phone: (713) 856-5354



www.honestyenvironmental.com

2300 Highway 365, Suite 450
Nederland, Texas 77627
Phone: (409) 632-2601

Mold Consulting & Project Management Services
Diversion Center Project Pods 100 & 300
3890 FM 3514
Beaumont, Texas 77705
HES Proposal No.:24-853-600
Page 2 of 2

HES agrees to proceed with this project on a time and materials basis as outlined in our Region 5 ESC agreement. Below you will find the costs associated with this project.

Mold Protocol for Pods 100/300	\$1,990.00
Mold Clearances for Pods 100/300	\$1,000.00
<u>Demolition Project Management</u>	<u>\$21,990.00</u>
Total Cost	\$24,980.00

HES appreciates this opportunity to provide our Mold Consulting and Project Management Services to Jefferson County. Immediate attention will be given to this project upon receipt of this signed Client Engagement Letter by email at sara@honestyenvironmental.com. Should you have any questions, please contact me at (409) 632-2601. Thank you for the opportunity to be of service to you on this project.

Sincerely,
Honesty Environmental Services, Inc.



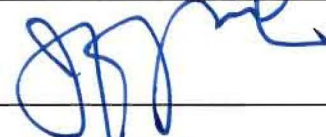
Daniel R. Ward
Vice President
Asbestos Consultant License No. 10-5479

CLIENT APPROVAL

Your signature below hereby authorizes Honesty Environmental Services, Inc. (HES), to perform the environmental services detailed above. You further agree that the total cost of this project will be invoiced following the delivery of our completed results; and payment is due within thirty days. The payment of HES's invoice for performance of the above services is not subject to any contingency (e.g., sale, loan approval, transaction closure, or your payment from client) related to the site being investigated.

AGREED TO AND ACCEPTED THIS 3 DAY OF December, 2024 by:

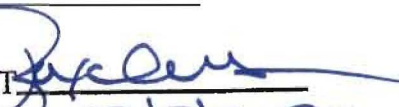
Name: Jed Bramick

Signature: 

Title: County Judge

Company: Jefferson County



ATTEST: 
DATE: 12/3/2024



Statement of Work

GASB 75 Actuarial Valuation		
Prepared for: Jefferson County, Texas		Effective Date: January 1, 2025
Prepared by: Jim Tumlinson		
Project Timing		
Project Start Date:	January 1, 2025	Expected Completion Date: November 30, 2026
Project Description		
Deliverable	Description	Estimated Fees
GASB 75 Actuarial Valuation Report as of October 1, 2024 for FYE September 30, 2025	Full Valuation (required every two years) <ul style="list-style-type: none"> Data Collection: Gather requested information related to other post-employment benefits (OPEBs) offered to retirees. Valuation: Perform calculations in accordance with GASB guidance and current actuarial standards of practice. Key computations will include the OPEB liability, the annual OPEB expense, and projected future benefit payments. Sensitivity Analysis: Provide sensitivity analysis to demonstrate the impact of variation in the assumed discount rate and other key assumptions.	\$18,050
GASB 75 Roll-forward Valuation Report for FYE September 30, 2026	Roll-forward Valuation <ul style="list-style-type: none"> Valuation: Perform calculations in accordance with GASB guidance and current actuarial standards of practice based on a roll-forward of the October 1, 2024 full valuation. 	\$4,500
Estimated Fee Summary		\$22,550
Consulting Fees		
Key Notes / Assumptions		
1.	The services proposed under this Statement of Work are offered under, and it is the parties' intent they will be governed by, the Service Agreement between Milliman, Inc. and Jefferson County, Texas, effective May 12, 2008.	
2.	Except as otherwise provided, Milliman's fees shall be based on our time-and-expense charges using our normal hourly billing rates. These fees assume an approximate participant count of 1,111 participants, one medical option available to retirees, and that participant data and financial information will be provided to Milliman in a mutually agreeable form and format. Fees for out of scope items and for additional processing caused by errors in information provided to Milliman, if any, shall be billed based on our time and expense charges using our normal hourly billing rates, subject to your advance approval. Our normal hourly billing rates range from \$120 per hour to \$540 per hour.	
3.	Travel and other out of pocket expenses not included.	
4.	The above fees are based on our understanding of the current project scope. Out-of-scope items will be billed separately.	
Client Signature:		Date Approved: 11/12/2024
Milliman, Inc. Signature:		Date Approved: 11/23/2024



ATTEST
DATE 11/14/2024

**Jefferson County
Precinct #3**

Memo

To: Rebekha Patin, Fran Lee
From: Kimberly Doyle
CC: Micheal Sinegal, Jeffery Collins
Date: November 14, 2024
Re: Budget tranfer

Please take from the Acct. 113-0302-431-30-80 Cover Stone

\$18,850.00 for a 10.ft Modern offset batwing Mower.

Laminated Tires

Dual wing Tires

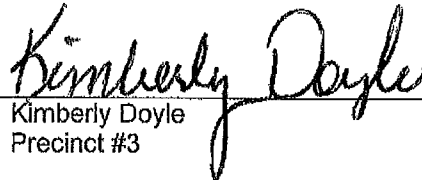
Hydrulic Level Lift

Front & rear Chains

If you have any questions please give me a call (409) 736-2851

113-039-431-6011

Thank You



Kimberly Doyle
Precinct #3



Roxanne Acosta-Hellberg
JEFFERSON COUNTY CLERK

Chief Deputy	1085 Pearl Street Beaumont, Texas 77701 409-835-8475 Phone	Haylee Fournier Office Administrator
E-mail address:	409-839-2394 Fax countyclerk@jeffcotx.us	E-mail address: haylee.fournier@jeffcotx.us

Web Address for Jefferson County Clerk Public Records Online:

Dear Auditing,

Please transfer \$5000 from 120-1014-414.40-52 County Clerk Postage to 120-1034-414.40-52 to accommodate for our Election Postage increase.

Thank you,

A handwritten signature in black ink, appearing to read "Roxanne Acosta-Hellberg". The signature is fluid and cursive.

Roxanne Acosta-Hellberg,

Jefferson County Clerk

MEMORANDUM

TO: COMMISSIONERS COURT
FROM: **FRAN LEE**
SUBJECT: BUDGET AMENDMENT
DATE: NOVEMBER 26, 2024

The following FY 2024 budget amendment for the Jail is necessary to accrue for additional off-site medical services.

120-3062-423-5077	Contractual Services	51,539	
120-3059-421-1040	Dispatcher		51,539



MEMO

To: Jefferson County Commissioners Court
Fran Lee, County Auditor

From: Jolynne Tullis, Project Manager, Tidal Basin Group

Date: November 22, 2024

Subject: Land Manor
Additional Funding Request

Land Manor is requesting additional funding in the amount of \$7,948.23 to complete the renovations to Franklin House South.

Land Manor was awarded ARPA funding for the repair/replacement of the roof at Franklin House North and for interior renovations for a second facility, Franklin House South. In August 2024, Land Manor requested to add a category of approved expenses to their Exhibit A in order to have the alarm/fire suppression system upgraded at Franklin South so that the renovation project would pass inspection. The Court approved this change.

Land Manor subsequently discovered that the remaining portion of their awarded funding was not sufficient to cover the entire cost of the fire/alarm system repairs. Land Manor is in need of an additional \$7,948.23 to complete these repairs and respectfully requests that additional funding in that amount be approved by the Commissioners Court bringing the total award to \$257,948.23.

The County ARPA PM, Jolynne Tullis supports this request and recommends Court approval. If approved, the revised Subrecipient documents for the project will be provided for signature and processing.

LAND MANOR, INC.

Treatment & Rehabilitation Facilities Since 1969

October 29, 2024

Fran Lee, County Auditor
Jefferson County Commissioner's Court
1149 Pearl Street – 7th Floor
Beaumont, Texas 77701

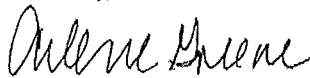
Re: Request for Additional ARPA Funding

I am writing to urgently request additional funding to complete the project at Franklin House South, located at 1635 Avenue A. We have encountered an unexpected expense of \$7,948.23 to replace the alarm system, resulting in a budget shortfall.

Although this request exceeds the initial budget, your consideration is greatly appreciated. We are on the cusp of completing this essential project, which will allow us to provide much needed treatment services in our community. Without this additional funding, our progress will be hindered, delaying our ability to become fully operational.

Thank you for your understanding and support.

Sincerely,



Arlene Greene, Executive Director

4655 Collier Street
Phone: (409) 838-3946

Beaumont, Texas 77706
Fax: (409) 838-4298

**SUBRECIPIENT AGREEMENT FOR AMERICAN RESCUE PLAN ACT
SLFRF FUNDS**

This Subrecipient Agreement ("Agreement") is entered into by and between the County of Jefferson, Texas (the "County") and Land Manor, Inc. (the "Subrecipient"), individually referred to as "Party" and jointly referred to as "Parties." The purpose of this Agreement is to provide funding to the Subrecipient from funds provided to the County by the U.S. Department of Treasury ("Treasury") pursuant to Sections 602 and 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (Mar. 11, 2021) ("ARPA"), which authorized the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") to enable the Subrecipient to carry out specific eligible activities on behalf of the County; and

WHEREAS, the County has received SLFRF funds from Treasury under ARPA; and

WHEREAS, the County is authorized by ARPA to disburse all or a portion of its SLFRF funds to Subrecipients, which carry out eligible uses on behalf of the County; and

WHEREAS, the Subrecipient has applied to the County for an eligible use of SLFRF funds; and

WHEREAS, based on the Subrecipient's project information and request for SLFRF funds in the form attached hereto as **Exhibit A**, the County has determined that the Subrecipient's Project in **Exhibit A** is an eligible use of SLFRF funds under ARPA; and

WHEREAS, the County has awarded the Subrecipient SLFRF funds in the amount of \$ 257,948.23 (the "Award"), subject to the County and the Subrecipient entering into this Agreement with respect to the use of said funds.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the County and the Subrecipient agree as follows:

1. SCOPE OF PROJECT; ELIGIBLE USE OF AWARD FUNDS

- A. The County shall pay the Subrecipient the Award to cover necessary expenses related to the activities specifically described in the Subrecipient's application (the "Project"). If there is a conflict between the terms and provisions in the Subrecipient's application and this Agreement, the terms of this Agreement shall govern.
- B. The Subrecipient shall only use the Award to cover expenses that are necessary for the completion of the Project and are eligible under ARPA and this Agreement.
- C. The Subrecipient may revise the scope of the Project with the approval from the Jefferson County Commissioners Court, where such revisions to the Project do not materially alter the Project or cause the use of the Award for the revised Project to constitute an ineligible use of SLFRF funds or constitute a change in the category of eligible use of SLFRF funds. In no event shall a revision to the scope of the Project entitle the Subrecipient to an additional allocation of SLFRF funds by the County unless Subrecipient makes a request to the County for additional funds. The Jefferson County Commissioners Court, in its sole discretion, may approve and authorize additional SLFRF funds for

the Project. However, no such additional allocation is guaranteed.

- D. Once the Project is completed, all costs for the management, operation, maintenance, and repair and replacement of the Project (as applicable) shall be the sole responsibility of the Subrecipient. The County shall have no liability, financial or otherwise, with respect to the management, operation, maintenance, repair or replacement of the Project.

2. TERM OF AGREEMENT

The term of this Agreement begins on the date this Agreement is fully executed by the Parties and ends on December 31, 2026. Notwithstanding other provisions of this Agreement, this Agreement will remain in effect until the County determines that the Subrecipient has completed all applicable administrative actions, reporting requirements, and all Project work required by and set forth in this Agreement. Should Subrecipient require additional time for auditing of or reporting for the Project in accordance with ARPA and this Agreement shall be deemed automatically extended until said audit and reporting is completed.

3. PAYMENTS

- A. *Reimbursement Payment.* The County shall pay the Award to Subrecipient on a reimbursement basis. The Subrecipient shall submit reimbursement requests to the County Auditor no later than 15 days after the end of each calendar quarter for the duration of the Project. Such requests shall be in a form acceptable to the County and include, where applicable for construction projects, certification by the Subrecipient's engineer that the amounts are eligible Project costs. The Subrecipient may not request reimbursements under this Agreement for work that has not been completed.
- B. *Advance Payment.* The County, in its discretion, may elect to pay the Subrecipient in advance for its allowable costs for the Project identified by this Agreement upon the presentation of all forms and documents as may be required by the County. Advance payments must be limited to the minimum amounts needed and timed to be in accordance with the Subrecipients actual, immediate cash requirements in carrying out and completing the work of the Project.
- C. *Withholding or Cancellation of Funds.* The County reserves the right to withhold payments until Subrecipient timely delivers reimbursement requests or documents as may be required under this Agreement. Upon completion of the Project, the County may cancel payment of any portion of the Award that the County determines to be surplus. The County shall be relieved of any obligation for payments if funds allocated to the County cease to be available for any cause other than misfeasance of the County itself.
- D. *Where Payments Are Made.* Payments shall be made by check or electronic deposit into Subrecipient's bank account, according to a process established by the County Auditor.
- E. *Recoupment.* The Award is subject to recoupment by Treasury and/or the County for the Subrecipient's failure to use the funds for the Project in strict accordance with ARPA and this Agreement.

4. OBLIGATION AND EXPENDITURE TIMING REQUIREMENTS; REPORTING REQUIREMENTS

- A. *Timing Requirements.* Subrecipient may use Award funds to cover eligible costs incurred from March 3, 2021 to December 31, 2026, as long as the obligations are incurred by December 31, 2024 and liquidated by December 31, 2026.
- B. *Reporting Requirements.* The Subrecipient shall submit such reports and adhere to all conditions and obligations as are required by the County including, but not limited to, the SLFRF Reporting Requirements attached to this Agreement as **Exhibit B**. Such reporting requirements shall extend beyond the term of this Agreement. The County reserves the right to inspect, at any time, the Subrecipient's records that are related to the Project and/or Subrecipient's performance of this Agreement. Notwithstanding any record retention policies, Subrecipient shall maintain all documentation associated with the Project for the period required by State law or Federal law or seven (7) years after Closeout, whichever is greater.

5. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

In addition to the requirements set forth in ARPA use of the Award may be subject to various other Federal, State, and Local laws. Subrecipient shall comply with all applicable Federal, State, and Local laws and regulations with respect to its receipt and use of the Award pursuant to this Agreement.

6. RETURN OF FUNDS; RECOUPMENT

The Subrecipient must return Award funds not expended by December 31, 2026.

If the County determines that the Subrecipient's use of the Award does not comply with ARPA or this Agreement, the County shall provide the Subrecipient with an initial written notice of the amount subject to recoupment, along with an explanation of such amounts. Within 30 calendar days of receipt of such notice from Treasury or the County, the Subrecipient may submit to the County either (1) a request for reconsideration requesting the County seek a reconsideration of any amounts subject to recoupment or (2) written consent to the notice of recoupment.

If the Subrecipient has not submitted a reconsideration request, or if the County denies the reconsideration request, the Subrecipient shall repay the amount subject to recoupment within 30 calendar days of the request for consideration deadline or the County's denial of the request.

7. FAILURE TO PERFORM

If Subrecipient fails to comply with any terms or conditions of this Agreement, or to provide in any manner the activities or other performance as agreed to herein, the County reserves the right to:

- A. withhold all or any part of payment pending correction of the deficiency;
- B. or suspend all or part of this Agreement.

Further, any failure to perform as required pursuant to this Agreement may subject the Subrecipient to recoupment as set forth under ARPA, SLFRF, and this Agreement. The option to withhold funds is in addition to, and not in lieu of, the County's right to terminate as provided in Section 8 below. The County may also consider performance under this Agreement when considering future awards.

8. TERMINATION

- A. *Termination for Cause.* The County may terminate this Agreement for cause if the Subrecipient fails to comply with the terms and conditions of this Agreement and any of the following conditions exist:
1. The lack of compliance with the provisions of this Agreement is of such scope and nature that the County deems continuation of this Agreement to be substantially non-beneficial to the public interest;
 2. The Subrecipient has failed to take satisfactory corrective action as directed by the County or its authorized representative within the time specified by the same; or
 3. The Subrecipient has failed within the time specified by the County or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this Agreement.

The County shall initiate termination for cause by providing notice to the Subrecipient of its intent to terminate for cause, accompanied by a written justification for the termination. After receiving the notice of termination for cause, the Subrecipient shall have 30 calendar days to cure the cause for termination. If the Subrecipient has not cured the cause for termination within 30 days of receipt of the notice, the County may pursue such remedies as are available by law, including, but not limited to, the termination of this Agreement in whole or in part, and thereupon shall notify in writing the Subrecipient of the termination, the reasons for the termination, and the effective date of the termination. Upon termination, any outstanding Award funds held by the Subrecipient are subject to recoupment by the County in accordance with ARPA, the SLFRF program, and this Agreement. Any costs resulting from obligations incurred by the Subrecipient after termination of this Agreement are not allowable and will not be reimbursed by the County unless specifically authorized in writing by the County.

- B. *Termination for Convenience.* This Agreement may be terminated for convenience, in whole or in part, by written mutual agreement of the Parties.
- C. *Termination for Withdrawal, Reduction, or Limitation of Funding.* In the event funding is not received from the Federal Government, or is withdrawn, reduced, modified or limited in any way after the effective date of this Agreement and prior to its normal completion, the County may summarily terminate this Agreement as to the funds not received, reduced, modified, or limited, notwithstanding any other termination provision in this Agreement. If the level of funding is reduced to such an extent that the County deems that the continuation of the Project covered by this Agreement is no longer in the best interest of the public, the County may summarily terminate this Agreement in whole notwithstanding any other termination provisions in this Agreement. Termination under this Section shall be effective upon receipt of written notice by the Subrecipient or its representative.

9. CLOSEOUT

Upon termination of this Agreement, in whole or in part for any reason, including completion of the Project, the following provisions apply:

- A. Upon written request by the Subrecipient, the County will make or arrange for payment to the Subrecipient of allowable reimbursable costs not covered by previous payments.
- B. The Subrecipient shall submit within 30 calendar days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement, and in addition, will cooperate in a Project audit by the County or its designee;
- C. Closeout of funds will not occur unless all requirements of this Agreement and Federal, State, and Local law are met and all outstanding issues with the Subrecipient are completed. Any unused Award funds in Subrecipient's possession or control shall be immediately returned to the County.

10. INDEMNIFICATION

Any Award funds which are determined by the County to be ineligible under ARPA shall be subject to recoupment. To the greatest extent permitted by law, the Subrecipient shall indemnify and hold harmless the County, its appointed and elected officials, representatives and employees from any liability, loss, costs (including attorney fees), damage or expense, incurred because of actions, claims or lawsuits for damages resulting from misuse of Award funds by the Subrecipient, personal or bodily injury, including death, sustained or alleged to have been sustained by any person or persons and on account of damage to property, arising or alleged to have arisen out of the performance of this Agreement, whether or not such injuries to persons or damage to property is due to the negligence of Subrecipient, its subcontractors, agents, successors or assigns.

11. NOTICES

Any notices required to be given by the County or the Subrecipient shall be in writing and delivered to the following representatives for each party:

Jefferson County, Texas
 Judge Jeff Branick – County Judge
 1149 Pearl 4th Floor
 Beaumont, TX 77701

jeff.branick@jeffcotx.us

Land Manor, Inc
 Arlene Greene, Executive Director
 4655 Collier Street
 Beaumont, Texas 77706

agreene@landmanor.org

12. RESERVATION OF RIGHTS

Failure to insist upon strict enforcement of any terms, covenants, or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of any right or power granted through this

Agreement at any time be construed as a total and permanent waiver of such right or power.

13. FURTHER ASSURANCE

Each of the Parties shall cooperate in good faith with the other to execute and deliver such further documents, to adopt any resolutions, to take any other official action and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this agreement.

Subrecipient shall, in good faith and to the greatest extent possible, complete the Project in accordance with the Subrecipient's proposed project timeline identified in Exhibit A. Subrecipient acknowledges that time is of the essence, and Subrecipient shall exercise due diligence to complete the project in a timely manner.

14. ASSIGNMENT

The Subrecipient shall not assign any portion of the Award, nor responsibility for completion of the Project provided for by this Agreement, to any other party.

15. AMENDMENTS

This Agreement cannot be amended or modified except in writing, signed by both Parties.

16. VENUE AND CHOICE OF LAW

If either party to this Agreement initiates any legal or equitable action to enforce the terms of this Agreement, to declare the rights of the parties under this Agreement, or which relates to this Agreement in any manner, the County and Subrecipient agree that the proper venue for such action is Jefferson County, Texas. This Agreement shall be governed by the laws of the State of Texas, both as to interpretation and performance.

17. SEVERABILITY

If any part of this Agreement is held by the courts to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part held to be invalid.

18. INTEGRATED DOCUMENT

This Agreement, together with all exhibits and attachments, which are incorporated by reference, constitute the entire agreement between the Parties. There are no other agreements, written or oral, that have not been fully set forth in the text of this Agreement.

19. NO THIRD-PARTY BENEFICIARY

Nothing in this Agreement shall create or be interpreted to create any rights in or obligations in favor of any person or entity not a party to this agreement. Except for the Parties to this agreement, no person or entity is an intended third-party beneficiary under this agreement.

20. HEADINGS

The section headings of this agreement are for the purposes of reference only and shall not limit or define the meaning thereof.

21. AUTHORITY TO SIGN

The persons executing this Agreement on behalf of the Subrecipient represent that one or both of them has the authority to execute this Agreement and to bind the Subrecipient to its terms.

JEFFERSON COUNTY, TEXAS



Jeff Brantick
County Judge
Jefferson County, Texas


Date

SUBRECIPIENT

Arlene Greene
Executive Director
Land Manor, Inc.

Date

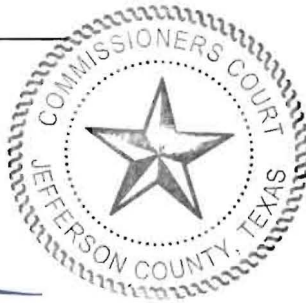
ATTEST:



Roxanne Acosta-Hellberg
County Clerk
Jefferson County, Texas

12/3/2024

Date



ATTEST:

Jessica Bean
Associate Executive Director
Land Manor, Inc.

Date

EXHIBIT A

Subrecipient Project Information and Approved Work

Subrecipient Entity Name

Land Manor, Inc.

Subrecipient Mailing Address

4655 Collier Street
Beaumont, Texas 77706

Subrecipient Primary Contact

Name: Arlene Greene
Title: Executive Director
Email: agreene@landmanor.org
Phone #: (409) 838-3946

Subrecipient Secondary Contact

Name: Jessica Bean
Title: Associate Executive Director
Email: jbean@landmanor.org
Phone #: (409) 838-3946

Subrecipient Unique Entity Identifier

RK6JY6LK3K13

SLFRF Subaward Amount

\$ 257,948.23

Project Name

Franklin House North roof repair/replace
Franklin House South interior repairs/renovation

Project Physical Address

Franklin House North : 5670 Concord Road
Beaumont, Texas 77708
Franklin House South : 1635 Avenue A
Beaumont, Texas 77701

Project Description

At the Franklin House North facility, repair and/or replace the existing roof.
At Franklin House South facility, repair/replace damaged or non-compliant elements, components, systems, fixtures and/or finishes.

Project Goals / Intended Outcomes

To repair and/or replace damaged elements of two Land Manor facilities in order to become compliant with accreditation requirements and continue to provide services to disadvantaged populations.

Approved Activities / Scope of Work

1. Design, Engineering and Project Mangement
2. Permitting and fees
3. Construction
4. Administrative
5. Fire suppression
- 6.
- 7.
- 8.
- 9.
- 10.

Jefferson County Approval & Date



Subrecipient Signature & Date

EXHIBIT B SLFRF REPORTING REQUIREMENTS

A. Applicable Statutes, Rules, and Guidance

The statutes, rules, and regulations set forth in the Agreement apply with respect to the reporting obligations set forth herein. All terms used herein have the definitions set forth in the Agreement or, if not specified in the Agreement, as set forth in ARPA and SLFRF publications or as defined by the County. Additionally, Treasury's publication entitled the "Compliance and Reporting Guidance" ("Compliance Guidance") and Treasury's "Project and Expenditure Report User Guide for State and Local Fiscal Recovery Funds" ("User Guide") apply as noted herein. In addition, the Uniform Administrative Requirements for Federal Awards in 2 CFR Part 200 apply to the Award under this Agreement.

B. Important Concepts

Recipients, Subrecipients, Subawards, and Projects

The definition of "recipient" includes counties that receive a payment under section 602(b) or 603(b) of the Social Security Act. 31 CFR § 3. In this case and as set forth in the Agreement, the County is the recipient of SLFRF funds.

A "subrecipient" includes any non-Federal entity that receives a subaward from a recipient to carry out part of a Federal program, in this case the SLFRF program. See 2 CFR §200.93. Entities that receive a subaward from the County to carry out the SLFRF program are subrecipients, as defined in the Agreement.

A "subaward" is an award of SLFRF funds provided to a subrecipient by a recipient to carry out the SLFRF program.

"Projects" are defined as a group of closely related activities that are intended to meet a certain goal or directed toward a common purpose or "new or existing eligible government services or investments funded in whole or in part by SLFRF funding."

Eligible Costs Timeframe

Under this Agreement, the Subrecipient may use Award funds to cover eligible costs incurred from March 3, 2021 to December 31, 2026, as long as the obligations are incurred by December 31, 2024 and liquidated by December 31, 2026.

Obligations

SLFRF funds defines an obligation as "an order placed for property and services and entering into contracts, subawards, and similar transactions that require payment." 31 CFR § 35.3. The Project and Expenditure Report User Guide also includes contracts as obligations. Obligation is similarly defined as "orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period."

For purposes of the Agreement, an obligation is incurred by Subrecipient when the Subrecipient enters into a contract with a contractor, service provider, or supplier with respect to and in furtherance of the Project; the Agreement between the Subrecipient and the County does not constitute an obligation for purposes of Subrecipient's compliance with the Rule.

Expenditures

Reporting must be consistent with the definition of "expenditure" in 2 CFR Part 200. The Uniform Administrative Requirements for federal awards define "expenditures" as "charges made by a non-Federal entity to a project or program for which a federal award was received." 2 CFR § 200.1; 2 CFR § 200.34. However, the definition does not clarify whether the "non-Federal entity" is the recipient or the subrecipient. According to the User Guide, an expenditure is "when the service has been rendered or the good has been delivered to the entity, and payment is due." This definition similarly does not clarify whether "the entity" is the recipient or the subrecipient. For a subrecipient, the service or goods would be delivered to the subrecipient, and then the subrecipient would ask the recipient for funds. Expenditures may be reported on a cash or accrual basis, but the methodology must be disclosed and consistently applied.

For purposes of this Agreement and the Subrecipient's reporting obligations under this Agreement and Exhibit, the County will consider funds "obligated" when the Subrecipient incurs the obligation (enters into a contract with a contractor or supplier) and "expended" payment is due to a contractor or supplier under that contract and payment is made by the Subrecipient.

C. Required Information for Project and Expenditure Reports

Since the County is required to submit quarterly or annual Project and Expenditure reports the Subrecipient is required to provide the County with the necessary information on the Subrecipient's Project in a timely manner so that the County can comply with its reporting obligations under ARPA. The Subrecipient shall provide necessary information to the County within 15 days of the end of each quarter to facilitate the County's filing of such reports. The County will furnish Subrecipient with forms or links to submit information for the Project and Expenditure reports.

Subrecipients **must be** registered in SAM.gov and must provide a Unique Entity Identifier (UEI) number, or its Taxpayer Identification number (TIN), to the County in order to receive ARPA funds.

D. Civil Rights Compliance

The Treasury will request information regarding Subrecipient's compliance with Title VI of the Civil Rights Act of 1964 on an annual basis. This may include a narrative describing the Subrecipient's compliance in addition to other questions or assurances.

Jefferson County
American Rescue Plan Act Obligated Project

Advance Funds Drawdown Request Form

Project Owner

CARDINAL MEADOWS IMPROVEMENT DISTRICT

Project Name / Description

LIFT STATION REHABILITATION

Primary Project Contact/Requester & Title

ANTHONY SMITH
CARDINAL MEADOWS BOARD OF DIRECTOR'S/ BOARD PRESIDENT

Mailing Address

749 HILLEBRANDT RD
BEAUMONT, TX 77705

Request Breakdown

Year:	2024	Advance Drawdown Request Amount:	\$ 64,850.00
Quarter:	4	Validated Total:	\$ 0.00
Total Award:	560750	Validated Balance this request:	\$ 64,850.00

Please Itemize Cost Estimates/Invoices Covered by this draw down request

Expense Item Description	Est Amount	Validated Actual
1 ENGINEERING AND DESIGN PHASE	\$ 59,850.00	
2 PERMITS AND OTHER FEE'S FOR THE CONSTRUCTION PHASE	\$ 5,000.00	
3		
4		
5		
6		
7		
8		

Previous Request Balance:	\$ 0.00	Validated Total
<i>Enter previous quarter balance: negative for surplus, positive for unreimbursed expenses</i>		
Total Request Amount:	\$ 64,850.00	\$ 0.00

Certification

I certify that information, attachments and exhibits in this request accurately reflect the costs of work to be performed and is in accordance with the associated contract or agreement, has not been previously paid, and that funds will be used for the costs described above.

Anthony Smith
Requester Signature & Title

11/14/24
Date

WCID 10 - P1 - #3 Advance Drawdown Q4 2024 -APPROVED
 Easement fee item for 57,519.71 not yet expended is carried forward.

Jefferson County
 American Rescue Plan Act Obligated Project

Advance Funds Drawdown Request Form

Project Owner

Jefferson County Water Control
 Improvement District 10

Project Name / Description

Force Main to Neches River **P1**

Primary Project Contact/Requester & Title

Thomas McDonald, General Manager
 Candace Plessala, Office Manager

Mailing Address

3707 Central Blvd.
 Nederland, TX 77627

Request Breakdown

Year:	<input type="text" value="2024"/>	Advance Drawdown Request Amount:	<input type="text" value="\$ 3,922,266.63"/>
Quarter:	<input type="text" value="4th"/>	Validated Total:	<input type="text" value="\$ 0.00"/>
Total Award:	<input type="text" value="\$ 6,000,000.00"/>	Validated Balance this request:	<input type="text" value="\$ 3,922,266.63"/>

#3,650,000

Please Itemize Cost Estimates/Invoices Covered by this draw down request

Expense Item Description	Est Amount	Validated Actual
1 Pellerin Laydown Easement Fees	<input type="text" value="\$ 57,519.71"/>	<input type="text"/>
2 Engineering Construction & Inspections	<input type="text" value="\$ 150,000.00"/>	<input type="text"/>
3 General Construction Contract	<input type="text" value="\$ 3,500,000.00"/>	<input type="text"/>
4	<input type="text"/>	<input type="text"/>
5	<input type="text"/>	<input type="text"/>
6	<input type="text"/>	<input type="text"/>
7	<input type="text"/>	<input type="text"/>
8	<input type="text"/>	<input type="text"/>

Previous Request Balance: **# 57,519.71**

Enter previous quarter balance: negative for surplus, positive for unreimbursed expenses

Total Request Amount: Validated Total

Certification

I certify that information, attachments and exhibits in this request accurately reflect the costs of work to be performed and is in accordance with the associated contract or agreement, has not been previously paid, and that funds will be used for the costs described above.

C. Plessala Office Manager **11-14-24**
 Requester Signature & Title Date

#3,650,000

Jefferson County Courthouse
1149 Pearl St., 4th 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: November 18, 2024
RE: LGC Section 130.908

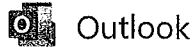
Brandon Willis, in-coming Commissioner for Precinct 1, will be attending the Preparing to Take Office Workshop on December 11, 2024 and will need a cash advance in the amount of \$551.22.

Account to be charged is 111-0107-431.50-62

Please place this on the next Commissioner's Court agenda.

Thank you,

Lori




Nemo-Q Annual Maintenance for Beaumont and Mid County

From Cheryl Ellis <Cheryl.Ellis@jeffcotx.us>

Date Mon 11/18/2024 9:33 AM

To Fran Lee <Fran.Lee@jeffcotx.us>

Cc Rebekah Patin <Rebekah.Patin@jeffcotx.us>; Heather Salazar <Heather.Salazar@jeffcotx.us>

 1 attachment (412 KB)

MX-M465N_20241118_072444.pdf;

Fran,

Please let us know if we may go ahead and request the PO for these. We will be charging this to 120-1011-415-5077.

Thank you

Cheryl Ellis

Administrative Assistant
Jefferson County Tax Office
Phone (409)835-8714
Fax (409)835-8589
Cheryl.Ellis@jeffcotx.us
www.jeffcotax.com

CONFIDENTIALITY NOTICE:

THIS TRANSMISSION IS INTENDED FOR THE SOLE USE OF THE INDIVIDUAL AND/OR ENTITY TO WHOM IT IS ADDRESSED, AND MAY CONTAIN INFORMATION AND/OR ATTACHMENTS THAT ARE PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF YOU ARE NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISCLOSURE, DISSEMINATION, DISTRIBUTION, DUPLICATION OR THE TAKING OF ANY ACTIONS IN RELIANCE ON THE CONTENTS OF THIS TRANSMISSION BY SOMEONE OTHER THAN THE INTENDED ADDRESSEE OR ITS DESIGNATED AGENT IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS MESSAGE IN ERROR, PLEASE NOTIFY THE SENDER BY REPLYING IMMEDIATELY AND DELETE THE MESSAGE.

NEMO-Q, Inc.
 4023 W University Dr, Bldg B
 McKinney, TX 75071 US
 +19723471766
 ar@nemo-q.com
 www.nemo-q.com



INVOICE

BILL TO

Jefferson County Tax
 Cheryl Ellis
 PO box 2112
 Beaumont, TX 77704

SHIP TO

Jefferson County Tax
 Pam Yates
 4605 Jerry Wade Dr
 Beaumont, TX 77705

INVOICE # 13954

DATE 11/15/2024

DUE DATE 12/15/2024

TERMS Net 30

P.O. NUMBER

Annual Fees

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
99225	Annual Blue Warranty for Equipment and Software License Upgrade + New Site Mid County Location 12/4/2024 - 12/3/2025	1	2,801.00	2,801.00
99275	Annual SMS License Fee 1,000 SMS Segments per Month 12/4/2024-12/3/2025	1	360.00	360.00

If you have any questions, please contact us at ar@nemo-q.com.

BALANCE DUE
\$3,161.00

Remit To: NEMO-Q, Inc.
 By Mail: PO Box 6090, McKinney, TX 75071
 By ACH: Bank - JP Morgan Chase
 Routing # - 111000614 Account # - 876031878
 Swift Code - CHASUS33

NEMO-Q, Inc.

4023 W University Dr, Bldg B
 McKinney, TX 75071 US
 +19723471766
 ar@nemo-q.com
 www.nemo-q.com



INVOICE

BILL TO
 Jefferson County
 Auditors Office
 Accounts Payable
 1149 Pearl St., 7th Floor
 Beaumont, TX 77701

SHIP TO
 Jefferson County
 Tax Assessor-Collector
 Courthouse 1st Floor
 1149 Pearl Street
 Beaumont, TX 77701

INVOICE 13953
DATE 11/15/2024
TERMS Net 30
DUE DATE 12/15/2024

P.O. NUMBER
 Annual Fees

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
99225	Annual Blue Warranty for Equipment and Software License Pearl Street Location 12/4/2024-12/3/2025	1	1,860.00	1,860.00

If you have any questions, please contact us at
 ar@nemo-q.com.

BALANCE DUE

\$1,860.00

Remit To: NEMO-Q, Inc.
 By Mail: PO Box 6090, McKinney, TX 75071
 By ACH: Bank - JP Morgan Chase
 Routing # - 111000614 Account # - 876031878
 Swift Code - CHASUS33

LASALLE

CORRECTIONS

14707 Fitzhugh Rd, B-100
Austin, Texas 78736
Phone: 512-858-720; Fax: 512-858-7212

November 18, 2024

HVAC COST ESTIMATE: CHILLER REBUILD AND MAINTENANCE

JEFFERSON COUNTY DOWNTOWN JAIL
1001 PEARL STREET
BEAUMONT, TEXAS 77701

No.	DESCRIPTION	AMOUNT
1	Completed 3 total system functionality check by multiple HVAC vendors	\$2,500
2	Inspection and Replacement materials for Chiller (Maintenance and Mechanical materials)	\$33,000
	Replacement Chiller materials (estimate depends on flooring metal and copper pricing the day of purchase and ending cost of new manufactured coil)	\$12,000
3	Tools required to complete job	
	Power horse propane hot water coil cleaner	\$1,000
	Professional Pro Press M18 Pro Logic System with up to 4" jaws kit	\$6,000
	Large Fan Pully Removal Tool, low profile sawhorses, cleaning materials, towels and basic job materials	\$600
	Already Billed for first 2 visits	\$2500
	Total	\$57,600

Item Notes:

#2 - Inspect chiller for makeup maintenance needs, as well as overall mechanical needs. (materials identified in need) replacement heater coil , all water valves, condensation drain catch upper pan, condensation drain lines, total interior flooring rebuild, sealant for finalized interior rebuild, sealant for interior courthouse wall seams, replacement copper water line for connection of any and all areas reconnected with new coil, reconnected with new water valves, as well as connected to main water system.

Frankly Heating and Air Cost Estimate for chiller rebuild:

<https://invoiceeasy.com/share/Vn6Lnz8WyWjK>

Specialty Coils

Jefferson County
American Rescue Plan Act Obligated Project

Advance Funds Drawdown Request Form

Project Owner
Family Services of Southeast Texas Inc.

Project Name / Description
Shelter Build

Primary Project Contact/Requester & Title
Deborah Tomov

Mailing Address
3550 Fannin St. Beaumont Texas 77701

Request Breakdown

Year:
 Quarter:
 Total Award:

Advance Drawdown Request Amount:
 Validated Total:
 Validated Balance this request:

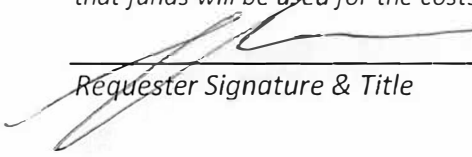
Please Itemize Cost Estimates/Invoices Covered by this draw down request

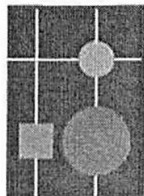
Expense Item Description	Est Amount	Validated Actual
1 Apex Alliance: Payment #10	\$ 892,276.10	
2		
3		
4		
5		
6		
7		
8		

Previous Request Balance:
 Enter previous quarter balance: negative for surplus, positive for reimbursed expenses
 Validated Total
 Total Request Amount:

Certification

I certify that information, attachments and exhibits in this request accurately reflect the costs of work to be performed and is in accordance with the associated contract or agreement, has not been previously paid, and that funds will be used for the costs described above.

 **Executive Director** 11/29/24
 Requester Signature & Title Date



The LaBiche
ARCHITECTURAL GROUP, INC.

Dohn H. LaBiche, FAIA
Principal

November 5, 2024

Greg Wall, AIA
Principal

7999 Gladys, Suite 101
Beaumont, Texas 77706
(409) 860-0197
Fax: (409) 860-0198
www.labiche.com

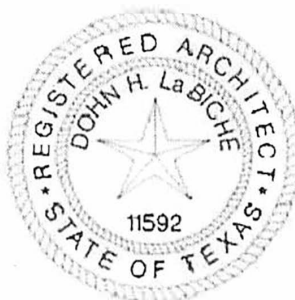
Family Services of Southeast Texas
Attn: Deborah Tomov, Executive Director
3550 Fannin Street
Beaumont, Texas 77701

**RE: Family Services of SETX – New Shelter & Admin
Offices**

Dear Ms. Tomov,

Enclosed herewith is the Contractor's Application and Certificate for **Payment No. 10** in the amount of **\$892,276.10**. This application has been reviewed, and is recommended for payment.

Sincerely,



Dohn H. LaBiche, FAIA
DHL/bo

Enclosure

ARCHITECTURE

**CC: Apex Alliance
Project #: 22032**

PROJECT CONSULTING

PLANNING

INTERIOR DESIGN

APPLICATION AND CERTIFICATE FOR PAYMENT

OWNER:	Family Services Southeast Texas 6730 Concord Rd Beaumont, TX 77708	PROJECT:	Family Services SETX Admin Bldg & Shelter	APPLICATION NO.	10	Distribution to:	<input checked="" type="checkbox"/> OWNER
				PERIOD TO:	31-Oct-24		<input checked="" type="checkbox"/> ARCHITECT
				PROJECT NO:	22032		<input type="checkbox"/> CONTRACTOR
				CONTRACT DATE:	30-Sep-23		<input type="checkbox"/> FIELD
							<input type="checkbox"/> OTHER
CONTRACTOR:	Apex Alliance, LLC 3171 Summit Drive Port Neches, Texas 77651	VIA ARCHITECT:					

CONTRACTOR'S APPLICATION FOR PAYMENT

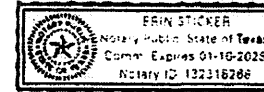
Application is shown for payment, as shown below, in connection with the contract

1. ORIGINAL CONTRACT SUM	\$	<u>10,698,100.00</u>
2. Net change by Change Orders	\$	<u>7,268.64</u>
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	<u>10,705,368.64</u>
4. TOTAL COMPLETED & STORED TO DATE..	\$	<u>3,952,662.50</u>
5. RETAINAGE		
a. <u>5%</u> of Completed Work	\$	<u>197,633.13</u>
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	<u>3,755,029.38</u>
7. LESS PREVIOUS CERTIFICATED FOR PAYMENT (Line 6 from Previous Certificate)	\$	<u>2,862,753.28</u>
8. CURRENT PAYMENT DUE	\$	<u>892,276.10</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>6,950,339.27</u>

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in Previous months by Owner	\$ 11,756.64	\$ (4,488.00)
Total approved this Month	\$ -	\$ -
TOTALS	\$ 11,756.64	\$ (4,488.00)
NET CHANGES by Change Order	\$	<u>7,268.64</u>

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work Covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Apex Alliance
BY: [Signature] **Date:** 11/4/2024 **Revised**



State of: Texas
 County of: Jefferson
 Subscribed and Sworn to before me this 4th day of November, 2024

Notary Public: [Signature]
 My commission expires: 1/16/2028

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 892,276.10
 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: [Signature]
BY: [Signature] **Date:** 11/7/24

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET; SCHEDULE OF VALUES

APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 10
 APPLICATION DATE: 11/04/24
 PERIOD TO: 10/31/24
 ARCHITECT'S PROJECT NO: 22032

A	B	C	C1	C2	D WORK COMPLETED		F	G		H	I
DIV NO.	DESCRIPTION OF WORK	ORIGINAL SCHEDULED VALUE	SCHEDULED CHANGE ORDERS	CURRENT SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE (D+E)	% (G + C2)	BALANCE TO FINISH (C2- G)	RETAINAGE 5%
01	General										
	Building Permits/Fees	\$ 62,709.00	\$ -	\$ 62,709.00	\$ 62,709.00	\$ -	\$ -	\$ 62,709.00	100.00%	\$ -	\$ 3,135.45
	Bond	\$ 91,836.00	\$ -	\$ 91,836.00	\$ 91,836.00	\$ -	\$ -	\$ 91,836.00	100.00%	\$ -	\$ 4,591.80
	Cleaning	\$ 27,536.00	\$ -	\$ 27,536.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 27,536.00	\$ -
	Equipment Rental	\$ 31,950.00	\$ -	\$ 31,950.00	\$ 850.00	\$ 5,250.00	\$ -	\$ 6,100.00	19.09%	\$ 25,850.00	\$ 305.00
	Dumpsters	\$ 22,365.00	\$ -	\$ 22,365.00	\$ 5,995.00	\$ -	\$ -	\$ 5,995.00	26.81%	\$ 16,370.00	\$ 299.75
	Temporary Fencing	\$ 5,325.00	\$ -	\$ 5,325.00	\$ 5,125.00	\$ -	\$ -	\$ 5,125.00	96.24%	\$ 200.00	\$ 256.25
	Temporary Utilities	\$ 2,982.00	\$ -	\$ 2,982.00	\$ 2,039.00	\$ -	\$ -	\$ 2,039.00	68.38%	\$ 943.00	\$ 101.95
	Jobsite Office	\$ 14,385.00	\$ -	\$ 14,385.00	\$ 8,380.00	\$ 865.00	\$ -	\$ 9,245.00	64.27%	\$ 5,140.00	\$ 462.25
	SWPPP	\$ 6,869.00	\$ -	\$ 6,869.00	\$ 5,679.00	\$ -	\$ -	\$ 5,679.00	82.68%	\$ 1,190.00	\$ 283.95
	Project Signage	\$ 2,130.00	\$ -	\$ 2,130.00	\$ 1,850.00	\$ -	\$ -	\$ 1,850.00	86.85%	\$ 280.00	\$ 92.50
	Project Management	\$ 134,036.00	\$ -	\$ 134,036.00	\$ 65,541.00	\$ 9,785.00	\$ -	\$ 75,326.00	56.20%	\$ 58,710.00	\$ 3,766.30
	Insurance	\$ 40,393.00	\$ -	\$ 40,393.00	\$ 40,393.00	\$ -	\$ -	\$ 40,393.00	100.00%	\$ -	\$ 2,019.65
	Windstorm Certificate	\$ 23,500.00	\$ -	\$ 23,500.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 23,500.00	\$ -
	Alternates										
	01 Storage Bldg	\$ 121,500.00	\$ -	\$ 121,500.00	\$ -	\$ 38,840.00	\$ -	\$ 38,840.00	31.97%	\$ 82,660.00	\$ 1,942.00
	Allowances									\$ -	
	01 Playground	\$ 80,000.00	\$ -	\$ 80,000.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 80,000.00	\$ -
	02 Security System	\$ 245,510.00	\$ -	\$ 245,510.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 245,510.00	\$ -
03	Concrete										
	Concrete Forming & Accessories	\$ 29,795.00	\$ -	\$ 29,795.00	\$ 22,746.00	\$ 2,475.00	\$ -	\$ 25,221.00	84.65%	\$ 4,574.00	\$ 1,261.05
	Concrete Reinforcing	\$ 93,970.00	\$ -	\$ 93,970.00	\$ 61,000.00	\$ 18,870.00	\$ -	\$ 79,870.00	85.00%	\$ 14,100.00	\$ 3,993.50
	Case in Place Concrete	\$ 411,330.00	\$ -	\$ 411,330.00	\$ 316,060.00	\$ 32,935.00	\$ -	\$ 348,995.00	84.85%	\$ 62,335.00	\$ 17,449.75
04	Masonry										
	Unit Masonry	\$ 162,430.00	\$ -	\$ 162,430.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 162,430.00	\$ -
	Anchored Stone Masonry Veneer	\$ 35,281.00	\$ -	\$ 35,281.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 35,281.00	\$ -
	Cast Stone Masonry	\$ 16,200.00	\$ -	\$ 16,200.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 16,200.00	\$ -
05	Metals										
	Metal Fabrications	\$ 4,235.00	\$ -	\$ 4,235.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 4,235.00	\$ -
	Aluminum Ladders	\$ 5,350.00	\$ -	\$ 5,350.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 5,350.00	\$ -
06	Wood, Plastics & Composites										
	Rough Carpentry	\$ 307,014.00	\$ -	\$ 307,014.00	\$ 57,292.00	\$ 126,800.00	\$ -	\$ 184,092.00	59.96%	\$ 122,922.00	\$ 9,204.60
	Sheathing (Zip System)	\$ 46,200.00	\$ -	\$ 46,200.00	\$ 9,180.00	\$ 7,800.00	\$ -	\$ 16,980.00	36.75%	\$ 29,220.00	\$ 849.00
	Shop Fabricated Trusses	\$ 213,000.00	\$ -	\$ 213,000.00	\$ -	\$ 170,100.00	\$ -	\$ 170,100.00	79.88%	\$ 42,900.00	\$ 8,505.00
	Exterior Finish Carpentry	\$ 41,740.00	\$ -	\$ 41,740.00	\$ -	\$ 8,650.00	\$ -	\$ 8,650.00	20.72%	\$ 33,090.00	\$ 432.50
	Plastic Laminate Clad Arch Cabinets	\$ 55,331.00	\$ -	\$ 55,331.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 55,331.00	\$ -

A DIV NO.	B DESCRIPTION OF WORK	C ORIGINAL SCHEDULED VALUE	C1 SCHEDULED CHANGE ORDERS	C2 CURRENT SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED	G TOTAL COMPLETED AND STORED TO DATE (D+E)		H BALANCE TO FINISH (C2- G)	I RETAINAGE 5%
					FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G + C2)			
07	Thermal & Moisture Protection										
	Sound Insulation	\$ 94,099.00	\$ -	\$ 94,099.00	\$ -	\$ -	\$ 81,750.00	\$ 81,750.00	86.88%	\$ 12,349.00	\$ 4,087.50
	Asphalt Shingles - Materials	\$ 58,736.00	\$ -	\$ 58,736.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 58,736.00	\$ -
	Asphalt Shingles - Labor	\$ 32,700.00	\$ -	\$ 32,700.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 32,700.00	\$ -
	Gutters & Downspouts	\$ 95,696.00	\$ -	\$ 95,696.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 95,696.00	\$ -
	Fiber-Cement Siding	\$ 89,467.00	\$ -	\$ 89,467.00	\$ -	\$ 3,600.00	\$ -	\$ 3,600.00	4.02%	\$ 85,867.00	\$ 180.00
08	Openings										
	Hollow Metal Doors & Frames	\$ 98,550.00	\$ -	\$ 98,550.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 98,550.00	\$ -
	Flush Wood Doors	\$ 88,765.00	\$ -	\$ 88,765.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 88,765.00	\$ -
	Coiling Counter Doors	\$ 4,488.00	\$ (4,488.00)	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
	AFE/Storefronts	\$ 189,375.00	\$ -	\$ 189,375.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 189,375.00	\$ -
	Door Hardware	\$ 180,486.00	\$ -	\$ 180,486.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 180,486.00	\$ -
	Vinyl Windows	\$ 122,410.00	\$ -	\$ 122,410.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 122,410.00	\$ -
09	Finishes										
	Non-Structural Metal Framing	\$ 6,750.00	\$ -	\$ 6,750.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 6,750.00	\$ -
	Building FRP	\$ 11,561.00	\$ -	\$ 11,561.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 11,561.00	\$ -
	Gypsum Board	\$ 225,586.00	\$ -	\$ 225,586.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 225,586.00	\$ -
	Resilient Flooring	\$ 220,228.00	\$ -	\$ 220,228.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 220,228.00	\$ -
	Tiling	\$ 132,421.00	\$ -	\$ 132,421.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 132,421.00	\$ -
	Acoustical Panel Ceilings	\$ 67,646.00	\$ -	\$ 67,646.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 67,646.00	\$ -
	Interior Painting	\$ 113,816.00	\$ -	\$ 113,816.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 113,816.00	\$ -
	Exterior Painting	\$ 40,470.00	\$ -	\$ 40,470.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 40,470.00	\$ -
10	Specialties										
	Visual Display Units	\$ 1,789.00	\$ -	\$ 1,789.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 1,789.00	\$ -
	Room ID Panel Signage	\$ 18,908.00	\$ -	\$ 18,908.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 18,908.00	\$ -
	Plaques	\$ 1,012.00	\$ -	\$ 1,012.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 1,012.00	\$ -
	Restrooms/Bath Accessories	\$ 21,187.00	\$ -	\$ 21,187.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 21,187.00	\$ -
	Door/Wall Protection	\$ 12,559.00	\$ -	\$ 12,559.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 12,559.00	\$ -
	Manufactured Fireplaces	\$ 3,408.00	\$ -	\$ 3,408.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 3,408.00	\$ -
	Fire Extinguishers/Cabinets	\$ 3,212.00	\$ -	\$ 3,212.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 3,212.00	\$ -
	Metal Lockers	\$ 3,716.00	\$ -	\$ 3,716.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 3,716.00	\$ -
	Protective Parking & Walkway Covers	\$ 56,291.00	\$ -	\$ 56,291.00	\$ 3,450.50	\$ -	\$ -	\$ 3,450.50	6.13%	\$ 52,840.50	\$ 172.53
11	Equipment/Appliances										
	Residential Appliances	\$ 18,105.00	\$ -	\$ 18,105.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 18,105.00	\$ -
	Foodservice Appliances	\$ 141,564.00	\$ -	\$ 141,564.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 141,564.00	\$ -
12	Furnishings										
	Horizontal Louver Blinds	\$ 18,105.00	\$ -	\$ 18,105.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 18,105.00	\$ -
	Quartz Agglomerate Countertops	\$ 39,300.00	\$ -	\$ 39,300.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 39,300.00	\$ -
	Entrance Mats & Frames	\$ 6,390.00	\$ -	\$ 6,390.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 6,390.00	\$ -
21	Fire Protection Systems										
	Fire Protection Systems	\$ 261,836.00	\$ -	\$ 261,836.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 261,836.00	\$ -
22	Plumbing										
	Plumbing Piping Systems	\$ 215,659.00	\$ -	\$ 215,659.00	\$ 121,963.00	\$ -	\$ -	\$ 121,963.00	56.55%	\$ 93,696.00	\$ 6,098.15

A DIV NO.	B DESCRIPTION OF WORK	C ORIGINAL SCHEDULED VALUE	C1 SCHEDULED CHANGE ORDERS	C2 CURRENT SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED	G TOTAL COMPLETED AND STORED TO DATE (D+E)		H BALANCE TO FINISH (C2-G)	I RETAINAGE 5%
					FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G + C2)			
	Plumbing Pipes	\$ 92,600.00	\$ -	\$ 92,600.00	\$ -	\$ 53,848.00	\$ -	\$ 53,848.00	58.15%	\$ 38,752.00	\$ 2,692.40
	Plumbing Piping, Valves, & Accessories	\$ 94,675.00	\$ -	\$ 94,675.00	\$ 19,822.00	\$ -	\$ -	\$ 19,822.00	20.94%	\$ 74,853.00	\$ 991.10
	Domestic Water Heaters	\$ 36,000.00	\$ -	\$ 36,000.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 36,000.00	\$ -
	Floor & Area Drains	\$ 12,200.00	\$ -	\$ 12,200.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 12,200.00	\$ -
	Plumbing Fixtures	\$ 138,450.00	\$ -	\$ 138,450.00	\$ 37,275.00	\$ -	\$ -	\$ 37,275.00	26.92%	\$ 101,175.00	\$ 1,863.75
	Utility Water & Fire Mains	\$ 279,030.00	\$ -	\$ 279,030.00	\$ 227,175.00	\$ 22,300.00	\$ -	\$ 249,475.00	89.41%	\$ 29,555.00	\$ 12,473.75
	Sanitary Sewer Mains & Manholes	\$ 281,649.00	\$ -	\$ 281,649.00	\$ 262,230.00	\$ -	\$ -	\$ 262,230.00	93.11%	\$ 19,419.00	\$ 13,111.50
23	HVAC										
	Air Cooled Split System AC Units	\$ 392,020.00	\$ -	\$ 392,020.00	\$ -	\$ -	\$ 335,020.00	\$ 335,020.00	85.46%	\$ 57,000.00	\$ 16,751.00
	Ductwork Insulation	\$ 122,000.00	\$ -	\$ 122,000.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 122,000.00	\$ -
	Piping Insulation	\$ 57,458.00	\$ -	\$ 57,458.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 57,458.00	\$ -
	Fans	\$ 38,000.00	\$ -	\$ 38,000.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 38,000.00	\$ -
	Ductwork	\$ 284,000.00	\$ -	\$ 284,000.00	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00	7.04%	\$ 264,000.00	\$ 1,000.00
	Testing Adjustment & Balancing	\$ 42,000.00	\$ -	\$ 42,000.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 42,000.00	\$ -
	Kitchen Hood Motors	\$ 28,900.00	\$ -	\$ 28,900.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 28,900.00	\$ -
26	Electrical										
	Standby Generator Sets	\$ 547,000.00	\$ -	\$ 547,000.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 547,000.00	\$ -
	Automatic Transfer Switches	\$ 32,715.00	\$ -	\$ 32,715.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 32,715.00	\$ -
	Panelboards	\$ 92,100.00	\$ -	\$ 92,100.00	\$ -	\$ -	\$ 16,000.00	\$ 16,000.00	17.37%	\$ 76,100.00	\$ 800.00
	Lightning Protection	\$ 74,000.00	\$ -	\$ 74,000.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 74,000.00	\$ -
	Electrical Service Entrance	\$ 166,800.00	\$ -	\$ 166,800.00	\$ 99,397.00	\$ -	\$ -	\$ 99,397.00	59.59%	\$ 67,403.00	\$ 4,969.85
	Interior Lighting	\$ 320,000.00	\$ -	\$ 320,000.00	\$ -	\$ -	\$ 108,000.00	\$ 106,000.00	33.13%	\$ 214,000.00	\$ 5,300.00
	Exterior Lighting	\$ 120,100.00	\$ -	\$ 120,100.00	\$ -	\$ -	\$ 18,000.00	\$ 18,000.00	14.99%	\$ 102,100.00	\$ 900.00
	Wiring Devices	\$ 204,100.00	\$ -	\$ 204,100.00	\$ -	\$ 37,100.00	\$ 29,000.00	\$ 66,100.00	32.39%	\$ 138,000.00	\$ 3,305.00
	Electrical Materials	\$ 588,931.00	\$ -	\$ 588,931.00	\$ 31,171.00	\$ -	\$ 21,000.00	\$ 52,171.00	8.86%	\$ 536,760.00	\$ 2,608.55
28	Fire Alarm										
	Fire Detection & Alarm	\$ 58,575.00	\$ -	\$ 58,575.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 58,575.00	\$ -
31	Earthwork										
	Site Clearing	\$ 22,000.00	\$ -	\$ 22,000.00	\$ 22,000.00	\$ -	\$ -	\$ 22,000.00	100.00%	\$ -	\$ 1,100.00
	Earth Moving	\$ 413,609.00	\$ -	\$ 413,609.00	\$ 395,546.00	\$ -	\$ -	\$ 395,546.00	95.63%	\$ 18,063.00	\$ 19,777.30
	Termite Control	\$ 8,520.00	\$ -	\$ 8,520.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 8,520.00	\$ -
32	Exterior Improvements										
	Concrete Paving	\$ 505,955.00	\$ -	\$ 505,955.00	\$ 438,300.00	\$ -	\$ -	\$ 438,300.00	86.63%	\$ 67,655.00	\$ 21,915.00
	Unit Paving	\$ 18,100.00	\$ -	\$ 18,100.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 18,100.00	\$ -
	Oxford Benches	\$ 12,300.00	\$ -	\$ 12,300.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 12,300.00	\$ -
	Geo Block Pavement	\$ 15,600.00	\$ -	\$ 15,600.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 15,600.00	\$ -
	Pavement Marking & Signage	\$ 5,325.00	\$ -	\$ 5,325.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 5,325.00	\$ -
	Steel Ornamental Fence System	\$ 33,880.00	\$ -	\$ 33,880.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 33,880.00	\$ -
	Chain Link Fences & Gates	\$ 65,437.00	\$ -	\$ 65,437.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 65,437.00	\$ -
	Landscape Irrigation	\$ 82,711.00	\$ -	\$ 82,711.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 82,711.00	\$ -
	Storm Water	\$ 380,167.00	\$ -	\$ 380,167.00	\$ 371,670.00	\$ -	\$ -	\$ 371,670.00	97.76%	\$ 8,497.00	\$ 18,583.50
	CO 01: City Required Privacy Fence	\$ -	\$ 11,756.64	\$ 11,756.64	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 11,756.64	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
	TOTALS	\$ 10,698,100.00	\$ 7,268.64	\$ 10,705,368.64	\$ 2,806,674.50	\$ 539,218.00	\$ 606,770.00	\$ 3,952,662.50	36.92%	\$ 6,752,706.14	\$ 197,633.13

NAME	AMOUNT	CHECK NO ⁰⁵⁵⁰⁵	TOTAL
JURY FUND			
DAWN DONUTS	87.00	523495	
CHAPMAN VENDING	97.35	523532	184.35**
ROAD & BRIDGE PCT.#1			
SPIDLE & SPIDLE	971.98	523343	
COASTAL WELDING SUPPLY INC	15.79	523352	
ACE IMAGEWEAR	77.78	523391	
TEXAS ASSOCIATION OF COUNTIES	250.00	523399	
PUMPTEX, INC.	17,423.51	523432	
NORTH SHORE SUPPLY COMPANY	70.00	523445	
HLAVINKA EQUIPMENT COMPANY	9.86	523458	
ALL SERV INDUSTRIAL LLC	330.69	523465	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	523526	19,347.61**
ROAD & BRIDGE PCT.#2			
ACE IMAGEWEAR	39.84	523391	
BUMPER TO BUMPER	53.32	523447	
CENTERPOINT ENERGY RESOURCES CORP	60.96	523448	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	523526	352.12**
ROAD & BRIDGE PCT. # 3			
SPIDLE & SPIDLE	9,248.66	523343	
FARM & HOME SUPPLY	17.99	523357	
GREATER PORT ARTHUR	175.00	523360	
ENTERGY	412.96	523362	
S.E. TEXAS BUILDING SERVICE	325.00	523393	
SOUTHERN TIRE MART, LLC	2,707.37	523404	
TEXAS GAS SERVICE	206.71	523440	
MARTIN PRODUCT SALES LLC	200.00	523453	
ALL SERV INDUSTRIAL LLC	853.44	523465	
KUBOTA TRACTOR CORPORATION	65,564.51	523470	
CAT5 RESOURCES LLC	889.76	523490	
1800RADIATOR & AC	623.78	523491	
O'REILLY AUTO PARTS	19.28	523510	
GULF COAST	1,386.50	523515	
GERALD T PELTIER JR	200.00	523516	
ODP BUSINESS SOLUTIONS, LLC	173.23	523545	
RALPH'S INDUSTRIAL ELECTRONICS SUPP	1,094.92	523551	84,099.11**
ROAD & BRIDGE PCT.#4			
CITY OF BEAUMONT - LANDFILL	129.00	523347	
HARTMANN BLDG. SPECIALITIES	219.16	523365	
M&D SUPPLY	438.67	523372	
OVERHEAD DOOR CO.	270.60	523377	
DEPARTMENT OF INFORMATION RESOURCES	.13	523412	
UNITED STATES POSTAL SERVICE	.69	523423	
ON TIME TIRE	330.00	523480	
GULF COAST	953.88	523515	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	523526	
MUNRO'S UNIFORM SERVICES, LLC	100.28	523547	2,640.41**
ENGINEERING FUND			
FUNCTION 4 LLC - WELLS FARGO FINANC	550.00	523526	
MICHELLE FALGOUT	100.00	523535	
LINDA CATHEY	100.00	523541	
ODP BUSINESS SOLUTIONS, LLC	75.46	523545	825.46**
PARKS & RECREATION			
ENTERGY	622.51	523362	
RITTER @ HOME	10.99	523386	
LOWE'S HOME CENTERS, INC.	98.25	523434	
PARKER'S BUILDING SUPPLY	331.00	523552	1,062.75**
GENERAL FUND			
TAX OFFICE			

NAME	AMOUNT	CHECK NO ⁰⁶⁵⁰⁶	TOTAL
UNITED STATES POSTAL SERVICE	361.65	523423	
ROCHESTER ARMORED CAR CO INC	378.40	523475	
FUNCTION 4 LLC - WELLS FARGO FINANC	792.00	523526	
ODP BUSINESS SOLUTIONS, LLC	610.23	523545	2,142.28*
COUNTY HUMAN RESOURCES			
CASH ADVANCE ACCOUNT	1,022.50	523369	
UNITED STATES POSTAL SERVICE	2.07	523423	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	523526	1,222.57*
AUDITOR'S OFFICE			
UNITED STATES POSTAL SERVICE	22.36	523423	
FUNCTION 4 LLC - WELLS FARGO FINANC	422.00	523526	444.36*
COUNTY CLERK			
UNITED STATES POSTAL SERVICE	234.57	523423	
FUNCTION 4 LLC - WELLS FARGO FINANC	818.00	523526	
ODP BUSINESS SOLUTIONS, LLC	558.43	523545	1,611.00*
COUNTY JUDGE			
UNITED STATES POSTAL SERVICE	2.07	523423	
ROCKY LAWDERMILK	1,800.00	523435	
HARVEY L WARREN III	1,800.00	523471	
GREGORY LAW FIRM	500.00	523478	
THOMSON REUTERS-WEST	137.38	523484	
SNIDER LAW FIRM PLLC	1,000.00	523487	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	523526	5,437.45*
RISK MANAGEMENT			
DELL MARKETING L.P.	1,626.45	523353	
UNITED STATES POSTAL SERVICE	.97	523423	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	523526	1,825.42*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	262.58	523423	
ODP BUSINESS SOLUTIONS, LLC	106.38	523545	368.96*
PRINTING DEPARTMENT			
PARKER BUSINESS FORMS	29.00	523466	29.00*
PURCHASING DEPARTMENT			
BEAUMONT ENTERPRISE	496.60	523355	
PORT ARTHUR NEWS, INC.	227.40	523380	
UNITED STATES POSTAL SERVICE	66.30	523423	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	523526	
CITIBANK NA	120.00	523554	1,108.30*
GENERAL SERVICES			
CASH ADVANCE ACCOUNT	90.00	523369	
SPINDLETOP MHMR	38,220.33	523371	
NATIONAL ASSN. OF COUNTIES	5,131.00	523405	
ROCHESTER ARMORED CAR CO INC	6,663.79	523475	
LJA ENGINEERING INC	1,142.25	523481	
SAM'S CLUB DIRECT	104.00	523482	
K2 TOWERS III, LLC	2,435.00	523536	53,786.37*
DATA PROCESSING			
DELL MARKETING L.P.	251.95	523353	
CDW COMPUTER CENTERS, INC.	30,239.18	523409	
MICHAEL BAIN	456.27	523457	
REXEL USA INC	180.44	523504	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	523526	
AMAZON CAPITAL SERVICES	47.98	523553	31,373.82*
VOTERS REGISTRATION DEPT			

NAME	AMOUNT	CHECK NO	TOTAL
UNITED STATES POSTAL SERVICE	443.77	523423	443.77*
ELECTIONS DEPARTMENT			
DEPARTMENT OF INFORMATION RESOURCES	.38	523412	
DANIELS BUILDING & CONSTRUCTION INC	46,493.00	523418	
UNITED STATES POSTAL SERVICE	970.14	523423	
PENSKE TRUCK LEASING CO LP	1,038.30	523441	
HAYLEE FOURNIER	58.40	523462	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	523526	
ODP BUSINESS SOLUTIONS, LLC	92.28	523545	48,850.50*
DISTRICT ATTORNEY			
JEFFERSON CTY. DISTRICT ATTORNEY	18,400.00	523367	
TEXAS DISTRICT & COUNTY ATTY ASSN.	1,500.00	523400	
RENE MULHOLLAND	42.50	523403	
JAMES ARCENEUX	24.12	523421	
UNITED STATES POSTAL SERVICE	139.96	523423	
MCM ELEGANTE HOTEL	246.10	523450	
THOMSON REUTERS-WEST	4,772.65	523484	
FUNCTION 4 LLC - WELLS FARGO FINANC	1,016.00	523526	
ODP BUSINESS SOLUTIONS, LLC	652.00	523545	
CAMEO TRAVEL SERVICE	1,448.92	523548	
AMAZON CAPITAL SERVICES	130.95	523553	28,373.20*
DISTRICT CLERK			
UNITED STATES POSTAL SERVICE	153.74	523423	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	523526	
ODP BUSINESS SOLUTIONS, LLC	10,252.06	523545	
CITIBANK NA	2,289.74	523554	12,893.54*
CRIMINAL DISTRICT COURT			
MARSHA NORMAND	8,750.00	523376	
KEVIN S. LAINE	4,375.00	523406	
LANGSTON ADAMS	8,750.00	523437	
KIMBERLY R. BROUSSARD	276.00	523463	
JASON ROBERT NICKS	4,375.00	523468	
FUNCTION 4 LLC - WELLS FARGO FINANC	396.00	523526	26,922.00*
58TH DISTRICT COURT			
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	523526	198.00*
60TH DISTRICT COURT			
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	523526	198.00*
136TH DISTRICT COURT			
LEXIS-NEXIS	220.00	523424	
ODP BUSINESS SOLUTIONS, LLC	134.55	523545	354.55*
172ND DISTRICT COURT			
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	523526	
KAYCEE LYNN JONES	106.79	523558	304.79*
252ND DISTRICT COURT			
THOMAS J. BURBANK PC	800.00	523350	
EDWARD B. GRIPON, M.D., P.A.	795.00	523361	
WENDELL RADFORD	3,400.00	523383	
KEVIN S. LAINE	4,375.00	523406	
UNITED STATES POSTAL SERVICE	19.84	523423	
LAURIE PEROZZO	800.00	523467	
JASON ROBERT NICKS	4,375.00	523468	
JENNIFER DELAGE	2,430.00	523498	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	523526	
ODP BUSINESS SOLUTIONS, LLC	263.09	523545	17,455.93*
279TH DISTRICT COURT			

NAME	AMOUNT	CHECK NO ⁰⁸⁵⁰⁸	TOTAL
THOMAS J. BURBANK PC	1,078.00	523350	
ANITA F. PROVO	935.00	523382	
NATHAN REYNOLDS, JR.	1,078.00	523385	
RANDY SHELTON	371.07	523390	
SOUTHEAST TEXAS WATER	14.95	523396	
CHARLES ROJAS	110.00	523411	
GLEN M. CROCKER	220.00	523431	
DONEANE E. BECKCOM	660.00	523433	
JOEL WEBB VAZQUEZ	500.00	523446	
KIMBERLY PHELAN, P.C.	250.00	523451	
ALLEN PARKER	110.00	523469	
THOMSON REUTERS-WEST	63.00	523484	
WILLIAM FORD DISHMAN	990.00	523485	
PATRICIA VELASCO	348.33	523496	
JENNIFER DELAGE	1,485.00	523498	
JULLIANA REYES	1,023.00	523509	
ALICIA K HALL PLLC	704.00	523521	
SHELANDER LAW OFFICE	330.00	523533	
FLOYD LEGAL PC	385.00	523560	
317TH DISTRICT COURT			10,655.35*
SHELLY M. STEPHENSON, CSR, RPR	1,958.00	523392	
SOUTHEAST TEXAS WATER	38.45	523394	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	523526	
JUSTICE COURT-PCT 1 PL 1			2,194.45*
SOUTHEAST TEXAS WATER	43.70	523395	
UNITED STATES POSTAL SERVICE	104.29	523423	
THOMSON REUTERS-WEST	137.38	523484	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	523526	
ODP BUSINESS SOLUTIONS, LLC	1,517.34	523545	
AMAZON CAPITAL SERVICES	683.97	523553	
JUSTICE COURT-PCT 1 PL 2			2,684.68*
UNITED STATES POSTAL SERVICE	58.65	523423	
JUSTICE COURT-PCT 6			58.65*
UNITED STATES POSTAL SERVICE	36.96	523423	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	523526	
DIRECTV, LLC	99.24	523537	
JUSTICE COURT-PCT 7			334.20*
DEPARTMENT OF INFORMATION RESOURCES	.16	523412	
JUSTICE OF PEACE PCT. 8			.16*
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	523526	
COUNTY COURT AT LAW NO.1			198.00*
UNITED STATES POSTAL SERVICE	2.07	523423	
SIERRA SPRING WATER CO. - BT	99.44	523425	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	523526	
ODP BUSINESS SOLUTIONS, LLC	105.60	523545	
CITIBANK NA	107.22	523554	
COUNTY COURT AT LAW NO. 2			512.33*
DAVID GROVE	550.00	523344	
JACK LAWRENCE	250.00	523345	
THOMAS J. BURBANK PC	500.00	523350	
MARVA PROVO	350.00	523381	
NATHAN REYNOLDS, JR.	500.00	523385	
UNITED STATES POSTAL SERVICE	8.86	523423	
LANGSTON ADAMS	250.00	523437	
JOEL WEBB VAZQUEZ	775.00	523446	
MATUSKA LAW FIRM	350.00	523488	
JENNIFER DELAGE	500.00	523498	

NAME	AMOUNT	CHECK NO ⁰⁹⁵⁰⁹	TOTAL
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	523526	
ODP BUSINESS SOLUTIONS, LLC	91.20	523545	
COUNTY COURT AT LAW NO. 3			4,323.06*
DAVID GROVE	250.00	523344	
JACK LAWRENCE	350.00	523345	
DONALD BOUDREAUX	500.00	523349	
A. MARK FAGGARD	350.00	523356	
MARVA PROVO	250.00	523381	
LANGSTON ADAMS	400.00	523437	
KIMBERLY PHELAN, P.C.	700.00	523451	
LAURIE PEROZZO	300.00	523467	
JENNIFER DELAGE	1,900.00	523498	
ODP BUSINESS SOLUTIONS, LLC	1,330.72	523545	
RAEGAN MINALDI	500.00	523559	
COURT MASTER			6,830.72*
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	523526	
MEDIATION CENTER			198.00*
UNITED STATES POSTAL SERVICE	4.83	523423	
COMMUNITY SUPERVISION			4.83*
FUNCTION 4 LLC - WELLS FARGO FINANC	792.00	523526	
SHERIFF'S DEPARTMENT			792.00*
J.S. EDWARDS & SHERLOCK INS. AGENCY	71.00	523354	
CASH ADVANCE ACCOUNT	2,963.92	523369	
KIRKSEY'S SPRINT PRINTING	24.95	523370	
MOORMAN & ASSOCIATES, INC.	1,360.00	523373	
SAM'S WESTERN WEAR, INC.	447.86	523388	
DEPARTMENT OF INFORMATION RESOURCES	537.28	523412	
VERIZON WIRELESS	3,836.99	523419	
UNITED STATES POSTAL SERVICE	1,008.86	523423	
FIVE STAR FEED	104.00	523443	
AIRPORT GULF TOWING LLC	125.00	523452	
RITA HURT	550.00	523479	
GALLS LLC	324.37	523494	
FUNCTION 4 LLC - WELLS FARGO FINANC	990.00	523526	
CORPORATE AIRCRAFT ASSOCIATION	500.00	523534	
NEIGHBORHOOD VETERINARY CENTERS LLC	1,489.30	523538	
ODP BUSINESS SOLUTIONS, LLC	136.47	523545	
AMAZON CAPITAL SERVICES	37.98	523553	
BEAUMONT OCCUPATIONAL SERVICES	252.75	523555	
CRIME LABORATORY			14,760.73*
CERILLIANT	76.50	523438	
LIPOMED	33.22	523473	
AIRGAS USA, LLC	418.47	523511	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	523526	
JAIL - NO. 2			726.19*
MARK'S PLUMBING PARTS	428.58	523341	
ALLIED ELECTRIC, INC.	190.00	523342	
BOB BARKER CO., INC.	91.23	523348	
CITY OF BEAUMONT - WATER DEPT.	8,371.87	523351	
COASTAL WELDING SUPPLY INC	220.96	523352	
W.W. GRAINGER, INC.	105.51	523359	
JACK BROOKS REGIONAL AIRPORT	549.69	523368	
KIRKSEY'S SPRINT PRINTING	24.95	523370	
M&D SUPPLY	65.57	523372	
COOK'S CORRECTIONAL	766.24	523429	
TEXAS GAS SERVICE	740.82	523439	
THOMSON REUTERS-WEST	3,592.25	523484	
EAN SERVICES LLC	2,078.00	523489	
CINTAS CORPORATION	1,737.98	523497	

NAME	AMOUNT	CHECK NO ¹⁰⁵¹⁰	TOTAL
FERGUSON ENTERPRISES INC	2,601.57	523501	
CORRHEALTH PLLC	674,513.69	523505	
MOORE-ALL TEX SUPPLY	202.12	523507	
FUNCTION 4 LLC - WELLS FARGO FINANC	1,636.00	523526	
AERO PERFORMANCE	232.20	523549	698,149.23*
JUVENILE PROBATION DEPT.			
EDWARD B. GRIPON, M.D., P.A.	275.00	523361	
UNITED STATES POSTAL SERVICE	4.83	523423	
FUNCTION 4 LLC - WELLS FARGO FINANC	594.00	523526	
ODP BUSINESS SOLUTIONS, LLC	642.01	523545	1,515.84*
JUVENILE DETENTION HOME			
AAA LOCK & SAFE	2,110.50	523340	
CITY OF BEAUMONT - WATER DEPT.	1,547.98	523351	
CENTERPOINT ENERGY RESOURCES CORP	186.26	523448	
VANSHECA SANDERS-CHEVIS	500.00	523455	
AMERICAN RED CROSS	152.00	523493	
BIG THICKET PLUMBING INC	180.00	523506	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	523526	
ODP BUSINESS SOLUTIONS, LLC	236.27	523545	
FLOWERS BAKING COMPANY OF HOUSTON	108.02	523550	5,219.03*
CONSTABLE PCT 1			
MOTOROLA SOLUTIONS INC	1,617.80	523407	
UNITED STATES POSTAL SERVICE	19.20	523423	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	523526	1,835.00*
CONSTABLE-PCT 4			
DEPARTMENT OF INFORMATION RESOURCES	.01	523412	.01*
CONSTABLE-PCT 6			
TEXAS STATE UNIVERSITY SAN MARS	990.00	523397	
UNITED STATES POSTAL SERVICE	8.58	523423	998.58*
CONSTABLE PCT. 7			
AT&T	50.79	523398	
DEPARTMENT OF INFORMATION RESOURCES	.05	523412	
AMAZON CAPITAL SERVICES	120.59	523553	171.43*
CONSTABLE PCT. 8			
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	523526	198.00*
COUNTY MORGUE			
FORENSIC MEDICAL	45,600.00	523513	45,600.00*
AGRICULTURE EXTENSION SVC			
FUNCTION 4 LLC - WELLS FARGO FINANC	422.00	523526	
CITIBANK NA	45.00	523554	467.00*
HEALTH AND WELFARE NO. 1			
ENTERGY	70.00	523363	
PETTY CASH - N C WELFARE	30.00	523378	
UNITED STATES POSTAL SERVICE	69.77	523423	
SIERRA SPRING WATER CO. - BT	102.89	523427	
RACHEL DRAGULSKI	68.00	523436	
CONNIE M ROBERTS	200.00	523454	
PROCTOR'S MORTUARY INC	2,700.00	523472	
THOMSON REUTERS-WEST	161.90	523484	
SILSBEE FORD INC	47,082.20	523486	
FUNCTION 4 LLC - WELLS FARGO FINANC	396.00	523526	
EZEA D EDE MD	3,490.91	523527	
ODP BUSINESS SOLUTIONS, LLC	340.86	523545	54,712.53*
HEALTH AND WELFARE NO. 2			

NAME	AMOUNT	CHECK NO ¹⁵¹¹	TOTAL
GABRIEL FUNERAL HOME, INC.	900.00	523358	
ENTERGY	280.00	523364	
SIERRA SPRING WATER CO. - BT	40.46	523428	
THOMSON REUTERS-WEST	161.89	523484	
SILSBEE FORD INC	47,082.20	523486	
FUNCTION 4 LLC - WELLS FARGO FINANC	396.00	523526	
EZEA D EDE MD	3,490.91	523527	
ODP BUSINESS SOLUTIONS, LLC	197.71	523545	52,549.17*
NURSE PRACTITIONER			
SERVET MUHITTIN SATIR	1,000.00	523531	
ODP BUSINESS SOLUTIONS, LLC	59.58	523545	1,059.58*
ENVIRONMENTAL CONTROL			
DEPARTMENT OF INFORMATION RESOURCES	.03	523412	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	523526	198.03*
INDIGENT MEDICAL SERVICES			
LOCAL GOVERNMENT SOLUTIONS LP	4,048.00	523461	
ODP BUSINESS SOLUTIONS, LLC	591.08	523545	
OUTCOMES OPERATING INC	278.00	523557	4,917.08*
EMERGENCY MANAGEMENT			
SABINE NECHES CHIEFS ASSOCIATION	250.00	523387	
VERIZON WIRELESS	150.00	523420	400.00*
MAINTENANCE-BEAUMONT			
MARK'S PLUMBING PARTS	222.30	523341	
M&D SUPPLY	486.50	523372	
SANITARY SUPPLY, INC.	1,874.72	523389	
ACE IMAGEWEAR	1,271.37	523391	
AT&T	800.62	523398	
DEPARTMENT OF INFORMATION RESOURCES	1.64	523412	
OTIS ELEVATOR COMPANY	2,808.46	523444	
UNITED RENTALS	141.00	523449	
LANDSCAPER'S WHOLESALE MARKET	347.80	523477	
CAVENDER'S BOOT CITY	580.35	523492	
REXEL USA INC	80.20	523504	
AT&T CORP	5,611.77	523530	14,226.73*
MAINTENANCE-PORT ARTHUR			
NOACK LOCKSMITH	212.00	523375	
TEXAS DEPT OF LICENSING &	40.00	523401	
SOLAR	85.32	523430	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	523526	
PARKER'S BUILDING SUPPLY	120.00	523552	655.32*
MAINTENANCE-MID COUNTY			
RITTER @ HOME	14.99	523386	
ACE IMAGEWEAR	60.39	523391	
CENTERPOINT ENERGY RESOURCES CORP	114.14	523448	
CAT5 RESOURCES LLC	1,034.53	523490	1,224.05*
SERVICE CENTER			
SPIDLE & SPIDLE	30,144.62	523343	
J.K. CHEVROLET CO.	126.46	523366	
THE MUFFLER SHOP	98.00	523374	
PHILPOTT MOTORS, INC.	439.54	523379	
FASTENAL	429.41	523408	
CDW COMPUTER CENTERS, INC.	267.84	523409	
JEFFERSON CTY. TAX OFFICE	7.50	523414	
JEFFERSON CTY. TAX OFFICE	7.50	523415	
JEFFERSON CTY. TAX OFFICE	7.50	523416	
JEFFERSON CTY. TAX OFFICE	7.50	523417	
VOYAGER FLEET SYSTEM, INC.	23,483.53	523442	

NAME	AMOUNT	CHECK NO ¹²⁵¹²	TOTAL
BUMPER TO BUMPER	2,444.60	523447	
ADVANCE AUTO PARTS	264.20	523483	
MIDNIGHT AUTO	3,605.10	523499	
TILLS TOOLS	686.35	523564	
VETERANS SERVICE			62,019.65*
UNITED STATES POSTAL SERVICE	22.80	523423	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	523526	
MOSQUITO CONTROL FUND			220.80*
			1,225,954.22**
JACK BROOKS REGIONAL AIRPORT	597.35	523368	
ACE IMAGEWEAR	70.94	523391	
CENTERPOINT ENERGY RESOURCES CORP	81.07	523448	
AIRPORT GULF TOWING LLC	150.00	523452	
O'REILLY AUTO PARTS	141.81	523510	
MARSAYL MEDIA	39.00	523519	
J.C. FAMILY TREATMENT			1,080.17**
MARY BEVIL	1,329.00	523520	
BEAUMONT OCCUPATIONAL SERVICES	200.00	523555	
SECURITY FEE FUND			1,529.00**
GALLS LLC	112.86	523494	
ALLIED UNIVERSAL SECURITY SERVICES	10,949.39	523518	
LAW LIBRARY FUND			11,062.25**
THOMSON REUTERS-WEST	3,348.76	523484	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	523526	
EMPG GRANT			3,546.76**
VERIZON WIRELESS	99.25	523420	
FUNCTION 4 LLC - WELLS FARGO FINANC	550.00	523526	
JUVENILE PROB & DET. FUND			649.25**
EDWARD B. GRIPON, M.D., P.A.	275.00	523361	
GRANT A STATE AID			275.00**
YOUTH ADVOCATE PROGRAMS INC	2,563.40	523459	
COMMUNITY SUPERVISION FND			2,563.40**
CASH ADVANCE ACCOUNT	391.10	523369	
UNITED STATES POSTAL SERVICE	100.74	523423	
REDWOOD TOXICOLOGY LABORATORY, INC	675.37	523456	
JCCSC	235.00	523476	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	523526	
ODP BUSINESS SOLUTIONS, LLC	257.96	523545	
COMMUNITY CORRECTIONS PRG			1,858.17**
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	523526	
DRUG DIVERSION PROGRAM			198.00**
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	523526	
SHERIFF'S TRAINING GRANT			198.00**
LEAN SERVICES LLC	825.00	523489	
LAW OFFICER TRAINING GRT			825.00**
CASH ADVANCE ACCOUNT	1,766.45	523369	
COUNTY RECORDS MANAGEMENT			1,766.45**

NAME	AMOUNT	CHECK NO ¹³⁵¹³	TOTAL
DELL MARKETING L.P.	32,130.00	523353	
AMAZON CAPITAL SERVICES	458.60	523553	
			32,588.60**
HOTEL OCCUPANCY TAX FUND			
ENTERGY	1,514.08	523362	
CASH ADVANCE ACCOUNT	793.84	523369	
M&D SUPPLY	9.16	523372	
TRIANGLE BLUE PRINT CO., INC.	38.00	523402	
DEPARTMENT OF INFORMATION RESOURCES	1.10	523412	
SAM'S CLUB DIRECT	55.99	523482	
L&W SUPPLY CORPORATION	62.53	523508	
AT&T CORP	265.00	523530	
GEORGE WEST	21.44	523539	
ODP BUSINESS SOLUTIONS, LLC	18.58	523545	
MUNRO'S UNIFORM SERVICES, LLC	199.57	523547	
			2,923.81**
DISTRICT CLK RECORDS MGMT			
FUNCTION 4 LLC - WELLS FARGO FINANC	396.00	523526	
			396.00**
GLO DISASTER GRANT HOME			
DEE RICHARD REAL ESTATE LLC	3,500.00	523562	
			3,500.00**
AIRPORT FUND			
RED RIVER SPECIALITIES LLC	2,940.50	523384	
S.E. TEXAS BUILDING SERVICE	5,276.06	523393	
CENTERPOINT ENERGY RESOURCES CORP	171.42	523448	
NEW PIG CORPORATION	391.46	523464	
KUBOTA TRACTOR CORPORATION	44,520.54	523470	
EAGLE PUMP & METERS INC	4,265.00	523500	
TITAN AVIATION FUELS	19,218.11	523512	
THE HOME DEPOT PRO	975.48	523514	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	523526	
JM TEST SYSTEMS INC	198.00	523529	
CHARTER COMMUNICATIONS	125.65	523540	
ODP BUSINESS SOLUTIONS, LLC	198.77	523545	
CITIBANK NA	623.11	523554	
			79,102.10**
SE TX EMP. BENEFIT POOL			
EXPRESS SCRIPTS INC	90,786.24	523503	
UNITED HEALTHCARE SERVICES INC	2,063.05	523517	
			92,849.29**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	17,966.23	523320	
CLEAT	5,077.00	523321	
JEFFERSON CTY. TREASURER	13,557.86	523322	
INTERNAL REVENUE SERVICE	208.00	523323	
JEFFERSON CTY. COMMUNITY SUP.	6,136.36	523324	
JEFFERSON CTY. TREASURER - HEALTH	571,570.81	523325	
JEFFERSON CTY. TREASURER - GENERAL	50.00	523326	
JEFFERSON CTY. TREASURER - PAYROLL	2,167,559.41	523327	
JEFFERSON CTY. TREASURER - PAYROLL	724,740.42	523328	
POLICE & FIRE FIGHTERS' ASSOCIATION	3,154.37	523329	
JEFFERSON CTY. TREASURER - TCDRS	864,776.27	523330	
JEFFERSON COUNTY TREASURER	3,871.90	523331	
JEFFERSON COUNTY - TREASURER -	10,075.85	523332	
NECHES FEDERAL CREDIT UNION	30,772.43	523333	
DEPARTMENT OF CHILDREN AND FAMILY	126.00	523334	
JEFFERSON COUNTY - NATIONWIDE	69,864.98	523335	
ALLSTATE BENEFITS	6,457.81	523336	
CHUBB	6,290.49	523337	
JEFFERSON CTY. TREASURER - PAYROLL	134,940.83	523338	
JEFFERSON CTY. TREASURER - PAYROLL	20,802.78	523339	
			4,657,999.80**
LANGUAGE ACCESS FUND			
ANITA U SEPEDA	400.00	523474	
RUBEN ZAPATA	400.00	523556	

NAME	AMOUNT	CHECK NO ¹⁴⁵¹⁴	TOTAL
ERIKA BURGE	200.00	523563	1,000.00**
ARPA CORONAVIRUS RECOVERY			
JEFFERSON CTY. WATER DISTRICT #10	52,908.02	523413	
SILSBEE FORD INC	32,984.20	523486	
VECTOR SECURITY	26,600.00	523502	
TIDAL BASIN GOVERNMENT CONSULTING	19,748.75	523528	
LEGACY COMMUNITY DEVELOPMENT CORP	165,516.44	523546	297,757.41**
BRIC/FMA GRANT			
TIDAL BASIN GOVERNMENT CONSULTING	5,851.25	523528	5,851.25**
MARINE DIVISION			
BELL TEXTRON INC.	115.34	523346	
RITTER @ HOME	49.74	523386	
ADVANCED SYSTEMS & ALARM SERVICES,	60.00	523410	
SIERRA SPRING WATER CO. - BT	77.95	523426	
THE DINGO GROUP-PETE JORGENSEN MARI	147.45	523460	
MASSEY SERVICES INC	112.50	523561	562.98**
			6,534,548.72***

NAME	AMOUNT	CHECK NO ¹⁵⁵¹⁵	TOTAL
JURY FUND			
CHAPMAN VENDING	121.55	523659	121.55**
ROAD & BRIDGE PCT.#1			
AT&T	50.40	523596	
VERIZON WIRELESS	76.06	523600	126.46**
ROAD & BRIDGE PCT.#2			
SETZER HARDWARE, INC.	27.87	523591	
ACE IMAGEWEAR	19.92	523592	
TRI-CITY FASTENER & SUPPLY	93.76	523597	
BUMPER TO BUMPER	17.49	523614	
NEW WAVE WELDING TECHNOLOGY	27.90	523616	
ASCO	87.98	523633	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	79.95	523640	
CHARTER COMMUNICATIONS	178.74	523671	533.61**
ROAD & BRIDGE PCT. # 3			
VERIZON WIRELESS	38.03	523600	
ON TIME TIRE	612.56	523627	
SAM'S CLUB DIRECT	90.00	523629	
TRANSIT & LEVEL CLINIC LLC	95.00	523642	
CHARTER COMMUNICATIONS	165.48	523665	1,001.07**
ROAD & BRIDGE PCT.#4			
SPIDLE & SPIDLE	4,394.51	523567	
CITY OF BEAUMONT - WATER DEPT.	35.18	523569	
CASH ADVANCE ACCOUNT	607.89	523580	
M&D SUPPLY	226.43	523582	
SMART'S TRUCK & TRAILER, INC.	181.92	523593	
SOUTHEAST TEXAS WATER	86.90	523595	
ON TIME TIRE	2,060.64	523627	
SAM'S CLUB DIRECT	90.00	523629	
CINTAS CORPORATION	43.77	523643	
O'REILLY AUTO PARTS	203.79	523649	
GULF COAST	835.65	523655	
MUNRO'S UNIFORM SERVICES, LLC	96.78	523674	8,863.46**
PARKS & RECREATION			
ENTERGY	184.45	523578	
SETZER HARDWARE, INC.	128.01	523591	
VERIZON WIRELESS	37.99	523600	350.45**
GENERAL FUND			
TAX OFFICE			
CASH ADVANCE ACCOUNT	737.55	523580	
ACE IMAGEWEAR	42.84	523592	
TERRY WUENSCHER	737.55	523599	
UNITED STATES POSTAL SERVICE	567.13	523602	
ATTABOY TERMITE & PEST CONTROL	48.45	523618	
MICHELLE FARNIE	756.55	523632	
ODP BUSINESS SOLUTIONS, LLC	40.19	523673	
MASSEY SERVICES INC	40.00	523682	2,970.26*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	1.38	523602	
SIERRA SPRING WATER CO. - BT	81.47	523604	
BAPTIST PHYSICIAN NETWORK	40.00	523605	
BEAUMONT OCCUPATIONAL SERVICES	280.95	523676	403.80*
AUDITOR'S OFFICE			
UNITED STATES POSTAL SERVICE	8.15	523602	
ODP BUSINESS SOLUTIONS, LLC	170.26	523673	178.41*
COUNTY CLERK			

NAME	AMOUNT	CHECK NO ¹⁶⁵¹⁶	TOTAL
UNITED STATES POSTAL SERVICE	195.93	523602	
SIERRA SPRING WATER CO. - BT	70.48	523603	
ODP BUSINESS SOLUTIONS, LLC	49.09	523673	315.50*
COUNTY JUDGE			
UNITED STATES POSTAL SERVICE	.69	523602	
ODP BUSINESS SOLUTIONS, LLC	466.35	523673	467.04*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	2.35	523602	2.35*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	175.13	523602	175.13*
PURCHASING DEPARTMENT			
UNITED STATES POSTAL SERVICE	104.68	523602	
SAM'S CLUB DIRECT	50.00	523629	154.68*
GENERAL SERVICES			
CROWN CASTLE INTERNATIONAL	1,999.98	523612	
PATTILLO BROWN & HILL LLP	17,500.00	523624	
SAM'S CLUB DIRECT	60.00	523629	
CHARTER COMMUNICATIONS	2,442.83	523663	
CHARTER COMMUNICATIONS	221.14	523666	
CHARTER COMMUNICATIONS	237.46	523667	22,461.41*
DATA PROCESSING			
VERIZON WIRELESS	216.28	523600	
REXEL USA INC	60.10	523646	
ODP BUSINESS SOLUTIONS, LLC	97.35	523673	
AMAZON CAPITAL SERVICES	8.90	523675	382.63*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	1,913.45	523602	1,913.45*
ELECTIONS DEPARTMENT			
UNITED STATES POSTAL SERVICE	132.48	523602	
SIERRA SPRING WATER CO. - BT	8.99	523603	
PENSKE TRUCK LEASING CO LP	1,474.36	523611	
ODP BUSINESS SOLUTIONS, LLC	11.69	523673	1,627.52*
DISTRICT ATTORNEY			
UNITED STATES POSTAL SERVICE	294.87	523602	294.87*
DISTRICT CLERK			
UNITED STATES POSTAL SERVICE	633.91	523602	633.91*
CRIMINAL DISTRICT COURT			
UNITED STATES POSTAL SERVICE	10.61	523602	
KIMBERLY R. BROUSSARD	954.60	523617	965.21*
172ND DISTRICT COURT			
AMAZON CAPITAL SERVICES	201.95	523675	201.95*
252ND DISTRICT COURT			
EDWARD B. GRIPON, M.D., P.A.	1,590.00	523577	
UNITED STATES POSTAL SERVICE	22.60	523602	
LAURIE PEROZZO	5,631.17	523619	7,243.77*
279TH DISTRICT COURT			

NAME	AMOUNT	CHECK NO ¹⁷⁵¹⁷	TOTAL
ANITA F. PROVO	880.00	523585	
NATHAN REYNOLDS, JR.	297.00	523588	
GLEN M. CROCKER	440.00	523606	
DONEANE E. BECKCOM	220.00	523607	
ALLEN PARKER	220.00	523621	
WILLIAM FORD DISHMAN	440.00	523636	
JULLIANA REYES	2,640.00	523648	
SHELANDER LAW OFFICE	1,430.00	523660	
317TH DISTRICT COURT			6,567.00*
WENDELL RADFORD	325.00	523587	
NATHAN REYNOLDS, JR.	242.00	523588	
JOEL WEBB VAZQUEZ	110.00	523613	
WILLIAM FORD DISHMAN	220.00	523636	
GORDON FRIESZ	181.06	523678	
JUSTICE COURT-PCT 1 PL 1			1,078.06*
UNITED STATES POSTAL SERVICE	66.03	523602	
JUSTICE COURT-PCT 1 PL 2			66.03*
CASH ADVANCE ACCOUNT	897.62	523580	
UNITED STATES POSTAL SERVICE	26.91	523602	
JUSTICE COURT-PCT 6			924.53*
UNITED STATES POSTAL SERVICE	33.31	523602	
JUSTICE COURT-PCT 7			33.31*
AT&T	51.13	523596	
COUNTY COURT AT LAW NO.1			51.13*
UNITED STATES POSTAL SERVICE	11.04	523602	
COUNTY COURT AT LAW NO. 2			11.04*
EDWARD B. GRIPON, M.D., P.A.	795.00	523577	
MARVA PROVO	250.00	523584	
UNITED STATES POSTAL SERVICE	21.39	523602	
JOEL WEBB VAZQUEZ	400.00	523613	
COUNTY COURT AT LAW NO. 3			1,466.39*
TODD W LEBLANC	700.00	523566	
JACK LAWRENCE	250.00	523568	
A. MARK FAGGARD	250.00	523573	
UNITED STATES POSTAL SERVICE	13.80	523602	
LANGSTON ADAMS	250.00	523609	
JOEL WEBB VAZQUEZ	250.00	523613	
COURT MASTER			1,713.80*
UNITED STATES POSTAL SERVICE	2.76	523602	
LAWRENCE E THORNE III	4,075.37	523622	
MEDIATION CENTER			4,078.13*
SOUTHEAST TEXAS WATER	53.50	523594	
UNITED STATES POSTAL SERVICE	163.50	523602	
SHERIFF'S DEPARTMENT			217.00*
ROCIC	300.00	523586	
UNITED STATES POSTAL SERVICE	2,006.99	523602	
BAPTIST PHYSICIAN NETWORK	55.00	523605	
SPURLOCK ROAD VETERINARY CLINIC	220.00	523626	
INSIGHT PUBLIC SECTOR INC	91.16	523638	
ERAD GROUP INC	750.00	523657	
SIRIUS XM RADIO INC	1,201.88	523661	
CRIME LABORATORY			4,625.03*

NAME	AMOUNT	CHECK NO ¹⁸⁵¹⁸	TOTAL
FED EX	54.18	523575	
AIRGAS USA, LLC	339.25	523650	
WATERS TECHNOLOGIES CORPORATION	201.24	523662	594.67*
JAIL - NO. 2			
CITY OF BEAUMONT - WATER DEPT.	6,491.20	523570	
J.S. EDWARDS & SHERLOCK INS. AGENCY	142.00	523572	
W.W. GRAINGER, INC.	1,994.72	523576	
JACK BROOKS REGIONAL AIRPORT	492.76	523579	
M&D SUPPLY	195.64	523582	
WHOLESALE ELECTRIC SUPPLY CO.	2,599.29	523598	
LOWE'S HOME CENTERS, INC.	65.03	523608	
WORLD FUEL SERVICES	3,865.15	523620	
INDUSTRIAL & COMMERCIAL MECHANICAL	1,096.00	523628	
CONSTELLATION NEWENERGY - GAS DIVIS	1,330.44	523631	
THOMSON REUTERS-WEST	230.00	523634	
GALLS LLC	1,071.15	523641	
CORRHEALTH PLLC	267,928.03	523647	
US CORRECTIONS LLC	2,073.00	523652	
TRINITY SERVICES GROUP INC	101,845.05	523654	
ODP BUSINESS SOLUTIONS, LLC	1,888.68	523673	
BYRNA TECHNOLOGIES INC	1,426.40	523683	394,734.54*
JUVENILE PROBATION DEPT.			
FED EX	56.04	523574	
VERIZON WIRELESS	54.25	523600	
UNITED STATES POSTAL SERVICE	8.97	523602	
HIGGINBOTHAM INSURANCE AGENCY INC	71.00	523639	190.26*
JUVENILE DETENTION HOME			
CITY OF BEAUMONT - WATER DEPT.	1,210.75	523570	
MOORE SERVICE CO., INC.	678.16	523583	
AI FILTER SERVICE COMPANY	299.00	523625	
INDUSTRIAL & COMMERCIAL MECHANICAL	432.00	523628	2,619.91*
CONSTABLE PCT 1			
VERIZON WIRELESS	265.23	523600	
UNITED STATES POSTAL SERVICE	82.06	523602	347.29*
CONSTABLE-PCT 2			
VERIZON WIRELESS	113.97	523600	113.97*
CONSTABLE-PCT 4			
KIRKSEY'S SPRINT PRINTING	24.95	523581	
VERIZON WIRELESS	113.97	523600	138.92*
CONSTABLE-PCT 6			
VERIZON WIRELESS	113.97	523600	
UNITED STATES POSTAL SERVICE	12.74	523602	126.71*
CONSTABLE PCT. 7			
VERIZON WIRELESS	113.97	523600	113.97*
CONSTABLE PCT. 8			
VERIZON WIRELESS	113.97	523600	113.97*
HEALTH AND WELFARE NO. 1			
UNITED STATES POSTAL SERVICE	86.28	523602	86.28*
HEALTH AND WELFARE NO. 2			
AT&T	51.13	523596	
SAM'S CLUB DIRECT	45.00	523629	96.13*
NURSE PRACTITIONER			

NAME	AMOUNT	CHECK NO ¹⁹⁵¹⁹	TOTAL
ODP BUSINESS SOLUTIONS, LLC	921.90	523673	921.90*
INDIGENT MEDICAL SERVICES			
VERIZON WIRELESS	40.23	523600	
CARDINAL HEALTH 110 INC	23,201.95	523635	23,242.18*
MAINTENANCE-BEAUMONT			
WURTH LOUIS AND COMPANY	142.69	523565	
CITY OF BEAUMONT - WATER DEPT.	20,845.91	523569	
COASTAL WELDING SUPPLY INC	54.05	523571	
W.W. GRAINGER, INC.	141.15	523576	
ENTERGY	31,495.67	523578	
M&D SUPPLY	152.63	523582	
SANITARY SUPPLY, INC.	965.38	523590	
ACE IMAGEWEAR	228.41	523592	
AT&T	326.50	523596	
UNITED STATES POSTAL SERVICE	2.04	523602	
AL FILTER SERVICE COMPANY	927.50	523625	
CINTAS CORPORATION	152.61	523643	
CHARTER COMMUNICATIONS	218.37	523670	
ODP BUSINESS SOLUTIONS, LLC	107.59	523673	
AMAZON CAPITAL SERVICES	567.60	523675	56,328.10*
MAINTENANCE-PORT ARTHUR			
AT&T	72.06	523596	
TEXAS GAS SERVICE	485.65	523610	
CHARTER COMMUNICATIONS	501.58	523669	1,059.29*
MAINTENANCE-MID COUNTY			
MASSEY SERVICES INC	192.50	523682	192.50*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	3.56	523602	3.56*
JUVENILE PROB & DET. FUND			542,247.49**
VERIZON WIRELESS	71.19	523600	71.19**
COMMUNITY SUPERVISION FND			
VERIZON WIRELESS	33.21	523600	
UNITED STATES POSTAL SERVICE	82.39	523602	
SAM'S CLUB DIRECT	45.00	523629	
CHARTER COMMUNICATIONS	200.16	523668	360.76**
LAW OFFICER TRAINING GRT			
M&D SUPPLY	40.01	523582	40.01**
COUNTY RECORDS MANAGEMENT			
UNITED STATES POSTAL SERVICE	120.45	523602	120.45**
J.P. COURTROOM TECH. FUND			
VERIZON WIRELESS	189.95	523600	189.95**
HOTEL OCCUPANCY TAX FUND			
SAM'S CLUB DIRECT	45.00	523629	
FERGUSON ENTERPRISES INC	374.85	523644	
CHAPMAN VENDING	378.36	523659	
CHARTER COMMUNICATIONS	130.63	523664	928.84**
CAPITAL PROJECTS FUND			
TIM RICHARDSON	9,000.00	523637	9,000.00**
AIRPORT FUND			

NAME	AMOUNT	CHECK NO ²⁰⁵²⁰	TOTAL
SPIDLE & SPIDLE	2,520.63	523567	
COASTAL WELDING SUPPLY INC	500.00	523571	
SABINE NECHES CHIEFS ASSOCIATION	300.00	523589	
SANITARY SUPPLY, INC.	380.28	523590	
VERIZON WIRELESS	37.99	523600	
LOWE'S HOME CENTERS, INC.	55.15	523608	
A1 FILTER SERVICE COMPANY	624.75	523625	
ACTION OVERHEAD DOOR LLC	138.00	523630	
HINOTE PLUMBING INC	545.00	523645	
TITAN AVIATION FUELS	19,978.57	523651	
RENEGADE INDUSTRIAL SUPPLY	110.00	523653	
ODP BUSINESS SOLUTIONS, LLC	52.64	523673	
MASSEY SERVICES INC	22.00	523682	
			25,265.01**
SE TX EMP. BENEFIT POOL			
UNITED HEALTHCARE SERVICES INC	148,233.52	523656	
SECURIAN LIFE INSURANCE COMPANY	21,268.96	523679	
MADISON NATIONAL LIFE INSURANCE COM	8,313.50	523680	
			177,815.98**
JUSTICE COURT SUPPORT FND			
VERIZON WIRELESS	37.99	523600	
			37.99**
LANGUAGE ACCESS FUND			
ANITA U SEPEDA	400.00	523623	
RUBEN ZAPATA	800.00	523677	
ERIKA BURGE	200.00	523684	
			1,400.00**
ARPA CORONAVIRUS RECOVERY			
HONESTY ENVIRONMENTAL SERVICES, INC	1,990.00	523658	
BRAVE/ARCHITECTURE INC	68,131.20	523681	
			70,121.20**
CNTY & DIST COURT TECH FD			
VERIZON WIRELESS	113.97	523600	
			113.97**
MARINE DIVISION			
DISH NETWORK	222.76	523615	
			222.76**
			838,932.20***

**SUBRECIPIENT AGREEMENT FOR AMERICAN RESCUE PLAN ACT
SLFRF FUNDS**

This Subrecipient Agreement ("Agreement") is entered into by and between the County of Jefferson, Texas (the "County") and Spindletop Center (the "Subrecipient"), individually referred to as "Party" and jointly referred to as "Parties." The purpose of this Agreement is to provide funding to the Subrecipient from funds provided to the County by the U.S. Department of Treasury ("Treasury") pursuant to Sections 602 and 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (Mar. 11, 2021) ("ARPA"), which authorized the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") to enable the Subrecipient to carry out specific eligible activities on behalf of the County; and

WHEREAS, the County has received SLFRF funds from Treasury under ARPA; and

WHEREAS, the County is authorized by ARPA to disburse all or a portion of its SLFRF funds to Subrecipients, which carry out eligible uses on behalf of the County; and

WHEREAS, the Subrecipient has applied to the County for an eligible use of SLFRF funds; and

WHEREAS, based on the Subrecipient's project information and request for SLFRF funds in the form attached hereto as **Exhibit A**, the County has determined that the Subrecipient's Project in **Exhibit A** is an eligible use of SLFRF funds under ARPA; and

WHEREAS, the County has awarded the Subrecipient SLFRF funds in the amount of \$ 611,066.48 (the "Award"), subject to the County and the Subrecipient entering into this Agreement with respect to the use of said funds.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the County and the Subrecipient agree as follows:

1. SCOPE OF PROJECT; ELIGIBLE USE OF AWARD FUNDS

- A. The County shall pay the Subrecipient the Award to cover necessary expenses related to the activities specifically described in the Subrecipient's application (the "Project"). If there is a conflict between the terms and provisions in the Subrecipient's application and this Agreement, the terms of this Agreement shall govern.
- B. The Subrecipient shall only use the Award to cover expenses that are necessary for the completion of the Project and are eligible under ARPA and this Agreement.
- C. The Subrecipient may revise the scope of the Project with the approval from the Jefferson County Commissioners Court, where such revisions to the Project do not materially alter the Project or cause the use of the Award for the revised Project to constitute an ineligible use of SLFRF funds or constitute a change in the category of eligible use of SLFRF funds. In no event shall a revision to the scope of the Project entitle the Subrecipient to an additional allocation of SLFRF funds by the County unless Subrecipient makes a request to the County for additional funds. The Jefferson County Commissioners Court, in its sole discretion, may approve and authorize additional SLFRF funds for the Project. However, no such additional allocation is guaranteed.

- D. Once the Project is completed, all costs for the management, operation, maintenance, and repair and replacement of the Project (as applicable) shall be the sole responsibility of the Subrecipient. The County shall have no liability, financial or otherwise, with respect to the management, operation, maintenance, repair or replacement of the Project.

2. TERM OF AGREEMENT

The term of this Agreement begins on the date this Agreement is fully executed by the Parties and ends on December 31, 2026. Notwithstanding other provisions of this Agreement, this Agreement will remain in effect until the County determines that the Subrecipient has completed all applicable administrative actions, reporting requirements, and all Project work required by and set forth in this Agreement. Should Subrecipient require additional time for auditing of or reporting for the Project in accordance with ARPA and this Agreement shall be deemed automatically extended until said audit and reporting is completed.

3. PAYMENTS

- A. *Reimbursement Payment.* The County shall pay the Award to Subrecipient on a reimbursement basis. The Subrecipient shall submit reimbursement requests to the County Auditor no later than 15 days after the end of each calendar quarter for the duration of the Project. Such requests shall be in a form acceptable to the County and include, where applicable for construction projects, certification by the Subrecipient's engineer that the amounts are eligible Project costs. The Subrecipient may not request reimbursements under this Agreement for work that has not been completed.
- B. *Advance Payment.* The County, in its discretion, may elect to pay the Subrecipient in advance for its allowable costs for the Project identified by this Agreement upon the presentation of all forms and documents as may be required by the County. Advance payments must be limited to the minimum amounts needed and timed to be in accordance with the Subrecipients actual, immediate cash requirements in carrying out and completing the work of the Project.
- C. *Withholding or Cancellation of Funds.* The County reserves the right to withhold payments until Subrecipient timely delivers reimbursement requests or documents as may be required under this Agreement. Upon completion of the Project, the County may cancel payment of any portion of the Award that the County determines to be surplus. The County shall be relieved of any obligation for payments if funds allocated to the County cease to be available for any cause other than misfeasance of the County itself.
- D. *Where Payments Are Made.* Payments shall be made by check or electronic deposit into Subrecipient's bank account, according to a process established by the County Auditor.
- E. *Recoupment.* The Award is subject to recoupment by Treasury and/or the County for the Subrecipient's failure to use the funds for the Project in strict accordance with ARPA and this Agreement.

4. OBLIGATION AND EXPENDITURE TIMING REQUIREMENTS; REPORTING REQUIREMENTS

- A. *Timing Requirements.* Subrecipient may use Award funds to cover eligible costs incurred from March 3, 2021 to December 31, 2026, as long as the obligations are incurred by December 31, 2024 and liquidated by December 31, 2026.
- B. *Reporting Requirements.* The Subrecipient shall submit such reports and adhere to all conditions and obligations as are required by the County including, but not limited to, the SLFRF Reporting Requirements attached to this Agreement as **Exhibit B**. Such reporting requirements shall extend beyond the term of this Agreement. The County reserves the right to inspect, at any time, the Subrecipient's records that are related to the Project and/or Subrecipient's performance of this Agreement. Notwithstanding any record retention policies, Subrecipient shall maintain all documentation associated with the Project for the period required by State law or Federal law or seven (7) years after Closeout, whichever is greater.

5. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

In addition to the requirements set forth in ARPA use of the Award may be subject to various other Federal, State, and Local laws. Subrecipient shall comply with all applicable Federal, State, and Local laws and regulations with respect to its receipt and use of the Award pursuant to this Agreement.

6. RETURN OF FUNDS; RECOUPMENT

The Subrecipient must return Award funds not expended by December 31, 2026.

If the County determines that the Subrecipient's use of the Award does not comply with ARPA or this Agreement, the County shall provide the Subrecipient with an initial written notice of the amount subject to recoupment, along with an explanation of such amounts. Within 30 calendar days of receipt of such notice from Treasury or the County, the Subrecipient may submit to the County either (1) a request for reconsideration requesting the County seek a reconsideration of any amounts subject to recoupment or (2) written consent to the notice of recoupment.

If the Subrecipient has not submitted a reconsideration request, or if the County denies the reconsideration request, the Subrecipient shall repay the amount subject to recoupment within 30 calendar days of the request for consideration deadline or the County's denial of the request.

7. FAILURE TO PERFORM

If Subrecipient fails to comply with any terms or conditions of this Agreement, or to provide in any manner the activities or other performance as agreed to herein, the County reserves the right to:

- A. withhold all or any part of payment pending correction of the deficiency;
- B. or suspend all or part of this Agreement.

Further, any failure to perform as required pursuant to this Agreement may subject the Subrecipient to recoupment as set forth under ARPA, SLFRF, and this Agreement. The option to withhold funds is in addition to, and not in lieu of, the County's right to terminate as provided in Section 8 below. The County may also consider performance under this Agreement when considering future awards.

8. TERMINATION

- A. *Termination for Cause.* The County may terminate this Agreement for cause if the Subrecipient fails to comply with the terms and conditions of this Agreement and any of the following conditions exist:
1. The lack of compliance with the provisions of this Agreement is of such scope and nature that the County deems continuation of this Agreement to be substantially non-beneficial to the public interest;
 2. The Subrecipient has failed to take satisfactory corrective action as directed by the County or its authorized representative within the time specified by the same; or
 3. The Subrecipient has failed within the time specified by the County or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this Agreement.

The County shall initiate termination for cause by providing notice to the Subrecipient of its intent to terminate for cause, accompanied by a written justification for the termination. After receiving the notice of termination for cause, the Subrecipient shall have 30 calendar days to cure the cause for termination. If the Subrecipient has not cured the cause for termination within 30 days of receipt of the notice, the County may pursue such remedies as are available by law, including, but not limited to, the termination of this Agreement in whole or in part, and thereupon shall notify in writing the Subrecipient of the termination, the reasons for the termination, and the effective date of the termination. Upon termination, any outstanding Award funds held by the Subrecipient are subject to recoupment by the County in accordance with ARPA, the SLFRF program, and this Agreement. Any costs resulting from obligations incurred by the Subrecipient after termination of this Agreement are not allowable and will not be reimbursed by the County unless specifically authorized in writing by the County.

- B. *Termination for Convenience.* This Agreement may be terminated for convenience, in whole or in part, by written mutual agreement of the Parties.
- C. *Termination for Withdrawal, Reduction, or Limitation of Funding.* In the event funding is not received from the Federal Government, or is withdrawn, reduced, modified or limited in any way after the effective date of this Agreement and prior to its normal completion, the County may summarily terminate this Agreement as to the funds not received, reduced, modified, or limited, notwithstanding any other termination provision in this Agreement. If the level of funding is reduced to such an extent that the County deems that the continuation of the Project covered by this Agreement is no longer in the best interest of the public, the County may summarily terminate this Agreement in whole notwithstanding any other termination provisions in this Agreement. Termination under this Section shall be effective upon receipt of written notice by the Subrecipient or its representative.

9. CLOSEOUT

Upon termination of this Agreement, in whole or in part for any reason, including completion of the Project, the following provisions apply:

- A. Upon written request by the Subrecipient, the County will make or arrange for payment to the Subrecipient of allowable reimbursable costs not covered by previous payments.
- B. The Subrecipient shall submit within 30 calendar days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement, and in addition, will cooperate in a Project audit by the County or its designee;
- C. Closeout of funds will not occur unless all requirements of this Agreement and Federal, State, and Local law are met and all outstanding issues with the Subrecipient are completed. Any unused Award funds in Subrecipient's possession or control shall be immediately returned to the County.

10. INDEMNIFICATION

Any Award funds which are determined by the County to be ineligible under ARPA shall be subject to recoupment. To the greatest extent permitted by law, the Subrecipient shall indemnify and hold harmless the County, its appointed and elected officials, representatives and employees from any liability, loss, costs (including attorney fees), damage or expense, incurred because of actions, claims or lawsuits for damages resulting from misuse of Award funds by the Subrecipient, personal or bodily injury, including death, sustained or alleged to have been sustained by any person or persons and on account of damage to property, arising or alleged to have arisen out of the performance of this Agreement, whether or not such injuries to persons or damage to property is due to the negligence of Subrecipient, its subcontractors, agents, successors or assigns.

11. NOTICES

Any notices required to be given by the County or the Subrecipient shall be in writing and delivered to the following representatives for each party:

Jefferson County, Texas
 Judge Jeff Branick – County Judge
 1149 Pearl 4th Floor
 Beaumont, TX 77701

jeff.branick@jeffcotx.us

Spindletop Center
 Holly Borel, CEO
 655 S. 8th St.
 Beaumont, TX 77701

holly.borel@stctr.org

12. RESERVATION OF RIGHTS

Failure to insist upon strict enforcement of any terms, covenants, or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of any right or power granted through this Agreement at any time be construed as a total and permanent waiver of such right or power.

13. FURTHER ASSURANCE

Each of the Parties shall cooperate in good faith with the other to execute and deliver such further documents, to adopt any resolutions, to take any other official action and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this agreement.

Subrecipient shall, in good faith and to the greatest extent possible, complete the Project in accordance with the Subrecipient's proposed project timeline identified in Exhibit A. Subrecipient acknowledges that time is of the essence, and Subrecipient shall exercise due diligence to complete the project in a timely manner.

14. ASSIGNMENT

The Subrecipient shall not assign any portion of the Award, nor responsibility for completion of the Project provided for by this Agreement, to any other party.

15. AMENDMENTS

This Agreement cannot be amended or modified except in writing, signed by both Parties.

16. VENUE AND CHOICE OF LAW

If either party to this Agreement initiates any legal or equitable action to enforce the terms of this Agreement, to declare the rights of the parties under this Agreement, or which relates to this Agreement in any manner, the County and Subrecipient agree that the proper venue for such action is Jefferson County, Texas. This Agreement shall be governed by the laws of the State of Texas, both as to interpretation and performance.

17. SEVERABILITY

If any part of this Agreement is held by the courts to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part held to be invalid.

18. INTEGRATED DOCUMENT

This Agreement, together with all exhibits and attachments, which are incorporated by reference, constitute the entire agreement between the Parties. There are no other agreements, written or oral, that have not been fully set forth in the text of this Agreement.

19. NO THIRD-PARTY BENEFICIARY

Nothing in this Agreement shall create or be interpreted to create any rights in or obligations in favor of any person or entity not a party to this agreement. Except for the Parties to this agreement, no person or entity is an intended third-party beneficiary under this agreement.

20. HEADINGS

The section headings of this agreement are for the purposes of reference only and shall not limit or define the meaning thereof.

21. AUTHORITY TO SIGN

The persons executing this Agreement on behalf of the Subrecipient represent that one or both of them has the authority to execute this Agreement and to bind the Subrecipient to its terms.

JEFFERSON COUNTY, TEXAS

Jeff Branick
County Judge
Jefferson County, Texas

Date



SUBRECIPIENT

Holly Borel
CEO
Spindletop Center

Date

ATTEST:

Roxanne Acosta-Hellberg
County Clerk
Jefferson County, Texas

Date

12/31/2024

ATTEST:

Denise LeBlanc
CFO
Spindletop Center

Date

EXHIBIT A

Subrecipient Project Information and Approved Work

Subrecipient Entity Name

Spindletop Center

Subrecipient Mailing Address

655 S. 8th St.
Beaumont, TX 77701

Subrecipient Primary Contact

Name: Holly Borel

Title: CEO

Email: holly.borel@stctr.org

Phone #: 409-784-5547

Subrecipient Secondary Contact

Name: Denise LeBlanc

Title: CFO

Email: denise.leblanc@stctr.org

Phone #: 409-784-5668

Subrecipient Unique Entity Identifier

MLQYZE4SM6Y8

SLFRF Subaward Amount

\$ 611,066.48

Project Name

Purchase and installation of operationally critical systems and interior elements of the new County Diversion Center

Project Physical Address

655 S. 8th St
Beaumont, Texas 77701

Project Description

Purchase and installation of operationally critical systems and interior elements of the new County Diversion Center

Project Goals / Intended Outcomes

Project is designed to meet the mental health crisis and law enforcement needs of the local community and to relieve pressure on hospital emergency department and jail resources.

Approved Activities / Scope of Work

1. Purchase and installation of interior furnishings
2. Purchase and installation of IT and communication elements
3. Purchase and installation of other operationally critical systems or components to be identified.
4. Administrative costs.
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

****NOTE: This Exhibit A is version 1. Revisions to be made as operational purchasing requirements are more specifically identified.**

Jefferson County Approval & Date

Subrecipient Signature & Date

ATTEST

DATE

12/31/2024

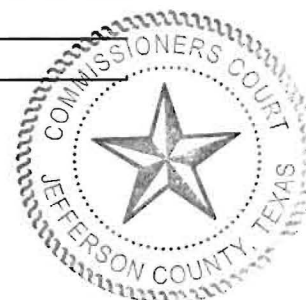


EXHIBIT B SLFRF REPORTING REQUIREMENTS

A. Applicable Statutes, Rules, and Guidance

The statutes, rules, and regulations set forth in the Agreement apply with respect to the reporting obligations set forth herein. All terms used herein have the definitions set forth in the Agreement or, if not specified in the Agreement, as set forth in ARPA and SLFRF publications or as defined by the County. Additionally, Treasury's publication entitled the "Compliance and Reporting Guidance" ("Compliance Guidance") and Treasury's "Project and Expenditure Report User Guide for State and Local Fiscal Recovery Funds" ("User Guide") apply as noted herein. In addition, the Uniform Administrative Requirements for Federal Awards in 2 CFR Part 200 apply to the Award under this Agreement.

B. Important Concepts

Recipients, Subrecipients, Subawards, and Projects

The definition of "recipient" includes counties that receive a payment under section 602(b) or 603(b) of the Social Security Act. 31 CFR § 3. In this case and as set forth in the Agreement, the County is the recipient of SLFRF funds.

A "subrecipient" includes any non-Federal entity that receives a subaward from a recipient to carry out part of a Federal program, in this case the SLFRF program. See 2 CFR §200.93. Entities that receive a subaward from the County to carry out the SLFRF program are subrecipients, as defined in the Agreement.

A "subaward" is an award of SLFRF funds provided to a subrecipient by a recipient to carry out the SLFRF program.

"Projects" are defined as a group of closely related activities that are intended to meet a certain goal or directed toward a common purpose or "new or existing eligible government services or investments funded in whole or in part by SLFRF funding."

Eligible Costs Timeframe

Under this Agreement, the Subrecipient may use Award funds to cover eligible costs incurred from March 3, 2021 to December 31, 2026, as long as the obligations are incurred by December 31, 2024 and liquidated by December 31, 2026.

Obligations

SLFRF funds defines an obligation as "an order placed for property and services and entering into contracts, subawards, and similar transactions that require payment." 31 CFR § 35.3. The Project and Expenditure Report User Guide also includes contracts as obligations. Obligation is similarly defined as "orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period."

For purposes of the Agreement, an obligation is incurred by Subrecipient when the Subrecipient enters into a contract with a contractor, service provider, or supplier with respect to and in furtherance of the Project; the Agreement between the Subrecipient and the County does not constitute an obligation for purposes of Subrecipient's compliance with the Rule.

Expenditures

Reporting must be consistent with the definition of "expenditure" in 2 CFR Part 200. The Uniform Administrative Requirements for federal awards define "expenditures" as "charges made by a non-Federal entity to a project or program for which a federal award was received." 2 CFR § 200.1; 2 CFR § 200.34. However, the definition does not clarify whether the "non-Federal entity" is the recipient or the subrecipient. According to the User Guide, an expenditure is "when the service has been rendered or the good has been delivered to the entity, and payment is due." This definition similarly does not clarify whether "the entity" is the recipient or the subrecipient. For a subrecipient, the service or goods would be delivered to the subrecipient, and then the subrecipient would ask the recipient for funds. Expenditures may be reported on a cash or accrual basis, but the methodology must be disclosed and consistently applied.

For purposes of this Agreement and the Subrecipient's reporting obligations under this Agreement and Exhibit, the County will consider funds "obligated" when the Subrecipient incurs the obligation (enters into a contract with a contractor or supplier) and "expended" payment is due to a contractor or supplier under that contract and payment is made by the Subrecipient.

C. Required Information for Project and Expenditure Reports

Since the County is required to submit quarterly or annual Project and Expenditure reports the Subrecipient is required to provide the County with the necessary information on the Subrecipient's Project in a timely manner so that the County can comply with its reporting obligations under ARPA. The Subrecipient shall provide necessary information to the County within 15 days of the end of each quarter to facilitate the County's filing of such reports. The County will furnish Subrecipient with forms or links to submit information for the Project and Expenditure reports.

Subrecipients **must be** registered in SAM.gov and must provide a Unique Entity Identifier (UEI) number, or its Taxpayer Identification number (TIN), to the County in order to receive ARPA funds.

D. Civil Rights Compliance

The Treasury will request information regarding Subrecipient's compliance with Title VI of the Civil Rights Act of 1964 on an annual basis. This may include a narrative describing the Subrecipient's compliance in addition to other questions or assurances.

AFFILIATION AGREEMENT

AN AGREEMENT FOR THE USE OF CLINICAL FACILITIES
FOR THE EDUCATION OF PHARMACY TECHNICIAN
STUDENTS

Between

LAMAR INSTITUTE OF TECHNOLOGY

and

JEFFERSON COUNTY PUBLIC HEALTH DEPARTMENT

CONTENT

- I. AGREEMENT
- II. LAMAR INSTITUTE of TECHNOLOGY
- III. CLINICAL AFFILIATE RESPONSIBILITY
- IV. TERMS OF AGREEMENT

AFFILIATION AGREEMENT
between
LAMAR INSTITUTE OF TECHNOLOGY
and
JEFFERSON COUNTY PUBLIC HEALTH DEPARTMENT

This AGREEMENT ("Agreement") is made and entered into by and between Lamar Institute of Technology, Beaumont, Texas by for and on behalf of the Department of Allied Health and Sciences ("College,") and Jefferson County Public Health Department ("Clinical Affiliate"), a healthcare provider, with an office located at 1295 Pearl Street, Beaumont, TX, 77701. It is acknowledged and agreed that this agreement will become effective as of the date of the last signature of a party hereto.

NOW, THEREFORE, in consideration for mutual covenants and conditions contained in this Agreement, to facilitate training of Pharmacy Technician students, the parties agree as follows:

A. IT IS MUTUALLY AGREED BY THE COLLEGE AND CLINICAL AFFILIATE THAT:

1. The educational program and curricula of the College is and shall be the responsibility of, and shall be carried out under the direction of personnel of the College.
2. Whereas the Clinical Affiliate recognizes the need for the educational development of students and as matter of courtesy will cooperate with the College and student in such training.
3. It is mutually agreed that the provision and supervision of patient/client care or services is the responsibility of, and shall be carried out under the direction of personnel of the Clinical Affiliate. The Clinical Affiliate agrees to provide students admission to the program and to provide equipment, supplies and other resources which are available.
4. It is mutually agreed that clinical experiences for students enrolled in the pharmacy technician program of the College will be provided at the Clinical Affiliate and the College will designate, in writing, a contact person to regularly communicate with the Clinical Affiliate regarding routine operational matters described herein.
5. It is mutually agreed that College faculty will select and assign students for learning experiences and will further provide for teaching, evaluation, overall supervision, and record keeping of students. The College shall cooperate with the Clinical Affiliate to establish rotations for students. Faculty members, students and the College will adhere to all policies of the Clinical Affiliate and will assume responsibility for student's adherence to those policies.
6. It is mutually agreed that the College does not, and will not, discriminate against any student, employee, or applicant for registration or employment because of disability, race, religion, sex, color, creed, marital status, age, or national origin.
7. It is mutually agreed that the period of assignment, and the number and distribution of students among divisions of the Clinical Affiliate will be determined by representatives of the College and the Clinical Affiliate. The College shall be ultimately responsible for program admissions, administration, matriculation requirements, curriculum planning and accreditation requirements and student assignments. The College will be responsible for all final assessments of each student's clinical and academic performance and the assignment of final grades.
8. The Clinical Affiliate reserves the right to dismiss any student from its premises and otherwise terminate this agreement at any time and for any or not reason without notice and without recourse by the student, Faculty or College.

9. It is mutually agreed that representatives of the College and Clinical Affiliate shall meet as scheduled to discuss issues of mutual concern, and to make such suggestions and changes as are needed. Both parties will share information pertinent to the Affiliation Agreement.

10. It is mutually agreed that the College will comply with all regulatory and accreditation agency standards.

11. In the event a student or College member is exposed to infectious disease, environmental hazard, or sustains any injury or illness in the course of any rotation, the Clinical Affiliate will, with the consent of the student, provide first aid and emergency medical treatment at the site, if such injuries can be appropriately treated on site. If the injury or illness cannot be appropriately treated on site, then the Clinical Affiliate will make arrangements for such individuals to receive appropriate treatment at another facility. The Clinical Affiliate will inform the College of any such injuries and treatment and the student hereby waives all privacy rights as to such circumstances. It is agreed and understood that the student will be solely responsible for paying for any health care and expenses incurred for necessary treatment of the student at another facility during any rotation. The College will provide the Clinical Affiliate evidence of appropriate liability coverage and Personal Health Insurance for each student during each rotation.

12. The parties agree that the sole purpose of this agreement is to facilitate learning for the students and that the Clinical Affiliate is volunteering to participate in this program and that the students will occupy the status of "licensee" as that term is interpreted by Texas law. The students participating in the program shall not be agents, servants or employees of the Clinical Affiliate at any time nor otherwise have any right to or expectation of payment, compensation, remuneration or other material benefit from the Clinical Affiliate.

With regard to any of these general areas of agreement, The College is responsible for, and agrees to:

1. Protect the health and safety of all parties by:

- a. Requiring student liability insurance coverage at no cost to the Clinical Affiliate;
- b. Requiring an annual health and physical examination at no cost to the Clinical Affiliate;
- c. Requiring compliance with the Center for Disease Control, Texas Department of Health, and Clinical Affiliate rules as regarding health, immunizations, safety, dress, and conduct (including for-cause drug screens at no expense to the Clinical Affiliate);
- d. Providing, or otherwise arranging for, faculty and student orientation to the Clinical Affiliate, its major policies, rules and regulations.
- e. Adequately indoctrinate students to inform them that the Clinical Affiliate shall have sole authority and control over and be responsible for its facilities, personnel and patient care and treatment and other clinical activities at the site, including without limitation any all student clinical activities at the site.

2. Make arrangements with the Client Services Administrator, and specified designates, for clinical learning experiences needed for students prior to each semester. The College representative will provide parties with:

- a. Names of students;
- b. Name(s) of faculty;
- c. Dates, days, times of clinical practice periods will be agreed upon.

3. Assist with or contribute to Clinical Affiliate educational activities when requested.
4. Remove students for academic and /or behavioral misconduct according to the College's Student Code of Conduct per the Clinical Affiliation and the College's Policies.
5. Provide for, arrange and/to encourage Clinical Affiliate personnel participation in selected evaluation programs.
6. The individual student is responsible for equipment damaged or broken due to the student's negligence.
7. College shall require all students, faculty, employees, agents, and representatives of College participating in the Program (collectively "Program Participants") to sign and comply with a Statement of Confidentiality for Health Insurance Portability and Accountability Act (HIPAA) purposes and fully comply with all confidentiality and privacy laws, rules and regulations.
8. Notwithstanding any other provision herein, the governmental immunity, qualified immunity, official immunity and all other immunities and defenses of Clinical Affiliate and its employees and officials shall be unimpaired and in full force and effect at all times. Nothing in this agreement shall constitute a waiver of Clinical Affiliate's or Jefferson County's immunities to suit or liability. The Clinical Affiliate, Jefferson County, its employees, agents and officials shall, at all times, have the benefit of all defenses, immunities, rights and limitations of liability and damages recognized in law including, without limitation, the CPRC Chapter 101, Texas Tort Claims Act.
9. It is further understood and agreed that the students, faculty and College shall be solely liable for any and all damages, injuries, claims, suits and grievances of any student, faculty member or the College and anyone claiming on their behalf arising from the performance or implementation of this agreement. In no event shall the Clinical Affiliate or Jefferson County or any of its employees, agents or officials ever have any liability hereunder the fullest extent allow under law for such claims.

The Clinical Affiliate is responsible for, and agrees to:

1. Permit the use of clinical facilities by students enrolled in the Department of Allied Health and Sciences, Pharmacy Technician Program for the purpose of clinical education.
2. Provide, to the extent reasonable, conference rooms for student education, and locker rooms or other secure space for faculty and students to store coats, books, etc., while on duty.
3. Allow students and faculty reasonable and supervised access to, and use of, facilities maintained by the Clinical Affiliate following their specific policies, fees or charges, such as Library and Cafeteria.
4. Charge no fees for clinical laboratory practice.
5. Legal responsibility for the performance of students during the program shall be and remain solely with student, Faculty and College and never with the Clinical Affiliate or Jefferson County. It is understood and agreed that the Clinical Affiliate will be under no obligation to compensate any student for any services rendered by the student during this training.

DISPUTE RESOLUTION

Should any dispute arise between the parties, the parties agree to use all reasonable efforts to resolve same amicably and, if necessary, agree to submit to mediation. All disputes in which litigation is required will be litigated in a court of competent jurisdiction in Jefferson County, Texas according to Texas Law.

TERMS OF AGREEMENT:

Unless terminated earlier, this agreement shall be effective for the period beginning the Effective Date for the term of one (1) year commencing upon the Effective Date of October 1, 2024 through September 30, 2025. This agreement will automatically renew for an additional year unless terminated as provided hereinabove.

By: [Signature]
Program Director
Pharmacy Technician
Date 10/30/24

Lamar Institute of Technology
Department Chair, Allied Health and Sciences

By: Clinical Affiliate, Chief Administrator

[Signature] Date 10/30/24 _____ Date: _____

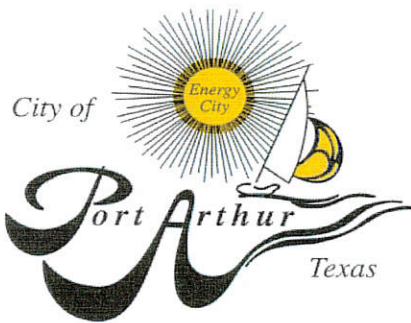
Vice President of Academic Affairs
[Signature] Date 11/12/24

Sid Valentine, PhD.
President, Lamar Institute of Technology
[Signature] Date 11/13/24

[Signature] Date 10/1/24
Judge Jeff R. Branick
Jefferson County Judge

THURMAN BILL BARTIE, MAYOR
DONEANE BECKCOM, MAYOR PRO TEM

COUNCIL MEMBERS:
WILLIE BAE LEWIS, JR.
TIFFANY L. HAMILTON EVERFIELD
HAROLD L. DOUCET, SR.
THOMAS KINLAW, III
DONALD FRANK, SR.



537537
RONALD BURTON, CPM
CITY MANAGER

SHERRI BELLARD, TRMC
CITY SECRETARY

ROXANN PAIS COTRONEO
CITY ATTORNEY

October 28, 2024

Certified: 7020 3160 0000 7937 4748
Copy sent via regular mail

Jefferson County et al.
1149 Pearl Street
Beaumont, Texas 77701-3638

2145 MEMORIAL BLVD (MOBILE HOME)
BLOCK 1 GORMAN PLACE ADDITION

Dear Jefferson County et al,

An inspection was made on **03/21/2017** on the property located at **2145 Memorial Blvd, Port Arthur, Texas**. The inspection disclosed that the building or structure located at the above listed address is unsafe and represents a threat to public health, safety and welfare. The City of Port Arthur's Housing Code of Ordinance Article VIII requires owners to **repair, rehabilitate** or **demolish** any structures which are (1) structurally unsound, unfit for human habitation, and/or substandard; (2) a hazard to public health, safety, and welfare by reason of access constituting a fire hazard or other danger to human life, inadequate maintenance, or abandonment.

The Demolition Division staff will discuss this letter and remedies with you at your request. Staff may be reached at (409) 983-8209. If this office receives no response from you, and if such elimination of defects through reconstruction, board-up or demolition has not begun within fifteen (15) days from the receipt of this letter, this division is required to institute proceedings as set forth in this code, which may involve the letting of contractor for demolition or cleanup of the property and/or filing of charges in Municipal Court for violation of this Code of Ordinance **Article VIII Section 18-381, Section 18-382**.

If you do not wish to discuss this matter with this office, you may appear before the Construction Board of Adjustments and Appeals and show cause why this request by the official should not be complied with. You have the right to appeal the decision of the Building Official to the Construction Board of Adjustments and Appeals. Your notice of appeal shall be in writing and filed within (15) days after the receipt of this letter at the office of the Demolition Division.

Sincerely,

Ronnie Mickens
Demolition Inspector

Sharon Flanagan
Demolition Supervisor

sw

101-Letter

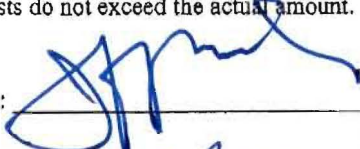
DEMOLITION WAIVER

City of Port Arthur
Development Services—Demolition Division
300 E. 4th Street, Suite 700/P. O. Box 1089, Port Arthur, TX 77641-1089
(409) 983-8209/(409) 983-8250

I, Jefferson County et al., am the owner of a Commercial/Trailer Home
(Owner's Name) (Description of Building (s))

at 2145 Memorial Boulevard, legally described as Block 1 Gorman Place 0000 Addition
(Street Address) (Legal Description)

I hereby give my consent, without the necessity of a public hearing, to the City of Port Arthur to demolish the above described building (s) and to clear the above described property of all weeds, rubbish, trash and debris. The City of Port Arthur may use its own personal equipment to do such work, or the City may hire or otherwise engage others and the equipment of others, for such purpose. I also hereby consent to the filing of a lien against the above described property for all costs incurred by the City of Port Arthur in connection with such demolition provided that such costs do not exceed the actual amount.

Signature(s): 

Mailing Address: 1149 PEARL, BEAUMONT, TX 77701

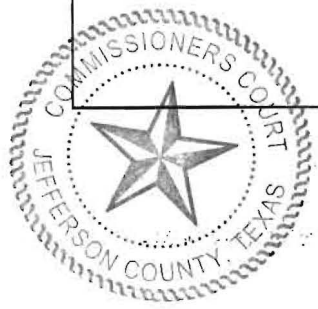
Telephone Number(s): 409-835-8466

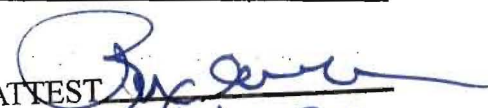
SUBSCRIBED AND SWORN BEFORE ME THIS 3 DAY OF December, 2024



NOTARY PUBLIC IN AND FOR JEFFERSON COUNTY, TEXAS

MY COMMISSION EXPIRES: 5-25-26



ATTEST 
DATE 12/31/2024



11/14/2024 11:03



11/14/2024 11:03

11/14/2024 11:03





11/14/2024 11:03

543543

11/14/2024 11:03





11/14/2024 11:04



11/14/2024 11:04

Appraisal & Collection Technologies - JEFFERSON COUNTY

Window

Print Sale Next Sale Prev Owner Next Owner Act History Act Summary Notes Documents

Go To: 11/15/2024 15:22:48

ACCOUNT NO: 024050400000100-000000; DEFAULTED PAYMENT AGREEMENT #77023; BEGIN DATE: 04/30/2015; END DATE: 03/31/2016; MONTHLY PAYMENT AMOUNT: \$322.76; NO OF ACTIC

STATUS DETAIL Expand Fees Summary

Account Information
 Account No. 024050400000100-000000 Roll Code REAL PROPER
 Certified Owner JEFFERSON COUNTY
 Parcel Address 2145 MEMORIAL BLVD
 Amount Due 11/15/2024 Owner No. 0

Tax Units
 List of Tax Units
 1 9 35 43 51 55 9008
 Tax Unit Description
 Tax Unit Year
 Rec Type
 Multi Select

AG INCLUDED Remove Fees Countywide

Amount Due/Paid Information

Year	Appr. Value	H O V D	Base Levy	Paid Levy	Write-Off	Remaining Levy	Fees	Retard	Amount Due
2024	\$22,595	0	\$386.70	\$ 0.00	\$ 0.00	\$386.70	\$ 0.00	\$ 0.00	\$386.70
2023	\$62,894	0	\$1,836.87	\$ 0.00	\$ 0.00	\$1,836.87	\$682.31	\$ 0.00	\$2,689.18
2022	\$62,984	0	\$2,000.35	\$ 0.00	\$ 0.00	\$2,000.35	\$1,216.22	\$ 0.00	\$3,216.57
2021	\$63,384	0	\$2,070.74	\$ 0.00	\$ 0.00	\$2,070.74	\$1,557.21	\$ 0.00	\$3,627.95
2020	\$50,974							\$ 0.00	\$3,203.08
2019	\$50,970							\$ 0.00	\$3,370.38
2018	\$50,970							\$ 0.00	\$3,547.84
2017	\$36,160							\$ 0.00	\$2,608.62
2016	\$38,450							\$ 0.00	\$2,784.24
Last Payment Date									\$ 0.00
Last Payer									\$27,908.22

**** WARNING ****

The following condition(s) exist:

Struck Off Exists;

Record 1/1



Resolution

STATE OF TEXAS §
COUNTY OF Jefferson §

BE IT REMEMBERED at a meeting of the Commissioners Court of Jefferson County held on the 3 day of December, 2024, on a motion made by Commissioner Everette Bo Alfred Commissioner of Precinct 4 and seconded by Commissioner Cary Erickson, Commissioner of Precinct 2, the following resolution was adopted:

Resolution of Support for County Motor Fuel Tax Exemption

WHEREAS, Texas Counties are the action arm of the state government and are responsible for the operation and management of many various state governmental programs as required or authorized by state law; and

WHEREAS, Texas Counties provide essential state services to constituents at the local level which are fully or partially supported with funds disbursed by the State of Texas pursuant to the state appropriations process; and

WHEREAS, Texas Counties provide emergency management services to the citizens of the State of Texas, and serve as first responders during disasters to clear roads and provide lifesaving rescue and recovery support to local, regional, state, and federal agencies; and

WHEREAS, the rising cost fuel costs have a significant impact on county budgets; and

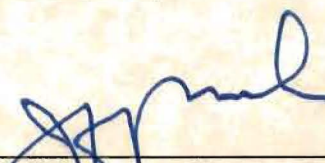
WHEREAS, the State of Texas has authorized a motor fuel tax exemption for Volunteer Fire Departments which partner with Texas Counties to provide lifesaving fire response and mitigation to citizens of Texas; and

WHEREAS, the State of Texas has authorized a motor fuel tax exemption to Texas Public Schools for motor fuel taxes which helps reduce expenses to local school districts and alleviate the impact of local school property taxes to the citizens of Texas; and

WHEREAS, exempting Texas motor fuel taxes for Texas Counties will reduce tax churn in the state and further alleviate the impact of local county property taxes to the citizens of Texas.


NOW, THEREFORE, BE IT RESOLVED, that the Jefferson County Commissioners Court does hereby resolve that for the foregoing reasons, it is in the best interest of Texas counties and their taxpayers to support and favor passage of legislation that exempts counties from certain motor fuels taxes.

Signed this 3rd day of December, 2024

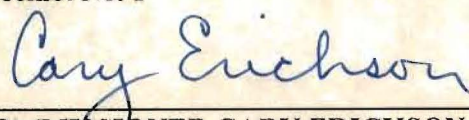


JUDGE JEFF R. BRANICK
County Judge






COMMISSIONER EDDIE ARNOLD
Precinct No. 1



COMMISSIONER CARY ERICKSON
Precinct No. 2



COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3



COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

STATE OF TEXAS	§	INTERLOCAL AGREEMENT
COUNTY OF JEFFERSON	§	OLD TWIN CITY HIGHWAY

WHEREAS, the City of Port Arthur, Texas, by and through its City Council as authorized by Chapter 791 of the Government Code and Jefferson County Precinct 3, for the mutual benefit of the citizens they serve, desire to enter into an agreement to provide certain services to each other; and,

WHEREAS, Jefferson County Precinct 3, through its maintenance personnel, from time to time, has the capacity to provide labor and equipment suitable for the clearing of vegetation within the 7500-7700 Blocks of Old Twin City Highway right-of-way; and,

WHEREAS, the City of Port Arthur has the capacity to provide labor and equipment suitable for the clearing of vegetation within the 7500-7700 Blocks of Old Twin City Highway right-of-way thereafter; and,

Now, therefore, know all men by these presents:

City of Port Arthur and Jefferson County Precinct 3 hereby agree as follows:

1. **Jefferson County Precinct 3** shall furnish labor and equipment for one-time assistance in clearing overgrown vegetation within 7500-7700 Blocks of Old Twin City Highway right-of-way.
2. The **City of Port Arthur** will be responsible for maintaining the right-of-way thereafter.
3. This agreement shall be effective on the date of its execution and may be terminated at the will of either party.
4. This agreement shall be governed by the laws of the State of Texas.
5. Nothing in this agreement may be construed to create an agency relationship between the parties. This agreement does not create an agency, joint venture, or partnership between the parties.
6. The agents or employees of a party shall not be deemed to be the agents or employees of the other party.
7. The parties further agree, pursuant to Chapter 791, Texas Government Code, that any dispute regarding the terms and execution of the work under this agreement will be submitted to mediation and, if that fails, at the option of a party, submitted for final determination using the dispute resolution procedures set forth in Chapter 154, Texas Civil Practice and Remedies Code as agreed upon by the parties or as determined and ordered by the Jefferson County Judge if the parties are unable to agree on the procedure, it being the intention of the parties to first make a good faith decision attempt to resolve any disputes between them in the manner most likely to avoid potentially expensive and time-consuming litigation.

Executed on the _____ day of December 2024.

Jeff R. Branick, County Judge

City Manager General Manager City
of Port Arthur

RESOLUTION NO. _____**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF PORT ARTHUR AND JEFFERSON COUNTY PRECINCT 3 FOR ONE-TIME ASSISTANCE IN THE CLEARING OF VEGETATION WITHIN THE 7500-7700 BLOCKS OF THE OLD TWIN CITY HIGHWAY RIGHT-OF-WAY (REQUESTED BY COUNCILMEMBER KINLAW)**

WHEREAS, the City of Port Arthur does not have the physical or mechanical means to suitably maintain the vegetation within the 7500-7700 Blocks of the Old Twin City Highway right-of-way; and,

WHEREAS, Jefferson County Precinct 3 has agreed to assist the City of Port Arthur for one-time assistance in the clearing overgrown vegetation within the 7500-7700 Blocks of the Old Twin City Highway right-of-way, provided at no cost to the city; and,

WHEREAS, the City of Port Arthur will be responsible for maintaining the right-of-way thereafter; and,

WHEREAS, the purpose of this agreement is for Jefferson County Precinct 3 to provide labor and equipment for the clearing of vegetation along the Old Twin City Highway right-of-way; and,

WHEREAS, Jefferson County Precinct 3 can provide skilled labor and equipment to perform site clearance along the right-of-way; and,

WHEREAS, it is hereby deemed appropriate for the City of Port Arthur to enter into this agreement with Jefferson County Precinct 3 for one-time assistance in clearing vegetation within the 7500-7700 Blocks of the Old Twin City Highway right-of-way at no cost to the City of Port Arthur.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ARTHUR:

THAT, the facts and opinions in the preamble are true and correct.

THAT, the City of Port Arthur City Council hereby authorizes the City Manager to enter into an Interlocal Agreement between the City of Port Arthur and Jefferson County Precinct 3 to provide labor and equipment for one-time assistance in the clearing of vegetation within the 7500-7700 Blocks of the Old Twin City Highway right-of-way, attached hereto as Exhibit "A".

THAT, a copy of the caption of this Resolution be spread upon the Minutes of the City Council.

READ, ADOPTED, AND APPROVED this _____ day of December, A.D. 2024, at a Regular Meeting of the City Council of the City of Port Arthur, Texas, by the following vote: AYES:

Mayor: _____

Councilmembers: _____

Noes: _____

Thurman Bill Bartie, Mayor

ATTEST:

Sherri Bellard, TRMC, City Secretary

APPROVED AS TO FORM:

Roxanne Pais Cotroneo, City Attorney

APPROVED FOR ADMINISTRATION:

Ronald "Ron" Burton, City Manager

Exhibit “A”

1. Jefferson County, Texas ("County") and Energy Transfer Spindletop LLC (previously Coastal Caverns1, LP) ("Owner"), (together, the "Parties") entered into Tax Abatement Agreements ("Agreements") on October 2, 2017 (attached hereto as Exhibit "A") with respect to the abatement of certain *ad valorem* property taxes on Phases 1-5 of new facilities (the "Project") to be constructed by OWNER, in the **Coastal Caverns Reinvestment Zone** which was originally adopted by Jefferson County on the 7th day of August, 2017.

2. Coastal Caverns 1, L.P. is the owner of record in County's real property records of the real property on which Project is being constructed, and the owner of the improvements to the real property that constitute the Project. Owner has requested that the County modify the Agreement to delay the beginning date of tax abatement percentages agreed to and the real interests and obligations outlined in the abatement agreement.

3. It was and continues to be the intent of the Parties that all of the rights, duties and obligations granted or imposed by the Agreement with respect to the tax abatement reside with and are the property of the owner of the Project.

4. The Parties acknowledge that circumstances beyond the control of Owner, specifically difficulties occasioned by the occurrence of natural disasters and COVID-19, have delayed the commencement of construction and the Owner will suffer the loss of the intended benefits of the original abatement agreements and, for these reasons, the parties agree that the Tax Abatement Agreement for Phases 3-5 of project shall be amended only with respect to:

Article 4: Term of Abatement

The Term of the Abatement granted pursuant to this Agreement shall be as reflected in the Abatement Schedule (EXHIBIT "B"), which will replace the Agreement's existing Exhibit "A" for Phases 3-5;

Should OWNER not begin the construction of Phase 3 by December 31, 2024, this AGREEMENT shall be null and void. Year 1 of the Abatement Period for Phase 3 shall be 2027.

Should OWNER not begin the construction of Phase 4 by December 31, 2025, this AGREEMENT shall be null and void as to Phases 4 and 5. Year 1 of the Abatement Period for Phase 4 shall be 2028.

Should OWNER not begin the construction of Phase 5 by December 31, 2027, this AGREEMENT shall be null and void as to Phase 5. Year 1 of the Abatement Period for Phase 5 shall be 2029.

The OWNER'S obligation to create four new full-time jobs and retain not less than twenty (20) pre-existing full-time jobs will use the employee headcount as of January 1, 2027 as the starting point, adjusted to reflect anticipated completion date of Phase 3.

5. The Parties agree that OWNER will certify to the County the completion of each phase and the County will request that the Jefferson Central Appraisal District establish discrete tax accounts for each phase to facilitate administration of the tax abatement.

6. The Parties further acknowledge and agree that all other terms and conditions of the original Abatement Agreement shall remain in full force and effect unless amended by written agreement.

Signed this 3rd day of December, 2024

COUNTY:

[Signature]
Jeff R. Branick, County Judge

OWNER:



ATTEST [Signature]
DATE 12/3/2024

EXHIBIT "B"			
PHASE 3, 4 AND 5 ABATEMENT SCHEDULE			
	PHASE 3	PHASE 4	PHASE 5
2027	100		
2028	100	100	
2029	100	100	100
2030	80	100	100
2031	80	80	100
2032	80	80	80
2033	60	80	80
2034	60	60	80
2035		60	60
2036			60



558558

Clint Turner
Chief Deputy
E-Mail
Clint.Turner@jeffcotx.us

Tim Funchess
County Treasurer
1149 Pearl Street – Basement
Beaumont, Texas 77701

Office (409) 835-8509
Fax (409) 839-2347
E-Mail
tim.funchess@jeffcotx.us

November 25, 2024

Judge Jeff R. Branick and
Commissioners Court
Jefferson County Courthouse
Beaumont, Texas 77701

Gentlemen:

Enclosed is the Investment Schedule as of October 31, 2024,
including interest earnings.

The weighted average yield to maturity on the County's investments
is 4.859%. The 90 day Treasury discount rate on October 31, 2024 was
4.44% and the interest on your checking accounts for the month of October
was 4.27

Included in the attached report are the balances for the County's
pledged collateral.

This report meets the requirements for investment officers in
compliance with the Texas Government Code. Title 10, Section 2256.023.

This should be on the agenda December 3, 2024, to be received and
filed.

Sincerely,

Tim Funchess, CCT, CIO
Enclosure

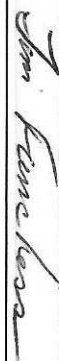
Agenda should read:

Receive and File Investment Schedule for October, 2024,
including the year to date total earnings on County funds.

JEFFERSON COUNTY MONTH END OCTOBER 31, 2024 INVESTMENT SCHEDULE

SECURITY DESCRIPTION	SETTLEMENT DATE	PAR AMOUNT	AMOUNT PAID	PRICE PAID	EXPT. YIELD	MATURITY DATE	CALL DATE	# Days to mat.	# Days Invested	CUSIP/C.D. NUMBER	BROKER DEALER	CURRENT VALUE	Current Price	ACCRUED FROM PURCHASE (COUPON)	Coupon paid TO DATE	BOOK VALUE (ACCRUED INT.)
TEXAS CLASS		\$0.00	\$0.00		0.000%		NONE				TEXAS CLASS	\$0.00			\$0.00	\$0.00
CDs and Securities																
FNMA 5.15%	16-Feb-24	\$5,000,000.00	\$5,000,715.28	100	5.150%	12-Feb-27	12-Feb-25	834	1092	3135GAP21	NATIONAL ALLIANCE	\$4,998,200.00	\$99.9640	\$66,506.94	\$126,604.17	\$5,054,706.94
FAMCA 5.02%	23-Jul-24	\$3,000,000.00	\$3,000,000.00	100	5.020%	23-Jul-27	23-Jul-25	995	1095	3142WLR1	NATIONAL ALLIANCE	\$3,000,570.00	\$100.0190	\$40,996.67	\$0.00	\$3,041,566.67
FHLB 5.15	01-Apr-24	\$5,000,000.00	\$5,000,000.00	100	5.150%	01-Apr-27	01-Apr-25	882	1095	3130DLW7	NATIONAL ALLIANCE	\$4,996,250.00	\$99.9650	\$21,458.33	\$128,750.00	\$5,019,708.33
FNMA 5.50	07-May-24	\$5,000,000.00	\$5,000,000.00	100	5.500%	07-May-27	07-May-25	918	1095	3135GAS19	NATIONAL ALLIANCE	\$5,022,450.00	\$100.4490	\$132,916.67	\$0.00	\$5,155,366.67
FHLB 5.50%	24-Jun-24	\$3,000,000.00	\$3,000,000.00	100	5.500%	24-Jun-27	24-Dec-24	966	1095	3130B1S17	NATIONAL ALLIANCE	\$2,999,180.00	\$99.9720	\$68,208.33	\$0.00	\$3,057,388.33
FHLB 3.875%	30-Jun-22	\$3,000,000.00	\$3,000,000.00	100	3.875%	30-Dec-24	30-Sep-22	60	914	3130ASGS2	WELLS SECURITIES	\$2,996,109.24	\$99.8703	\$38,750.00	\$232,500.00	\$3,034,859.24
FHLB 4.00%	25-Sep-24	\$5,000,000.00	\$5,001,111.11	100	4.000%	10-Sep-27	10-Sep-25	1044	1080	3130R2JF0	NATIONAL ALLIANCE	\$4,954,950.00	\$99.0990	\$20,000.00	\$0.00	\$4,974,950.00
FHLB 4.25% (NEW)	25-Oct-24	\$1,700,000.00	\$1,700,000.00	100	4.250%	22-Oct-27	22-Apr-26	1086	1092	3130B3G12	NATIONAL ALLIANCE	\$1,697,059.00	\$99.8270	\$1,204.17	\$0.00	\$1,698,263.17
FHLB 4.20% (NEW)	25-Oct-24	\$3,300,000.00	\$3,300,000.00	100	4.200%	22-Oct-27	22-Apr-26	1086	1092	3130B3FG3	NATIONAL ALLIANCE	\$3,293,928.00	\$99.8160	\$2,310.00	\$0.00	\$3,296,238.00
FHLMC 5.25%	30-Nov-22	\$5,000,000.00	\$5,000,000.00	100	5.250%	23-May-25	23-May-23	204	905	3134GY4R0	WELLS SECURITIES	\$4,996,607.50	\$99.9322	\$115,208.33	\$388,645.83	\$5,111,815.83
INVESTMENT ACCTS		TOTAL PAR	AMT. INVESTED		WEIGHTED AVG. YLD	EQUIVALENT TRES. RATE			WEIGHTED AVG.	MATURITY		TOTAL MARKET VALUE				TOTAL BOOK VALUE
CDs and Securities		\$0.00	\$0.00		4.859%	4.132%			792	DAYS		\$0.00		0.00		
TOTALS ALL ACCTS:		\$39,000,000.00	\$39,001,826.39									\$39,957,283.74		487,559.44	\$876,500.00	\$39,444,843.18
PLEDGE COLLATERAL REPORT WELLS FARGO																
ALL COUNTY FUNDS																
AS OF OCTOBER 31, 2024																
MARKET VALUE OF PLEDGE SECURITIES \$250,000,000.00 BALANCE IN ALL ACCOUNTS: \$182,868,504.83 OVER OR (UNDER) AMOUNT: \$67,131,495.17 136.71%																

This is an unaudited statement made in accordance with provisions of Government Code Title 10 Section 2256.023 The Public Funds Investment Act
 The investment portfolios of Jefferson County comply with the strategies in the Jefferson County Investment Policy and Procedures.


 Tim Funchess, Jefferson County Treasurer/Investment Officer

OCTOBER 2024, JEFFERSON COUNTY INVESTMENT MATURITIES MATURED SECURITIES AND INTEREST EARNED

SECURITY DESCRIPTION	PURCHASE DATE	PAR AMOUNT	AMOUNT INVESTED	PRICE PAID	EXPECT. YIELD	MATURITY DATE	Coupon Pay DATE	# DAYS INVEST.	CUSIP/C.D. NUMBER	BROKER DEALER	INTEREST EARNINGS	COUPON	CALL		
TEXAS CLASS															
FHLB 5.15	01-Apr-24	\$5,000,000.00	\$5,000,000.00	100	5.150%	01-Apr-27	01-Oct-24	1095	3130BOLW7	NATIONAL ALLIANCE	\$128,750.00	COUPON			
FHLB 5.00%	22-Jan-24	\$2,000,000.00	\$2,000,000.00	100	5.000%	22-Jan-26	22-Oct-24	731	3130AYL79	NATIONAL ALLIANCE	\$25,000.00	CALLED			
FHLMC 5.08%	28-Oct-22	\$5,000,000.00	\$5,000,000.00	100	5.080%	25-Oct-24	25-Oct-24	728	3136GXM13	WELLS SECURITIES	\$127,000.00	MATURED			
FNMA 5.00%	25-Jan-24	\$2,000,000.00	\$2,000,000.00	100	5.000%	25-Jan-27	25-Oct-24	1096	3136GAMC2	NATIONAL ALLIANCE	\$25,000.00	CALLED			
CHECKING INTEREST											\$305,750.00				
POOLED CASH ACCT								31	1004221717	STELLAR BANK	\$439,496.92				
OTHER COUNTY ACCTS								31		STELLAR BANK	\$26,014.20				
TAX LICENSE ACCT								31	1004224083	STELLAR BANK	\$2,166.06				
TOTAL		\$14,000,000.00	\$14,000,000.00								\$773,427.18			\$467,677.18	\$773,427.18

FISCAL YEAR 2024-2025

560560

YIELD TO MATURITY AND INTEREST EARNINGS

MONTH	90 DAY T. BILL RATE	INVESTMENT INTEREST EARNED	CHECKING ACCOUNT YIELD	TEXAS CLASS INTEREST	TEXAS CLASS YIELD
OCTOBER	4.440%	\$773,427.18	4.270%		
NOVEMBER					
DECEMBER					
JANUARY					
FEBRUARY					
MARCH					
APRIL					
MAY					
JUNE					
JULY					
AUGUST					
SEPTEMBER					
ANNUAL TOTALS		\$773,427.18		\$0.00	\$773,427.18