

Regular, 12/10/2024 10:30:00 AM

BE IT REMEMBERED that on December 10, 2024, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Cary Erickson, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff

Honorable Roxanne Acosta-Hellberg, County Clerk

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

*Notice of Meeting and Agenda
December 10, 2024*

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 10, 2024**

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

9:45 a.m. - Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.0725 to deliberate business and financial issues relating to an interlocal agreement/contract in negotiations. Deliberation in an open meeting would have a detrimental effect on the positions of the Commissioners Court in negotiations with this third party.

10:00 a.m. – Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.0725 to deliberate business and financial issues relating to an interlocal agreement/contract in negotiations. Deliberation in an open meeting would have a detrimental effect on the positions of the Commissioners Court in negotiations with this third party.

Notice of Meeting and Agenda
December 10, 2024

10:15 a.m. – Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.0725 to deliberate business and financial issues relating to an interlocal agreement/contract in negotiations. Deliberation in an open meeting would have a detrimental effect on the positions of the Commissioners Court in negotiations with this third party.

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

The following options are available:

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

Listen to audio by calling 347-973-4395, conference id 113569383# The court will also have a time for public comments at the beginning of the meeting. If you would like to speak at that time, please be on the phone call. The Court will allow public comments related to items on the agenda that day at the beginning of the meeting. Public comments will be limited to 3 minutes per person.

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

INVOCATION: Cary Erickson, Commissioner, Precinct Two

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

PURCHASING:

- (a).Execute, receive and file contracts for Invitation for Bid (IFB 24-062/MR) Jefferson County Diversion Center Renovation, pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326 with Inland Environments, LTD for line item 1 in the amount of \$149,768.00 and Preferred Facilities Group, USA for line items 2 – 20 in the amount of \$4,704,870.00.

SEE ATTACHMENTS ON PAGES 12 - 15

Motion by: Erickson

Second by: Sinegal

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

Action: APPROVED

- (b).Execute, receive and file contract for Invitation for Bid (IFB 24-064/MR) Popeye Holmes Concrete Walkway Renovation, pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326 with Triangle Concrete Services, Inc. dba Triangle Civil Services in the amount of \$76,810.00.

SEE ATTACHMENTS ON PAGES 16 - 185

Motion by: Erickson

Second by: Sinegal

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

Action: APPROVED

*Notice of Meeting and Agenda
December 10, 2024*

- (c). Consider and approve, execute, receive and file an extension for Supplemental No. 2 (Change Order) for Contract Amendment No. 6 for Master Services Agreement for Professional Services with Garver, LLC. for Construction Administration Services. This contract extension is due to construction completion being overdue; and will extend the Contract Administration Services for this project approximately 109 days past the scheduled completion date. This extension will increase the total contract amount by \$70,000.00 for the additional Construction Administration Services, bringing the total contract amendment amount from \$317,400.00 up to \$387,400.00; in accordance with (RFQ 16-013/JW), Professional Engineering Services for the Jack Brooks Regional Airport. Liquidated damages to be collected from the project's Contractor, Brizo Construction, LLC. will be utilized to fully cover the cost of these Construction Administration Services. This project is pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326. This project is 90% funded by Airport Improvement Program (AIP) Grants 39 and Grant 40, and 10% funded by the Passenger Facility Charge (PFC) Grant #10.

SEE ATTACHMENTS ON PAGES 186 - 188

Motion by: Erickson

Second by: Sinegal

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

Action: APPROVED

- (d). Consider and approve, execute, receive and file an extension for Supplemental No. 2 (Change Order) for Contract Amendment No.7 for Master Services Agreement for Professional Services with Garver, LLC. for On-Site Resident Project Representative (RFP) Services. This contract extension is due to construction completion being overdue; and will extend the RPR Services for this project approximately 109 days past the scheduled completion date. This extension will increase the total contract amount by \$100,032.00 for the additional RPR Services, bringing the total contract amendment amount from \$374,000.00 up to \$474,032.00; in accordance with (RFQ 16-013/JW), Professional Engineering Services for the Jack Brooks Regional Airport. Liquidated damages to be collected from the project's Contractor, Brizo Construction, LLC. will be utilized to fully cover the cost of these RPR Services. This project is pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326. This project is 90% funded by Airport Improvement Program (AIP) Grants 39 and Grant 40, and 10% funded by the Passenger Facility Charge (PFC) Grant #10.

SEE ATTACHMENTS ON PAGES 189 - 190

Motion by: Erickson

Second by: Sinegal

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

Action: APPROVED

- (e). Consider and approve, execute, receive and file a Change Order#1 for agreement (Agreement 24-041/MR) with CentralSquare Technologies, LLC to add training for the H5-HTML5 Interface for The Naviline in the amount of \$2,880.00, bringing the total agreement from \$197,230.07 to \$200,110.07. Consider and approve a discretionary exemption as authorized by Local Government Code 262.024(a)(7)(A) for an item that can be obtained from only one source, including items for which completion is precluded because of the existence of patents, copyrights, secret processes, or monopolies. This project will be funded by LATCF Federal Grant Funds.

SEE ATTACHMENTS ON PAGES 191 - 194

Motion by: Erickson

Second by: Sinegal

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

Action: APPROVED

- (f). Consider and approve, execute, receive and file disposal of scrap metal property. Scrap property to be transported to a metal salvage company and there sold for such price as it may command and return funds to the County.

SEE ATTACHMENTS ON PAGES 195 - 196

Motion by: Erickson

Second by: Sinegal

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

Action: APPROVED

COUNTY AUDITOR:

- (a). Consider and approve electronic disbursement for \$2,136,236.66 to State Comptroller for Intergovernmental Governmental Transfer for Jefferson County LPPF for the Hospital Augmented Reimbursement Program.

SEE ATTACHMENTS ON PAGES 197 - 197

*Notice of Meeting and Agenda
December 10, 2024*

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

- (b). Consider and approve electronic disbursement for \$39,301.70 to State Comptroller for Intergovernmental Governmental Transfer for Jefferson County LPPF for the Uncompensated Care Demonstration Year 9.

SEE ATTACHMENTS ON PAGES 198 - 198

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

- (c). Consider and approve wire transfer for \$58,421.10 for home buyout purchase through the Texas GLO CDBG – Hurricane Harvey Home Buyout Grant for the 5220 Roberts Road property.

SEE ATTACHMENTS ON PAGES 199 - 200

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

- (d). Consider and approve wire transfer for \$289,564.97 for home buyout purchase through the Texas GLO CDBG – Hurricane Harvey Home Buyout Grant for the 10015 Jason Court property.

SEE ATTACHMENTS ON PAGES 201 - 202

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

- (e). Consider and approve electronic disbursement for \$394,062.33 to LaSalle for revenue received from entities for inmate housing.

NO ATTACHMENTS

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

*Notice of Meeting and Agenda
December 10, 2024*

- (f). Consider and approve advanced funding request for American Rescue Plan Act approved project with Nutrition & Services for Seniors in the amount of \$242,120.00.

SEE ATTACHMENTS ON PAGES 203 - 204

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

- (g). Regular County Bills – check #523685 through check #523878.

SEE ATTACHMENTS ON PAGES 205 - 213

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

- (h). Receive and file County Jail Water Service Agreement with the City of Beaumont.

SEE ATTACHMENTS ON PAGES 214 - 221

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

- (i). Receive and file 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 222 - 231

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

COUNTY COMMISSIONERS:

- (a). Receive and file transcript for Continuing Education hours completed by Commissioner Erickson in 2024 pursuant to Sec. 81.005, Local Government code.

SEE ATTACHMENTS ON PAGES 232 - 232

*Notice of Meeting and Agenda
December 10, 2024*

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

- (b). Conduct a public hearing regarding amending the Tax Abatement Agreement between Jefferson County and Energy Transfer Spindletop LLC for Phases 1 & 2 to correct a ministerial mistake in the amendment approved on 12/3/24 to reflect that construction must begin on Phase 3 by December 31, 2025.

NO ATTACHMENTS

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

- (c). Consider, possibly approve and authorize the County Judge to execute an Amended Tax Abatement Agreement between Jefferson County and Energy Transfer Spindletop LLC. to reflect that construction must be completed on Phases 1 & 2 and construction must begin on Phase 3 by December 31, 2025. (Construction for each phase of the facility has implications regarding the abatement allowed for each phase.)

SEE ATTACHMENTS ON PAGES 233 - 233

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

- (d). Receive and file executed Interlocal Agreement between the City of Port Arthur and Jefferson County to authorize Precinct 3 to clear vegetation within the 7300 and 7500 blocks of Old Twin City highway, pursuant to Chapter 791, Government Code.

SEE ATTACHMENTS ON PAGES 234 - 239

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

- (e). Consider and possibly approve the hiring of Lester Wilson as a Chief Deputy Constable with Constable Pct. 6 and Gloriay Gonzalez as a Deputy Constable with Constable Pct. 6 in accordance with Local Government Code (LGC) 86.011

NO ATTACHMENTS

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

ENGINEERING DEPARTMENT:

- (a). Consider and possibly approve and authorize the County Judge to execute, receive and file Phase II (Small) MS4 Annual Report for TPDES Permit No. TXR040000.

SEE ATTACHMENTS ON PAGES 240 - 267

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

OTHER BUSINESS:

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

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

Jeff R. Branick
County Judge

Notice of Meeting and Agenda
December 10, 2024

Regular, December 10, 2024

There being no further business to come before the Court at this time, same is now here adjourned on this date, December 10, 2024.

CONTRACT

THIS AGREEMENT made this _____ day of _____, 2024, by and between

Inland Environments, LTD, a Company organized and existing under the laws of the State of **Texas** hereinafter called the “Contractor” and **Jefferson County, Texas**, hereinafter called the “Owner”.

WITNESSETH:

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

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

ARTICLE 2. The Contract Price. The Owner will pay the Contractor, because of his performance of the Contract, for the total quantities of work performed at the lump sum and unit prices stipulated in the Proposal for the **Total Bid, not to exceed a total contract value of \$149,768.00** subject to additions, and deductions as provided in the Section entitled “Change Order” under “General Conditions of Bidding and Terms of Contract”.

ARTICLE 3. Contract Time. The Contractor agrees to begin work within sixty (60) calendar days after issuance by the Owner of a “Notice to Proceed” and to complete the work within sixty (60) calendar days thereafter (except as modified in accordance with the “General Conditions of Bidding and Terms of Contract” of these Contract Documents).

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

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

ATTACHMENT A (Pages A.1-1451) Bid Specifications, Addendum No. 1, Addendum No. 2, Addendum No. 3 and Addendum No. 4

ATTACHMENT B (Pages B.1-1077) Contractor’s Bid Submission

ATTACHMENT C (Pages C.1-9) Required Bidder Documentation

Bid Surety

Certificate of Insurance

Texas Ethics Commission (TEC Form 1295)

System for Award Management (SAM) Proof of Registration

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

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

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

Inland Environments, LTD
(Contractor)

Jefferson County, Texas
(Owner)

By: Stacey Hoffmann

By: Jeff Branick

Signature: Stacey Hoffmann

Signature: [Signature]

Title: Project Manager

Title: County Judge

Date: 12/4/24

Date: 12-10-24

ATTEST: [Signature]

ATTEST: [Signature]
Roxanne Acosta Hellberg
County Clerk



CONTRACT

THIS AGREEMENT made this _____ day of _____, 2024, by and between

Preferred Facilities Group, USA, a Company organized and existing under the laws of the State of **Texas** hereinafter called the “Contractor” and **Jefferson County, Texas**, hereinafter called the “Owner”.

WITNESSETH:

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

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

ARTICLE 2. The Contract Price. The Owner will pay the Contractor, because of his performance of the Contract, for the total quantities of work performed at the lump sum and unit prices stipulated in the Proposal for the **Total Bid, not to exceed a total contract value of \$4,704,870.00** subject to additions, and deductions as provided in the Section entitled “Change Order” under “General Conditions of Bidding and Terms of Contract”.

ARTICLE 3. Contract Time. The Contractor agrees to begin work within sixty (60) calendar days after issuance by the Owner of a “Notice to Proceed” and to complete the work within three-hundred sixty-five (365) calendar days thereafter (except as modified in accordance with the “General Conditions of Bidding and Terms of Contract” of these Contract Documents).

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

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

ATTACHMENT A (Pages A.1-1451) Bid Specifications, Addendum No. 1, Addendum No. 2, Addendum No. 3 and Addendum No. 4

ATTACHMENT B (Pages B.1-1396) Contractor’s Bid Submission

ATTACHMENT C (Pages C.1-17) Required Bidder Documentation

Bid Surety

Certificate of Insurance

Performance Bond & Payment Bond

Texas Ethics Commission (TEC Form 1295)

System for Award Management (SAM) Proof of Registration

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

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

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

Preferred Facilities Group, USA
(Contractor)

Jefferson County, Texas
(Owner)

By:  _____

By: _____

Signature: Michael Waidley _____


Signature: _____

Title: Division Manager _____

Title: _____

Date: 12/4/24 _____

Date: _____

ATTEST: 
Lynida Clifton
Proposal Coordinator

ATTEST: _____
Roxanne Acosta Hellberg
County Clerk

CONTRACT

THIS AGREEMENT made this _____ day of _____, 2024, by and between

Triangle Concrete Services, Inc. dba Triangle Civil Services, a Corporation organized and existing under the laws of the State of **Texas** hereinafter called the “Contractor” and **Jefferson County, Texas**, hereinafter called the “Owner”.

WITNESSETH:

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

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

ARTICLE 2. The Contract Price. The Owner will pay the Contractor, because of his performance of the Contract, for the total quantities of work performed at the lump sum and unit prices stipulated in the Proposal for the **Total Bid, not to exceed a total contract value of \$76,810.00** subject to additions, and deductions as provided in the Section entitled “Change Order” under “General Conditions of Bidding and Terms of Contract”.

ARTICLE 3. Contract Time. The Contractor agrees to begin work within ten (10) calendar days after issuance by the Owner of a “Notice to Proceed” and to complete the work within fifty (50) calendar days thereafter (except as modified in accordance with the “General Conditions of Bidding and Terms of Contract” of these Contract Documents).

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

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

ATTACHMENT A (Pages A.1-81) Bid Specifications, Addendum No. 1 and Addendum No. 2

ATTACHMENT B (Pages B.1-72) Contractor’s Bid Submission

ATTACHMENT C (Pages C.1-15) Required Bidder Documentation

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

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

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

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

Triangle Concrete Services, Inc. dba
Triangle Civil Services
(Contractor)

Jefferson County, Texas
(Owner)

By: Jerrold Fussell

By: Jeff Branick

Signature: [Handwritten Signature]

Signature: [Handwritten Signature]

Title: Chief Operating Officer

Title: County Judge

Date: 12/4/24

Date: 12-10-2024

ATTEST: Krishna Bernick

ATTEST: [Handwritten Signature]
Roxanne Acosta Hellberg
County Clerk



**LEGAL NOTICE
Advertisement for Invitation for Bids**

October 22, 2024

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid (IFB 24-064/MR) Popeye Holmes Park Concrete Walkway Renovation, pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326. 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: Popeye Holmes Park Concrete Walkway Renovation, pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326.
BID NUMBER: IFB 24-064/MR
+
DUE BY TIME/DATE: 11:00 AM CT, Wednesday, November 13, 2024
MAIL OR DELIVER TO: Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
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:
Beaumont Enterprise & Port Arthur News:
October 23, 2024 & October 30, 2024
The Examiner:
October 24, 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 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

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

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

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

	<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>

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

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

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

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

None	<p>The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.</p>	2 CFR 200.336
None	<p>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <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

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

BYRD ANTI-LOBBYING CERTIFICATION

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM

**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 13, 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, Tuesday, November 5, 2024 at 5:00 pm.

4. VENDOR REGISTRATION (System for Award Management).

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

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

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

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

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

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

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

Vendors must enter the required information on Form 1295, and print a copy of the completed form.

The form will include a certification of filing that will contain a unique certification number.

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

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

A sample of a completed FORM 1295 is included on **PAGE 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)						
			<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> </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 only if there is <u>NO</u> Interested Party. CHECK BELOW IF APPLICABLE									
6 UNSWORN DECLARATION VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION. My name is _____, and my date of birth is _____. My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country). I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____. (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									

BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

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

6. MULTIPLE VENDOR AWARD.

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

7. DELIVERY.

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

8. PAYMENT.

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

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

Invoices shall be submitted to:

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

9. USAGE REPORTS.

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

10. INSURANCE.

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

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

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

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

Minimum Insurance Requirements:

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

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation

Statutory Coverage (See Section 9 Below)

11. WORKERS' COMPENSATION INSURANCE

11.1 Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BIDDER INFORMATION FORM

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

Bid Number & Name: (IFB 24-064/MR) Popeye Holmes Park Concrete Walkway Renovation

Bidder's Company/Business Name: _____

Bidder's TAX ID Number: _____

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

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

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

Fax Number (with area code): _____

Email Address: _____

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

Address

City, State, Zip Code

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

SECTION 4: MINIMUM SPECIFICATIONS

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to 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 24-064/MR.

SCOPE OF WORK

It is the intent of the Contract Documents to provide the requirements and specification for the construction associated with Jefferson County Popeye Holmes Park Concrete Walkway Renovation which includes all labor, material and work required for removal and replacement of concrete walkway pavement as called out in the plans and specifications. The park is located on the grounds of the Jefferson County Sub-Courthouse located at 525 Lakeshore Drive, Port Arthur, Texas 77640.

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 ON THE PLANS AND SPECIFICATIONS. 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. Project plans begin on page 65 of these specifications.

GENERAL SUMMARY OF WORK:

The general summary of Concrete Walkway Renovation Project includes all labor, material and work to perform the following:

- Full depth saw cutting and removal of existing concrete walkway paving to the limits shown on the drawings
- Level, shape and fill ruts, in the area to be re-paved, with compacted structural fill
- Place 3,000 psi concrete walkway pavement including forming the detailed brick ledge, curing, all joint placement, joint cutting/grooving, sealing and concrete finishing
- Removal of formwork
- Install temporary brick pavers
- Backfill the formed edges of the new concrete walkway pavement with structural fill
- Provide and maintain orange safety fencing around the work zone until work is completed

GENERAL NOTES

1. 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. Contractor is responsible for all costs associated with permits and licenses.

2. 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 Michael Ward (409) 720-5513	Jefferson County Engineering Dept (409) 835-8584 Michelle Falgout	Jefferson County Precinct #3 (409) 983-8300 Superintendent Kenneth Shepard

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.

3. The approximate location of the known underground utility installations is shown on the plans. Contractor to 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.
4. The proposed construction activity may cross or closely parallel existing storm water pipes, sanitary sewer and water lines. Contractor shall exercise caution to avoid damage to existing water or sewer service lines and shall be responsible for their repair if damaged.
5. Allow County forces to enter this project to accomplish such work as shown in the plans (by others) and as may be deemed necessary by the Engineer.
6. Maintain for the duration of this project, those sections of existing and proposed walkways and appurtenances which are to be constructed, reconstructed, modified, or remain in place under this project. Any portion of the area walkways 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 handrails, steps, storm pipes, MH tops, water valve tops, signage, asphalt paving, etc.
7. Place all equipment in an area designated by the County. All damages caused by the Contractor to grassy or landscaped areas, pavement, parking areas or any other area outside of the work area shall be repaired at his/her expense. Protect all areas of the park which are not included in the actual limits of the proposed construction areas from destruction. Restore any damaged areas to original or better condition. No payment will be made for this work.
8. 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 or the Precinct. Millings, sand, or other approved materials may be used on adjacent roadway surfaces to absorb and therefore minimize tracking of the materials applied during the course of construction. Materials used for absorption shall be maintained for the duration of the project.

Upon completion of material applications, clean and dispose of absorption material in accordance with federal, state, and local regulations. This will not be paid for directly but shall be considered subsidiary to various bid items of the contract.

9. The Contractor shall restore all pavement sections or other structures that have been damaged by the Contractor to their original condition or better, in the opinion of the Engineer and the owner. This shall include any base section repairs that are necessary, in the opinion of the Engineer. There shall be no additional payment for damages to pavement or other structures.
10. Assume ownership for all excess or waste material, concrete, soils, or other debris and dispose of properly according to all State and Federal rules and regulations.
11. If overhead or underground power lines need to be de-energized/re-energized, contact the electrical service provider to perform this work. Costs associated with de-energizing/re-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.
12. Material on hand will not be paid for.
13. Verify material quantities and dimensions prior to ordering materials.
14. 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 necessary to layout the project. 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.
15. Any saw-cutting or other joint placement required for the project shall not be paid for directly but shall be considered subsidiary to various bid items.
16. The Contractor will notify the County 48 hours in advance of work. See Work Sequence/Scheduling on page 43 of these specifications for allowable working hours.
17. 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. To schedule a site visit, contact Kenneth Sheperd, Pt. Arthur Maintenance Superintendent, at 409-983-8300. If no response in 24 hours, contact Mistey Reeves, Assistant Purchasing Agent, at 409-835-8593.
18. Sedimentation and environmental controls -
 - a. This item will not be paid for directly but considered subsidiary to various bid items.
 - b. The following temporary erosion, sediment and water control measures shall be required.
 - i. Contractor will be responsible for removing dirt from the roads and parking lots daily to prevent tracking.
 - ii. All concrete truck washout will be disposed of at the plant or in an Engineered approved containment area. The Containment area will be removed and disposed of once concrete placement is complete and the area restored to pre-construction conditions.
 - iii. Contractor shall police the construction area at the end of each day and remove and containerize all

trash

- iv. Pumped stormwater shall be channeled through a rock berm, erosion control log or other method to help prevent excessive discharge of silt.
 - i. Sedimentation and environmental controls -

19. All Bid Items shall be installed according to the TXDOT Item indicated in the plans and specifications per the 2014 TXDOT Standard Specifications for the Construction and Maintenance of Highways , Streets and Bridges.

SPECIFICATIONS:

Bid Item 1 – Remove Existing Concrete Sidewalk - TXDOT Specification 104

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

Bid Item 2 – 4” Concrete Sidewalk (in-place) – TXDOT Specification 360

1. This bid item shall include all excavation, tree root removal, filling and compacting any ruts from tree root removal, filling and compacting of any soft spots. Fill ruts or soft spots with structural fill meeting the structural fill requirements shown on the plans. Payment for all excavation, tree root removal, filling or compacting associated with this item will be subsidiary to this item.
2. This bid item shall include all forming, joint placement, reinforcement, concrete placement, finishing and curing according to TXDOT Specification 360.
3. Sawing/Grooving of all joints shall begin as soon as sawing/grooving can be accomplished without damage to the pavement.
4. Class 5 self-leveling low modulus silicone sealant shall be used to seal expansion joints within repair areas on this project.
5. Saw cutting/grooving of all joints will not be paid for separately but shall be considered subsidiary to various bid items.
6. Light Broom Finish for final surface texture unless otherwise directed by the Engineer.
7. County shall be notified 48 hours prior to pouring concrete to inspect the subgrade and rebar installation. Bricks will not be allowed as chairs on this project. County shall be onsite for all pavement installation

Bid Item 3 – Structural Fill

1. Structural Fill meeting the requirements shown on the drawings shall be provided, installed and compacted to the density shown on the plans.
8. This bid item shall include the excavation, disposal of excavated materials, removal of tree roots necessary for the placement of the structural fill.
9. Payment for all excavation, tree root removal, filling or compacting and disposal of material associated with this item will be subsidiary to this item.

Bid Item 4 – Temporary Brick Pavers

1. Contractor shall provide and install Brick Pavers per the Attached Brick Specification for Pacific Clay Bricks (Bear Path:Dark Iron Spot) and shall install the bricks according to the Manufacturer Specifications, also attached.
2. The lineal feet of brick pavers shown on the bid form is measured along the outside edge of the brick ledge as shown on the drawings. Bricks are expected to be placed with the long side perpendicular to the edge of the concrete as dictated by the plan details
3. Contractor will consult with the County regarding the color and texture of the bricks prior to placing order.

Bid Item 5– Mobilization

1. Establish and remove offices 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.

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.

Contractor shall complete the work in 50 calendar days from the date of the notice to proceed.

Work may be performed between the hours of 7:00 am and 4:00 pm Monday through Thursday unless otherwise approved by Jefferson County.

SUBMITTALS:

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

- 1 Concrete Mix Design;
- 2 Source and spec sheet for the structural fill;
- 3 Schedule showing estimated work times and sequencing of project.

During construction the Contractor shall provide the County with

1. Concrete Tickets
2. Structural Fill Tickets
3. Brick Delivery Tickets verifying the type of brick specified in the plans.

1 YEAR WARRANTY

Contractor will provide an Affidavit of Warranty at the end of the project. A copy of the Warranty document is attached on page 44 of these specifications.

AFFIDAVIT OF WARRANTY

CONTRACTOR: _____

PROJECT: _____ Jefferson County 2024 Popeye Holmes Park Concrete Walkway Renovation

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): _____, _____, _____, _____.

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

For clarification of this offer, contact:

Company Name

Address

City State Zip

Signature of Person Authorized to Sign

Printed Name

Title

Name & Title

Phone Fax

E-mail

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

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Popeye Holmes Park Concrete Walkway Renovation.

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 24-064/MR, Popeye Holmes Park Concrete Walkway Renovation. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

COUNTERSIGNED:

Jeff R. Branick, County Judge
JEFFERSON COUNTY, TEXAS

Date

ATTEST:

Roxanne Acosta Hellberg, County Clerk
JEFFERSON COUNTY, TEXAS

Date

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

BIDDER: INSERT BID SECURITY BEHIND THIS PAGE.

BID FORM

Bid Item	TXDOT Item	Bid Item Description	Unit	Estimated Quantity	Unit Price	Extended Amount (Total for Line Item)
1	104	Remove Existing Concrete Sidewalk	SY	1687.0	\$	\$
2	360	4" Concrete Walkway (In Place)	SY	1687.0	\$	\$
3	132	Structural Fill (4" in Place)	SY	1687.00	\$	\$
4	Paver Specifications	Brick Pavers (In Place)	LF	255.0	\$	\$
5	500	Mobilization (Max 3%)	LS	1.0	\$	\$
					TOTAL BID AMOUNT	\$

BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):

Addendum 1 _____ Date Received _____

Addendum 2 _____ Date Received _____

Addendum 3 _____ Date Received _____

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

REQUIRED FORM

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

VENDOR REFERENCES FORM

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

REQUIRED FORM

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

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

SIGNATURE PAGE

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

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

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

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

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

Bidder (Entity Name)

Signature

Street & Mailing Address

Print Name

City, State & Zip

Date Signed

Telephone Number

Fax Number

E-mail Address

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

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

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

Signature of Contractor's Authorized Official

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

Date

REQUIRED FORM

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

CONFLICT OF INTEREST QUESTIONNAIRE

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

Adopted 8/7/2015

REQUIRED FORM

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

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

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

Adopted 8/7/2015

**THIS FORM IS FOR
OFFICE USE ONLY**

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

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

Yes No

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

Did the Prime Contractor/Consultant . . . ?

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

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

Printed Name of Authorized Representative

Signature

Title

Date

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

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

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

Yes No

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

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

Contractor Name: _____ HUB: Yes No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

 Printed Name of Contractor Representative Signature of Representative Date

 Printed Name of HUB Signature of Representative Date

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

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 2 OF 4

HUB Subcontractor Disclosure

PART I: Continuation Sheet (Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

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

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

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): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

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

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

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

RESIDENCE CERTIFICATION/TAX FORM

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

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

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

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

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

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

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

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

HOUSE BILL 89 VERIFICATION

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

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

Pursuant to Section 2270.002, Texas Government Code:

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

Signature of Company Representative

Date

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

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

Notary Seal

Notary Signature

Date

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

SENATE BILL 252 CERTIFICATION

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

Company Name

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

Purchasing Representative

Date

THIS FORM IS FOR OFFICE USE ONLY

BID AFFIDAVIT

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

STATE OF _____ COUNTY OF _____

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

on this day personally appeared _____, who
(name)

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

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

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

Name and address of Bidder: _____

Fax: _____ Telephone# _____

by: _____ Title: _____
(print name)

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named

_____ on

this the _____ day of _____, 20__.

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

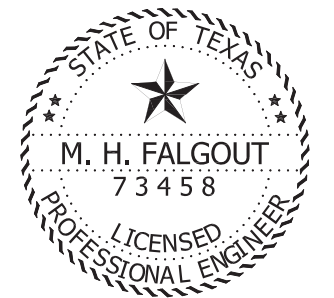
Notary Public in and for
the State of _____

JEFFERSON COUNTY ENGINEERING DEPARTMENT

PLANS OF PROPOSED CONCRETE WALKWAY RENOVATION JEFFERSON COUNTY SUB-COURTHOUSE 525 LAKESHORE DRIVE, PORT ARTHUR, TX 77642

SHEET INDEX

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2 - 4	GENERAL NOTES AND SPECIFICATIONS
5	QUANTITY SUMMARY
6	EXISTING PLAN
7	PROPOSED PLAN
8	DETAILS



Michelle Falgout P.E.
M.H.FALGOUT

REGISTERED PROFESSIONAL ENGINEER NO. 73458

DATE: 10-16-2024



JEFFERSON COUNTY

**POPEYE HOLMES PARK
CONCRETE WALKWAY
RENOVATION**

JEFFERSON COUNTY PRECINCT NO.3

SHEET 1 OF 1

DESIGN	J.D.	TITLE SHEET	SHEET NO.
CHECKED	M.F.		1

**DIVISION I
SCOPE OF WORK, GENERAL NOTES AND SPECIFICATIONS
JEFFERSON COUNTY**

**POPEYE HOLMES PARK
CONCRETE WALKWAY RENOVATION**

(409) 839-7030
Randall Jennings

Beaumont, Texas 77701
(409) 785-2136
Brian Cross

Beaumont, Texas 77707
(409) 860-7113
Tara Hunter

Spectrum
602 N. Hwy 69
Nederland, Texas 77627
Michael Ward
(409) 720-5513

Jefferson County
Engineering Dept
(409) 835-8584
Michelle Falgout

Jefferson County
Precinct #3
Maintenance
Superintendent
Kenneth Shepard

SCOPE OF WORK

It is the intent of the Contract Documents to provide the requirements and specification for the construction associated with Jefferson County Popeye Holmes Park Concrete Walkway Renovation which generally includes but is not limited to: removal and replacement of concrete walkway pavement as called out in the plans and specifications. The park is located on the grounds of the Jefferson County Sub-Courthouse in Port Arthur, Texas.

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 ON THE PLANS AND SPECIFICATIONS. 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.

GENERAL SUMMARY OF WORK:

The general summary of Concrete Walkway Renovation Project includes, but is not limited to the following:

- Full depth saw cutting and removal of existing concrete walkway paving to the limits shown on the drawings
- Level, shape and fill ruts, in the area to be re-paved, with compacted structural fill
- Place 3,000 psi concrete walkway pavement including forming the detailed brick ledge, curing, all joint placement, joint cutting/grooving, sealing and concrete finishing
- Removal of formwork
- Install temporary brick pavers
- Backfill the formed edges of the new concrete walkway pavement with structural fill
- Provide and maintain orange safety fencing around the work zone until work is completed

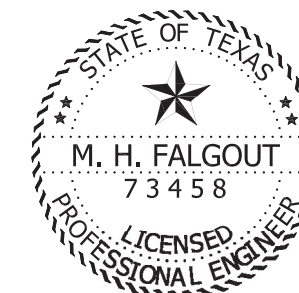
GENERAL NOTES

1. 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.
2. 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	North 11 th Street	6090 College Street

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.

3. The approximate location of the known underground utility installations is shown on the plans. Contractor to 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.
4. The proposed construction activity may cross or closely parallel existing storm water pipes, sanitary sewer and water lines. Contractor shall exercise caution to avoid damage to existing water or sewer service lines and shall be responsible for their repair if damaged.
5. Allow County forces to enter this project to accomplish such work as shown in the plans (by others) and as may be deemed necessary by the Engineer.
6. Maintain for the duration of this project, those sections of existing and proposed walkways and appurtenances which are to be constructed, reconstructed, modified, or remain in place under this project. Any portion of the area walkways 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 handrails, steps, storm pipes, MH tops, water valve tops, signage, asphalt paving, etc.
7. Place all equipment in an area designated by the County. All damages caused by the Contractor to grassy or landscaped areas, pavement, parking areas or any other area outside of the work area shall be repaired at his/her expense. Protect all areas of the park which are not included in the actual limits of the proposed construction areas from destruction. Restore any damaged areas to original or better condition. No payment will be made for this work.
8. 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 or the Precinct. Millings, sand, or other approved materials may be used on adjacent roadway surfaces to absorb and therefore minimize tracking of the materials applied during the course of construction. Materials used for absorption shall be maintained for the duration of the project. Upon completion of material applications, clean and dispose of absorption material in accordance with federal, state, and local regulations. This will not be paid for directly but shall be considered subsidiary to various bid items of the contract.
9. The Contractor shall restore all pavement sections or other structures that have been damaged by the Contractor to their original condition or better, in the opinion of the Engineer and the owner.



Michelle Falgout P.E.
M.H.FALGOUT
REGISTERED PROFESSIONAL ENGINEER NO. 73458
DATE: 10-16-2024



**POPEYE HOLMES PARK
CONCRETE WALKWAY
RENOVATION**
JEFFERSON COUNTY PRECINCT NO.3

SHEET 1 OF 3

DESIGN	J.D.	GENERAL NOTES AND SPECIFICATIONS	SHEET NO. 2
CHECKED	M.F.		

This shall include any base section repairs that are necessary, in the opinion of the Engineer. There shall be no additional payment for damages to pavement or other structures.

10. Assume ownership for all excess or waste material, concrete, soils, or other debris and dispose of properly according to all State and Federal rules and regulations.
11. If overhead or underground power lines need to be de-energized/re-energized, contact the electrical service provider to perform this work. Costs associated with de-energizing/re-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.
12. Material on hand will not be paid for.
13. Verify material quantities and dimensions prior to ordering materials.
14. 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 necessary to layout the project. 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.
15. Any saw-cutting or other joint placement required for the project shall not be paid for directly but shall be considered subsidiary to various bid items.
16. The Contractor will notify the County 48 hours in advance of work.
17. 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.
18. Sedimentation and environmental controls -
 - a. This item will not be paid for directly but considered subsidiary to various bid items.
 - b. The following temporary erosion, sediment and water control measures shall be required.
 - i. Contractor will be responsible for removing dirt from the roads and parking lots daily to prevent tracking.
 - ii. All concrete truck washout will be disposed of at the plant or in an Engineered approved containment area. The Containment area will be removed and disposed of once concrete placement is complete and the area restored to pre-construction conditions.
 - iii. Contractor shall police the construction area at the end of each day and remove and containerize all trash
 - iv. Pumped stormwater shall be channeled through a rock berm, erosion control log or other method to help prevent excessive discharge of silt.
 - i. Sedimentation and environmental controls -
19. All Bid Items shall be installed according to the TXDOT Item indicated in the plans and specifications per the 2014 TXDOT Standard Specifications for the Construction and Maintenance of Highways , Streets and Bridges.

SPECIFICATIONS:

Bid Item 1 – Remove Existing Concrete Sidewalk - TXDOT Specification 104

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

Bid Item 2 – 4” Concrete Sidewalk (in-place) – TXDOT Specification 360

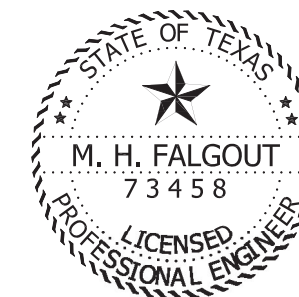
1. This bid item shall include all excavation, tree root removal, filling and compacting any ruts from tree root removal, filling and compacting of any soft spots. Fill ruts or soft spots with structural fill meeting the structural fill requirements shown on the plans. Payment for all excavation, tree root removal, filling or compacting associated with this item will be subsidiary to this item.
2. This bid item shall include all forming, joint placement, reinforcement, concrete placement, finishing and curing according to TXDOT Specification 360.
3. Sawing/Grooving of all joints shall begin as soon as sawing/grooving can be accomplished without damage to the pavement.
4. Class 5 self-leveling low modulus silicone sealant shall be used to seal expansion joints within repair areas on this project.
5. Saw cutting/grooving of all joints will not be paid for separately but shall be considered subsidiary to various bid items.
6. Light Broom Finish for final surface texture unless otherwise directed by the Engineer.
7. County shall be notified 48 hours prior to pouring concrete to inspect the subgrade and rebar installation. Bricks will not be allowed as chairs on this project. County shall be onsite for all pavement installation

Bid Item 3 – Structural Fill

1. Structural Fill meeting the requirements shown on the drawings shall be provided, installed and compacted to the density shown on the plans.
8. This bid item shall include the excavation, disposal of excavated materials, removal of tree roots necessary for the placement of the structural fill.
9. Payment for all excavation, tree root removal, filling or compacting and disposal of material associated with this item will be subsidiary to this item.

Bid Item 4 – Temporary Brick Pavers

1. Contractor shall provide and install Brick Pavers per the Attached Brick Specification for Pacific Clay Bricks (Bear Path:Dark Iron Spot) and shall install the bricks according to the Manufacturer Specifications, also attached.



Michelle Falgout P.E.
M.H.FALGOUT
 REGISTERED PROFESSIONAL ENGINEER NO. 73458
 DATE: 10-16-2024



POPEYE HOLMES PARK
CONCRETE WALKWAY
RENOVATION
 JEFFERSON COUNTY PRECINCT NO.3

SHEET 2 OF 3

DESIGN	J.D.	GENERAL NOTES AND SPECIFICATIONS	SHEET NO. 3
CHECKED	M.F.		

2. The lineal feet of brick pavers shown on the bid form is measured along the outside edge of the brick ledge as shown on the drawings. Bricks are expected to be placed with the long side perpendicular to the edge of the concrete as dictated by the plan details
3. Contractor will consult with the County regarding the color and texture of the bricks prior to placing order.

Bid Item 5– Mobilization

1. Establish and remove offices 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.

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.

Contractor shall complete the work in 50 calendar days from the date of the notice to proceed.

Work may be performed between the hours of 7:00 am and 4:00 pm Monday through Thursday unless otherwise approved by Jefferson County.

SUBMITTALS:

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

- 1 Concrete Mix Design;
- 2 Source and spec sheet for the structural fill;
- 3 Schedule showing estimated work times and sequencing of project.

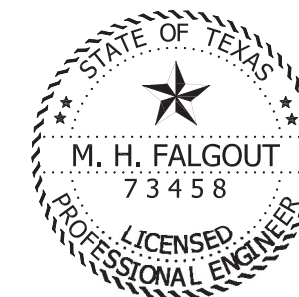
During construction the Contractor shall provide the County with

1. Concrete Tickets
2. Structural Fill Tickets
3. Brick Delivery Tickets verifying the type of brick specified in the plans.

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.

END OF DIVISION I SCOPE OF WORK AND GENERAL NOTES AND SPECIFICATIONS



Michelle Falgout P.E.
M.H.FALGOUT
 REGISTERED PROFESSIONAL ENGINEER NO. 73458
 DATE: 10-16-2024



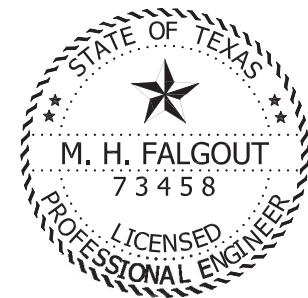
**POPEYE HOLMES PARK
 CONCRETE WALKWAY
 RENOVATION**
 JEFFERSON COUNTY PRECINCT NO.3

SHEET 3 OF 3

DESIGN	J.D.	GENERAL NOTES AND SPECIFICATIONS	SHEET NO.
CHECKED	M.F.		4

**Jefferson County
2024 Popeye Holmes Park Concrete Walkway Renovation Project
Summary of Bid Quantities**

Bid Item	Applicable Specification	BID ITEM DESCRIPTION	Unit	Quantity
1	TXDOT ITEM 104	REMOVE EXISTING CONCRETE SIDEWALK	SY	1687.0
2	TXDOT ITEM 360	4" CONCRETE WALKWAY (IN PLACE)	SY	1687.0
3	TXDOT ITEM 132	STRUCTURAL FILL (4" IN PLACE)	SY	1687.0
4	PAVER SPECIFICATIONS	BRICK PAVERS (IN PLACE)	LF	255.0
5	TXDOT ITEM 500	MOBILIZATION (MAX 3%)	LS	1.0



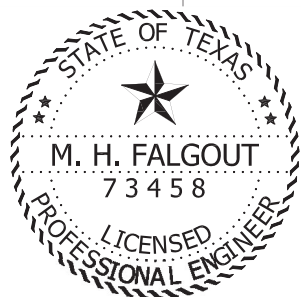
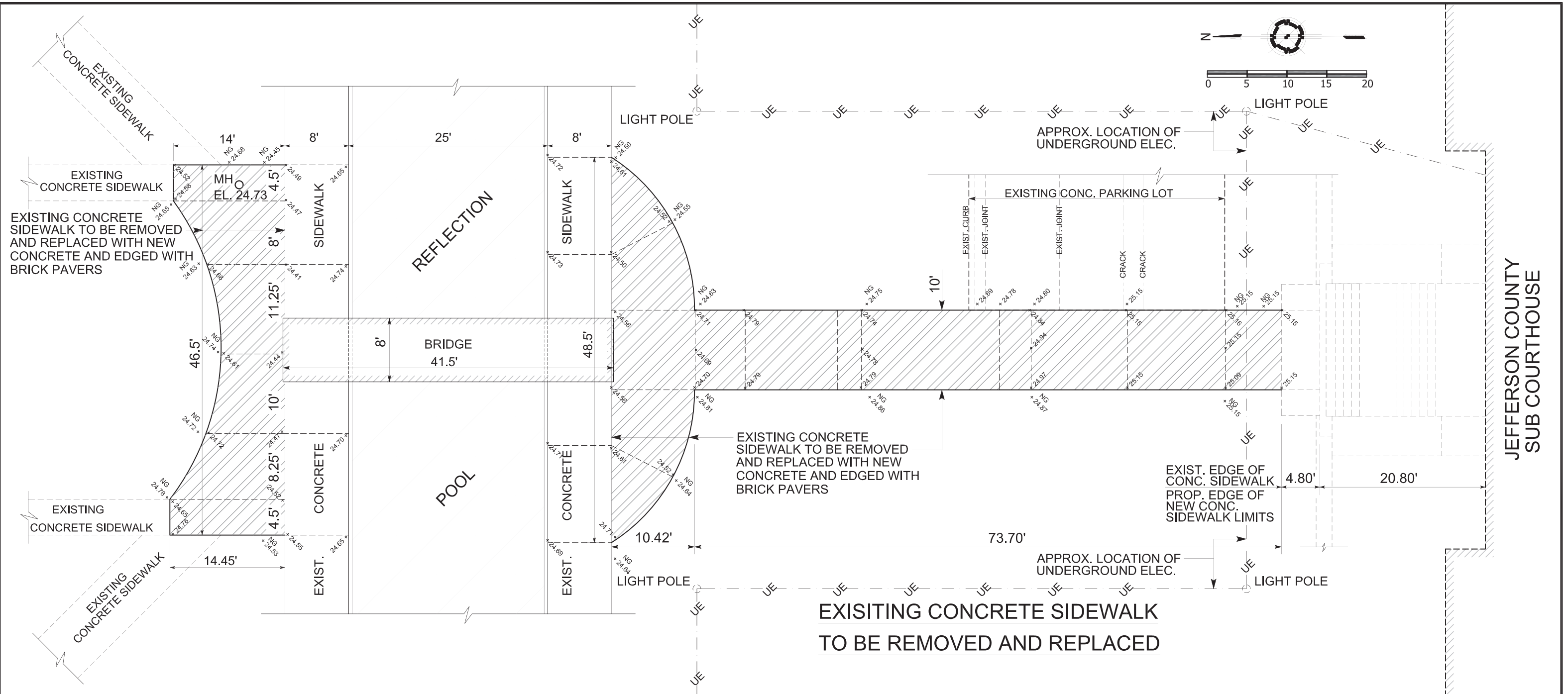
Michelle Falgout P.E.
M.H.FALGOUT
 REGISTERED PROFESSIONAL ENGINEER NO. 73458
 DATE: 10-16-2024



**POPEYE HOLMES PARK
CONCRETE WALKWAY
RENOVATION**
 JEFFERSON COUNTY PRECINCT NO.3

SHEET 1 OF 1

DESIGN	J.D.	QUANTITY SUMMARY	SHEET NO.
CHECKED	M.F.		5



Michelle Falgout P.E.
M.H.FALGOUT
 REGISTERED PROFESSIONAL ENGINEER NO. 73458
 DATE: 10-16-2024

**EXISTING CONCRETE SIDEWALK
 TO BE REMOVED AND REPLACED**

- NOTES:**
- 1) CONTRACTOR TO FULL DEPTH SAW CUT ALL EDGES AGAINST EXISTING CONCRETE WHERE EXISTING CONCRETE WILL BE REMOVED.
 - 2) ANY DAMAGE TO THE EXISTING CONCRETE PAVING OR ANY OTHER STRUCTURES WILL BE REPAIRED TO EXISTING OR BETTER CONDITION AT NO EXPENSE TO THE COUNTY.

JEFFERSON COUNTY TEXAS

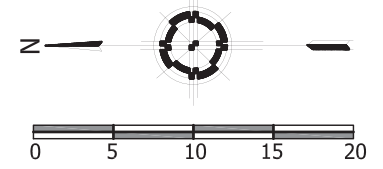
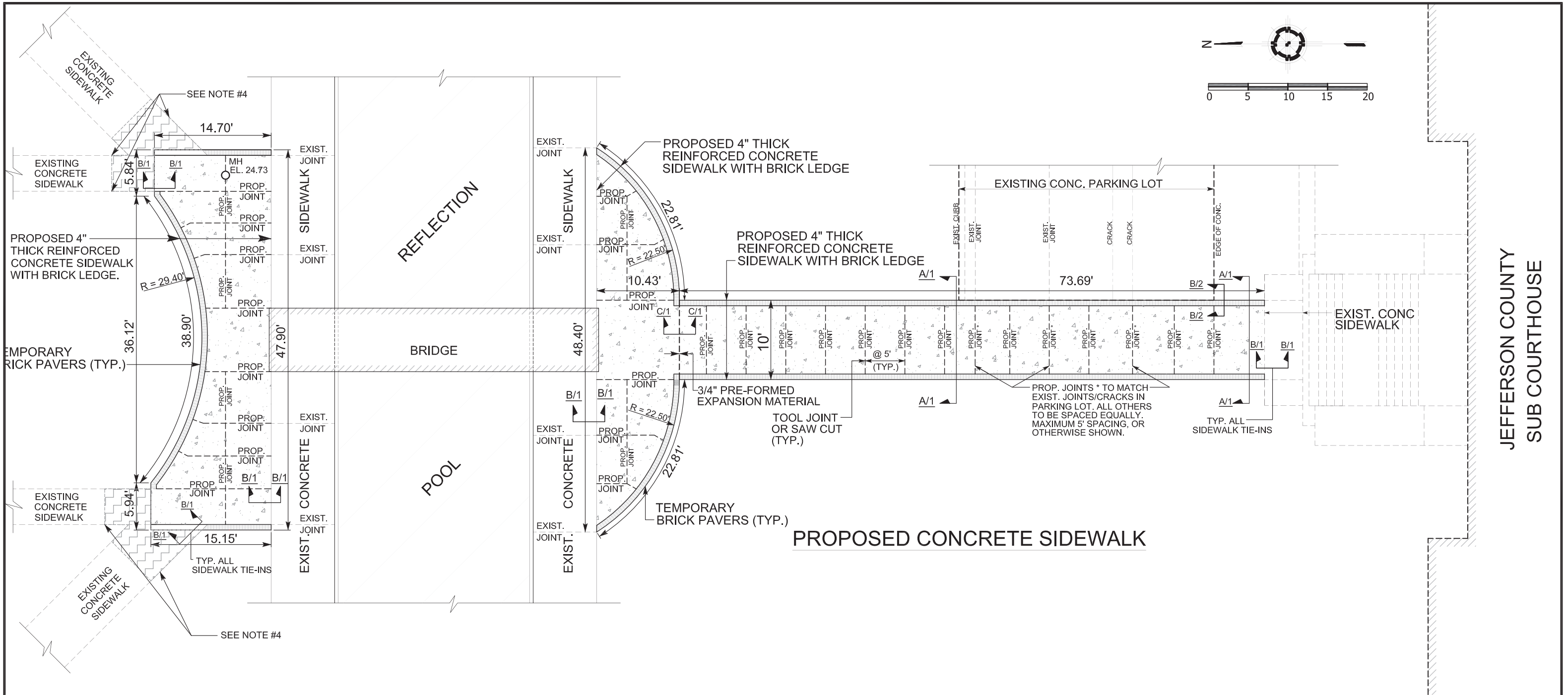
JEFFERSON COUNTY

**POPEYE HOLMES PARK
 CONCRETE WALKWAY
 RENOVATION**

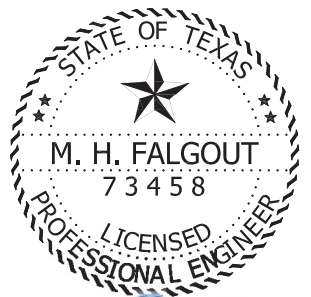
JEFFERSON COUNTY PRECINCT NO.3

SHEET 1 OF 1

DESIGN	J.D.	EXISITING PLAN	SHEET NO. 6
CHECKED	M.F.		



JEFFERSON COUNTY
SUB COURTHOUSE



Michelle Falgout
M.H.FALGOUT P.E.

REGISTERED PROFESSIONAL ENGINEER NO. 73458
DATE: 10-16-2024

- NOTES:**
- 1) CONTRACTOR TO MATCH EXISTING SIDEWALK AND PARKING LOT GRADES WHEN TYING TO EXISTING SIDEWALK AND PARKING LOT.
 - 2) INSTALL TEMPORARY BRICK PAVERS PER MANUFACTURERS RECOMMENDATIONS.
 - 3) LIGHT BROOM FINISH FOR FINAL SURFACE TEXTURE.
 - 4) SIDEWALK PANELS TO BE LIFTED BY OTHERS PRIOR TO THIS WORK.
 - 5) JOINT LAYOUT TO BE VERIFIED WITH ENGINEER.

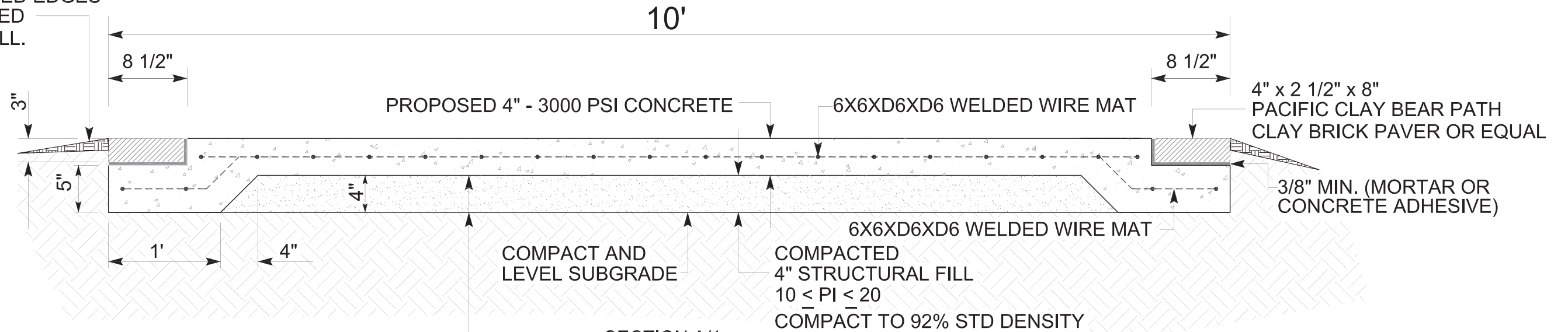


**POPEYE HOLMES PARK
CONCRETE WALKWAY
RENOVATION**
JEFFERSON COUNTY PRECINCT NO.3

SHEET 1 OF 1

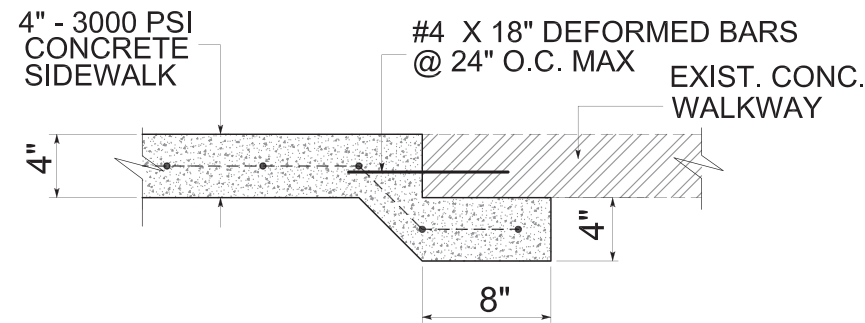
DESIGN	J.D.	PROPOSED PLAN	SHEET NO. 7
CHECKED	M.F.		

BACKFILL FORMED EDGES WITH COMPACTED STRUCTURAL FILL.

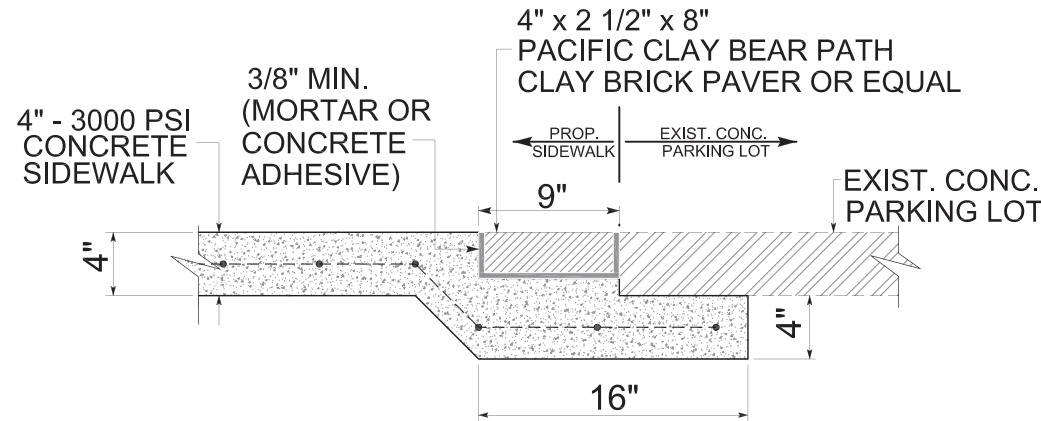


SEE NOTE *1 FOR AREA PREPARATION

SECTION A/1
NTS

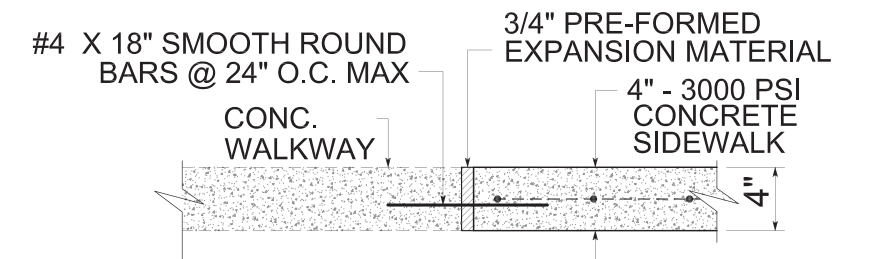


SECTION B/1
NTS



SECTION B/2
NTS

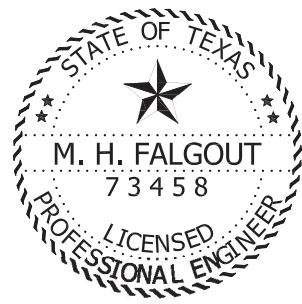
*NOTE: SECTION ALONG EXISTING CONCRETE PARKING LOT.



SECTION C/1
NTS

NOTES: AREA PREPARATION

- 1) CUT AND REMOVE OR GRIND DOWN ROOTS TO THE LIMITS SHOWN FOR STRUCTURAL FILL AND AND CONCRETE REPLACEMENT.
- 2) ROOTS SHALL NOT BE RIPPED OR TORN.



Michelle Falgout P.E.
M.H.FALGOUT
REGISTERED PROFESSIONAL ENGINEER NO. 73458
DATE: 10-16-2024

NOTES:

- 1) AFTER REMOVAL OF THE EXISTING CONCRETE SIDEWALK, CONTRACTOR TO LEVEL AND COMPACT THE AREA TO NATURAL DENSITY (87%). USE STRUCTURAL FILL TO LEVEL, SHAPE AND FILL RUTS.
- 2) LIGHT BROOM FINISH FOR FINAL SURFACE TEXTURE.



POPEYE HOLMES PARK
CONCRETE WALKWAY
RENOVATION
JEFFERSON COUNTY PRECINCT NO.3

SHEET 1 OF 1

DESIGN	J.D.	DETAILS	SHEET NO. 8
CHECKED	M.F.		

Addendum to IFB

IFB NUMBER: IFB 24-064/MR

IFB TITLE: Popeye Holmes Park Concrete Walkway Renovation

IFB DUE BY: **11:00 am CT, Wednesday, November 13, 2024**

ADDENDUM NO.: 1

ISSUED (DATE): October 24, 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: A Pre-Bid Conference and Walk Through has been scheduled for 2:00 pm CT, Wednesday, October 30, 2024 at Justice of the Peace 8 Courtroom located at 525 Lakeshore Drive, Pt. Arthur, Texas 77640.

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

Approved by _____ Date: _____

Authorized Signature (Respondent)

Title of Person Signing Above

Typed Name of Business or Individual

Address

Addendum to IFB

IFB NUMBER: IFB 24-064/MR

IFB TITLE: Popeye Holmes Park Concrete Walkway Renovation

IFB DUE BY: 11:00 am CT, Wednesday, November 13, 2024

ADDENDUM NO.: 2

ISSUED (DATE): November 7, 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. Revised Bid Form**
- 2. Revised Project Plans Sheets 5-7**
- 3. Paver 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

Approved by _____ Date: _____

Authorized Signature (Respondent)

Title of Person Signing Above

Typed Name of Business or Individual

Address

1. Revised Bid Form is on page 3 of this addendum. The unit of measure and quantity of line items 1, 2 & 3 have been revised.
2. Revised Project Plans for sheet 5 (Quantity Summary), sheet 6 (Existing Plan) and sheet 7 (Proposed Plans) have been updated. These revised sheets are on pages 4-6 of this addendum,
3. The specifications for the pavers referenced are on page 7 of this addendum.

BID FORM

Bid Item	TXDOT Item	Bid Item Description	Unit	Estimated Quantity	Unit Price	Extended Amount (Total for Line Item)
1	104	Remove Existing Concrete Sidewalk	SY SF	4687.0 1,910.0	\$	\$
2	360	4" Concrete Walkway (In Place)	SY SF	4687.0 1,910.0	\$	\$
3	132	Structural Fill (4" in Place)	SY SF	4687.0 1,910.0	\$	\$
4	Paver Specifications	Brick Pavers (In Place)	LF	255.0	\$	\$
5	500	Mobilization (Max 3%)	LS	1.0	\$	\$
					TOTAL BID AMOUNT	\$

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.

**Jefferson County
2024 Popeye Holmes Park Concrete Walkway Renovation Project
Summary of Bid Quantities**

Bid Item	Applicable Specification	BID ITEM DESCRIPTION	Unit	Quantity
1	TXDOT ITEM 104	REMOVE EXISTING CONCRETE SIDEWALK	SY	1687.0
2	TXDOT ITEM 360	4" CONCRETE WALKWAY (IN PLACE)	SY	1687.0
3	TXDOT ITEM132	STRUCTURAL FILL (4" IN PLACE)	SY	1687.0
4	PAVER SPECIFICATIONS	BRICK PAVERS (IN PLACE)	LF	255.0
5	TXDOT ITEM 500	MOBILIZATION (MAX 3%)	LS	1.0



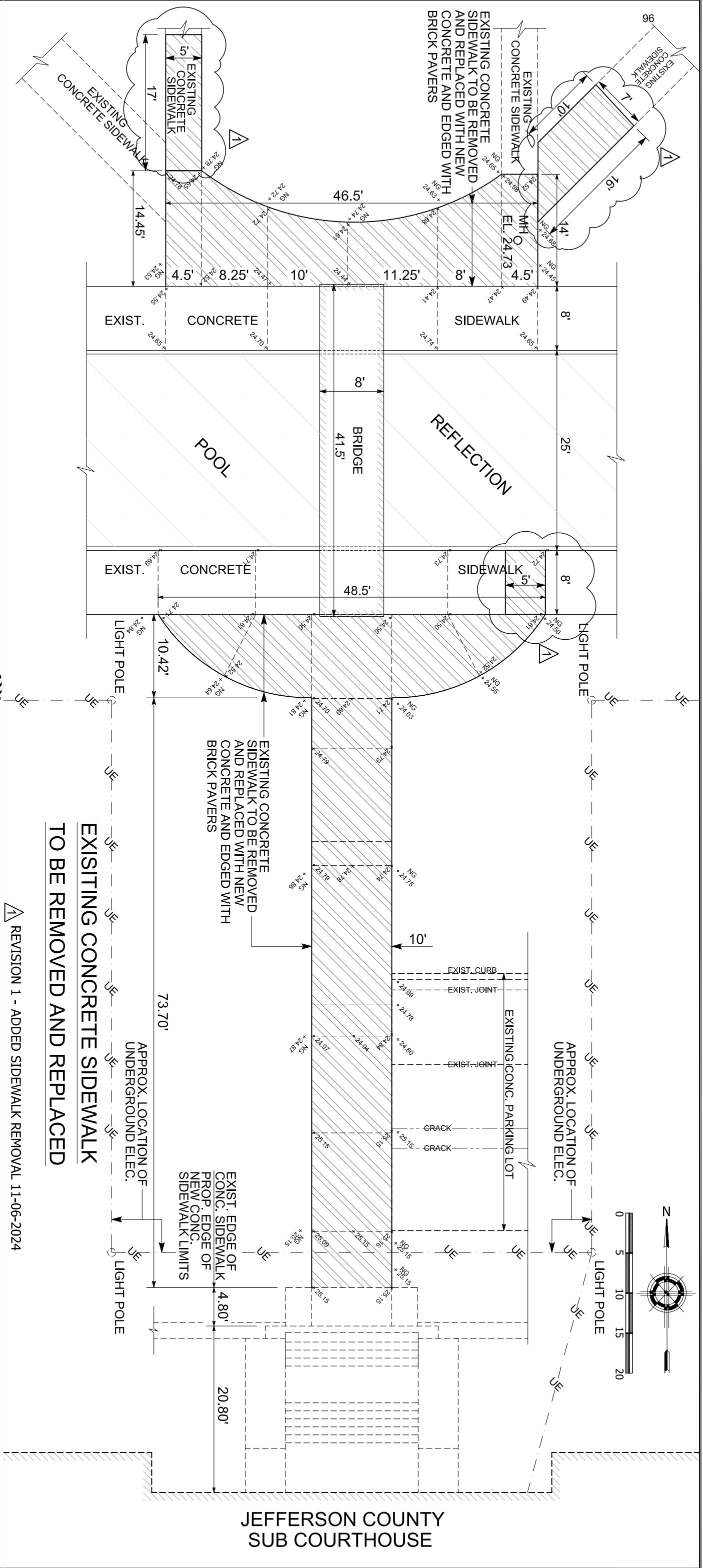
Michael Falgout
M.H.FALGOUT P.E.
 REGISTERED PROFESSIONAL ENGINEER NO. 73458
 DATE: 10-16-2024



JEFFERSON COUNTY

**POPEYE HOLMES PARK
CONCRETE WALKWAY
RENOVATION**
 JEFFERSON COUNTY PRECINCT NO.3

DESIGN	J.D.	SHEET
CHECKED	M.F.	NO.
SHEET 1 OF 1		5
QUANTITY SUMMARY		



**EXISTING CONCRETE SIDEWALK
TO BE REMOVED AND REPLACED**

REVISION 1 - ADDED SIDEWALK REMOVAL 11-06-2024



M. H. Falgout
M. H. FALGOUT
 REGISTERED PROFESSIONAL ENGINEER NO. 73458
 P.E.

DATE

- NOTES:**
- 1) CONTRACTOR TO FULL DEPTH SAW CUT ALL EDGES AGAINST EXISTING CONCRETE WHERE EXISTING CONCRETE WILL BE REMOVED.
 - 2) ANY DAMAGE TO THE EXISTING CONCRETE PAVING OR ANY OTHER STRUCTURES WILL BE REPAIRED TO EXISTING OR BETTER CONDITION AT NO EXPENSE TO THE COUNTY.

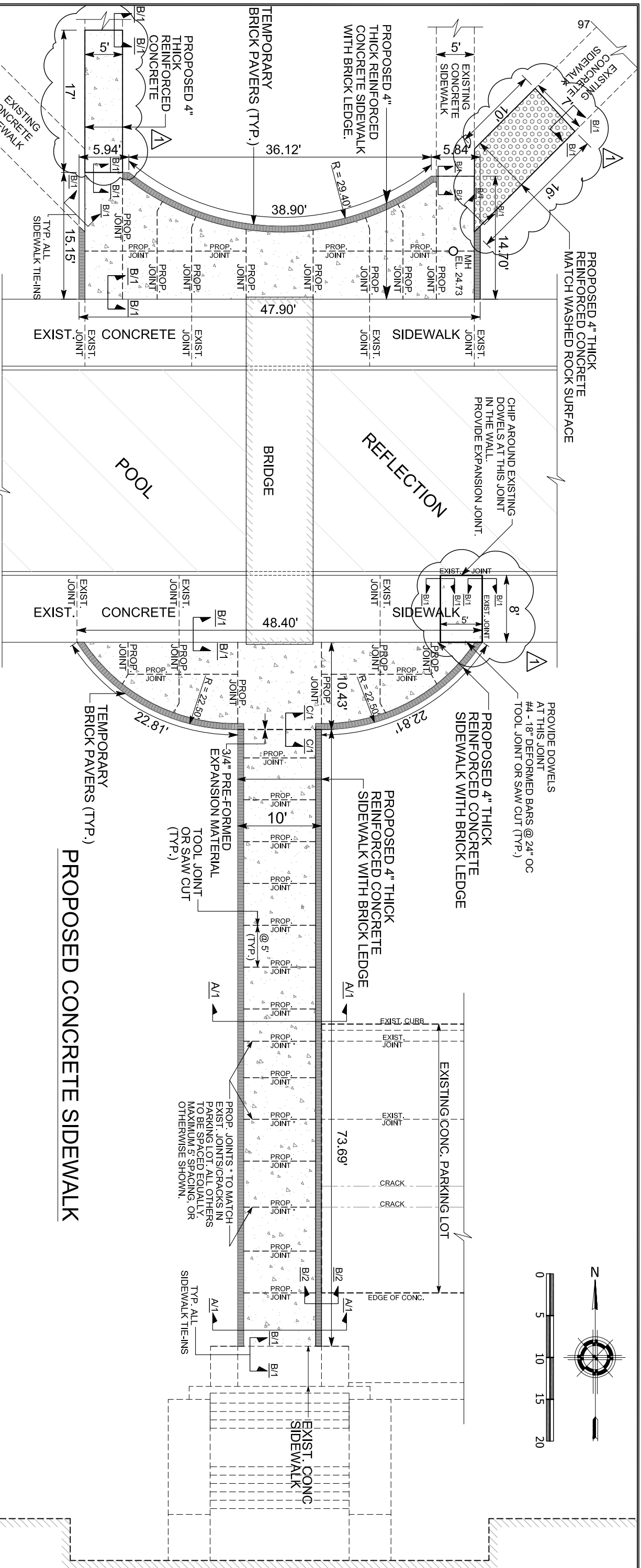


JEFFERSON COUNTY

**POPEYE HOLMES PARK
CONCRETE WALKWAY
RENOVATION**
 JEFFERSON COUNTY PRECINCT NO. 3

DESIGN	J.D.	SHEET NO.
CHECKED	M.F.	6
EXISTING PLAN		SHEET 1 OF 1

**JEFFERSON COUNTY
SUB COURTHOUSE**



PROVIDE DOWELS AT THIS JOINT #4 - 18" DEFORMED BARS @ 24" OC TOOL JOINT OR SAW CUT (TYP.)

PROPOSED 4" THICK REINFORCED CONCRETE SIDEWALK WITH BRICK LEDGE

PROPOSED 4" THICK REINFORCED CONCRETE SIDEWALK WITH BRICK LEDGE

3/4" PREFORMED EXPANSION MATERIAL TOOL JOINT OR SAW CUT (TYP.)

PROPOSED CONCRETE SIDEWALK

REVISION 1 - ADDED SIDEWALK AND MODIFIED NOTES 11-06-2024



M.H.FALGOUT
REGISTERED PROFESSIONAL ENGINEER NO. 73458
P.E.

DATE

- NOTES:**
- 1) CONTRACTOR TO MATCH EXISTING SIDEWALK AND PARKING LOT GRADES WHEN TYING TO EXISTING SIDEWALK AND PARKING LOT.
 - 2) INSTALL TEMPORARY BRICK PAVERS PER MANUFACTURERS RECOMMENDATIONS.
 - 3) LIGHT BROOM FINISH FOR FINAL SURFACE TEXTURE. UNLESS OTHERWISE NOTED.
 - 4) DELETED
 - 5) JOINT LAYOUT TO BE VERIFIED WITH ENGINEER.



JEFFERSON COUNTY

**POPEYE HOLMES PARK
CONCRETE WALKWAY
RENOVATION**

JEFFERSON COUNTY PRECINCT NO.3

DESIGN	J.D.	PROPOSED PLAN	SHEET NO. 7
CHECKED	M.F.		
SHEET 1 OF 1			

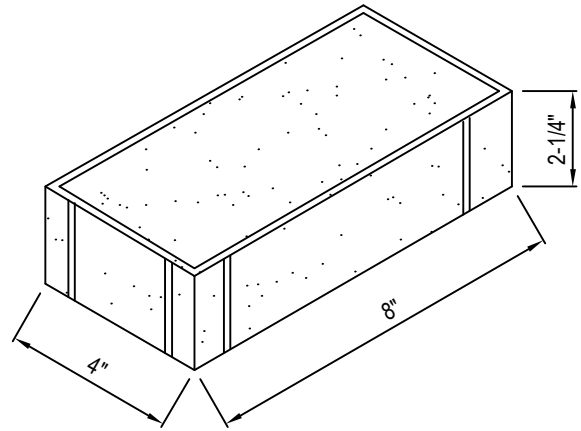
**JEFFERSON COUNTY
SUB COURTHOUSE**



PACIFIC CLAY
 14741 LAKE STREET
 LAKE ELSINORE, CA 92530
 PHONE: (951) 674-2131
 FAX: (951) 674-6383
 www.pacificclay.com

SELECT DESIRED COLOR:

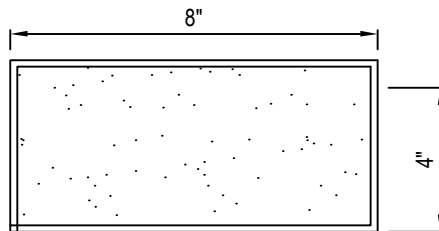
- SUNSET RED MEDIUM IRONSPOT
- RED FLASHED DARK IRONSPOT
- BROWN FLASHED AZTEC
- BURGUNDY SANDSTONE
- PUEBLO MFG USED
- STERLING GREY MFG WHITE ONLY
- LIGHT IRONSPOT OTHER _____



ISOMETRIC VIEW

SELECT DESIRED TEXTURE:

- WIRE CUT
- TUMBLED



PLAN VIEW

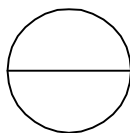


ELEVATION VIEW

BRICK UNIT NOMENCLATURE	DIMENSIONS (W x H x L)	SERIES	TEXTURE	COVERAGE	STOCK AVAILABILITY	WEIGHT
BEAR PATH PAVER	4" x 2-1/4" x 8" (WITH CHAMFERED EDGES & SPACER LUGS)	ELITE	WIRE CUT (OPTIONAL TUMBLED)	4.5 PER SQ. FT (SAND SET NO GROUT JOINT)	NORMALLY STOCKED IN SELECT COLORS	5.9 LBS

NOTES:

1. PACIFIC CLAY'S COLORS ARE PRODUCED FROM NATURAL CLAYS - COLOR RANGES ARE INHERENT IN THE PRODUCT AND SHOULD BE SAMPLED ACCORDINGLY
2. INDIVIDUAL BRICKS MAY VARY IN DIMENSION AND WEIGHT WHILE MAINTAINING ACCORDANCE WITH ASTM SPECIFICATIONS.
3. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
4. ALL DIMENSIONS ARE CONSIDERED TRUE AND REFLECT MANUFACTURER'S SPECIFICATIONS.
5. DO NOT SCALE DRAWING.
6. CONTRACTOR'S NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADdetails.com/info REFERENCE NUMBER 3182-023.



PACIFIC CLAY

BEAR PATH: DARK IRON SPOT



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 22, 2024

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid (IFB 24-064/MR) Popeye Holmes Park Concrete Walkway Renovation, pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326. 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: Popeye Holmes Park Concrete Walkway Renovation, pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326.
BID NUMBER: IFB 24-064/MR
DUE BY TIME/DATE: 11:00 AM CT, Wednesday, November 13, 2024
MAIL OR DELIVER TO: Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
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:
Beaumont Enterprise & Port Arthur News:
October 23, 2024 & October 30, 2024
The Examiner:
October 24, 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 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.

Triangle Civil Services does not have any certifications.

**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 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 (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>

	<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.</p>	
>\$100,000	<p>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.</p>	2 CFR 200 APPENDIX II (E)
None	<p>Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under <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.</p>	2 CFR 200 APPENDIX II (F)
>\$150,000	<p>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).</p>	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 Triangle Civil Services 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

Terrod Fussell Chief Operating Officer
 Name and Title of Contractor's Authorized Official

11/12/24

 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 Triangle Civil Services 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

Jerrod Fussell Chief Operating Officer
Name and Title of Contractor's Authorized Official

11/12/24
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

Terrod Fussell Chief Operating Officer
 Name and Title of Contractor's Authorized Official

11/12/24

 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 addenda, if applicable)~~, **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 13, 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, Tuesday, November 5, 2024 at 5:00 pm.

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

TRIANGLE CONCRETE SERVICES INC

Unique Entity ID: MK1ATL2JVB75

CAGE/NCAGE: 8FFW6

Entity Status: Active Registration

Doing Business As:

Physical Address:

1350 S MAJOR DR

BEAUMONT , TX

77707-2942 USA

Expiration Date:

May 13, 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		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

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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.

Triangle Concrete Services, Inc. d.b.a. Triangle Civil Services
Beaumont, TX United States

Certificate Number:
2024-1236586

Date Filed:
11/08/2024

Date Acknowledged:

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.

IFB 24-064/MR
Popeye Holmes Park Concrete Walkway Renovation, pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326.

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.

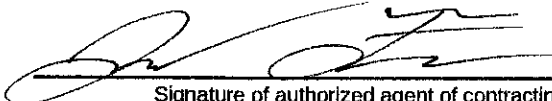
6 UNSWORN DECLARATION

My name is Jerrad Fussell, and my date of birth is 4/17/1993.

My address is 1350 South Major Drive, 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 8th day of 11, 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.

BIDDER INFORMATION FORM

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

Bid Number & Name: (IFB 24-064/MR) Popeye Holmes Park Concrete Walkway Renovation

Bidder's Company/Business Name: Triangle Concrete Services, Inc. dba Triangle Civil Services

Bidder's TAX ID Number: 20-4522583

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

Contact Person: Jerrod Fussell **Title:** Chief Operating Officer

Phone Number (with area code): 409-866-1650

Alternate Phone Number if available (with area code): 409-658-0715

Fax Number (with area code): _____

Email Address: jerrod@tcsinc.build

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

1350 South Major Drive

Address

Beaumont, Texas, 77707

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 24-064/MR.

SCOPE OF WORK

It is the intent of the Contract Documents to provide the requirements and specification for the construction associated with Jefferson County Popeye Holmes Park Concrete Walkway Renovation which includes all labor, material and work required for removal and replacement of concrete walkway pavement as called out in the plans and specifications. The park is located on the grounds of the Jefferson County Sub-Courthouse located at 525 Lakeshore Drive, Port Arthur, Texas 77640.

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 ON THE PLANS AND SPECIFICATIONS. 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. Project plans begin on page 65 of these specifications.

GENERAL SUMMARY OF WORK:

The general summary of Concrete Walkway Renovation Project includes all labor, material and work to perform the following:

- Full depth saw cutting and removal of existing concrete walkway paving to the limits shown on the drawings
- Level, shape and fill ruts, in the area to be re-paved, with compacted structural fill
- Place 3,000 psi concrete walkway pavement including forming the detailed brick ledge, curing, all joint placement, joint cutting/grooving, sealing and concrete finishing
- Removal of formwork
- Install temporary brick pavers
- Backfill the formed edges of the new concrete walkway pavement with structural fill
- Provide and maintain orange safety fencing around the work zone until work is completed

GENERAL NOTES

1. 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. Contractor is responsible for all costs associated with permits and licenses.

2. 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 Michael Ward (409) 720-5513	Jefferson County Engineering Dept (409) 835-8584 Michelle Falgout	Jefferson County Precinct #3 (409) 983-8300 Superintendent Kenneth Shepard

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.

3. The approximate location of the known underground utility installations is shown on the plans. Contractor to 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.
4. The proposed construction activity may cross or closely parallel existing storm water pipes, sanitary sewer and water lines. Contractor shall exercise caution to avoid damage to existing water or sewer service lines and shall be responsible for their repair if damaged.
5. Allow County forces to enter this project to accomplish such work as shown in the plans (by others) and as may be deemed necessary by the Engineer.
6. Maintain for the duration of this project, those sections of existing and proposed walkways and appurtenances which are to be constructed, reconstructed, modified, or remain in place under this project. Any portion of the area walkways 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 handrails, steps, storm pipes, MH tops, water valve tops, signage, asphalt paving, etc.
7. Place all equipment in an area designated by the County. All damages caused by the Contractor to grassy or landscaped areas, pavement, parking areas or any other area outside of the work area shall be repaired at his/her expense. Protect all areas of the park which are not included in the actual limits of the proposed construction areas from destruction. Restore any damaged areas to original or better condition. No payment will be made for this work.
8. 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 or the Precinct. Millings, sand, or other approved materials may be used on adjacent roadway surfaces to absorb and therefore minimize tracking of the materials applied during the course of construction. Materials used for absorption shall be maintained for the duration of the project.

Upon completion of material applications, clean and dispose of absorption material in accordance with federal, state, and local regulations. This will not be paid for directly but shall be considered subsidiary to various bid items of the contract.

9. The Contractor shall restore all pavement sections or other structures that have been damaged by the Contractor to their original condition or better, in the opinion of the Engineer and the owner. This shall include any base section repairs that are necessary, in the opinion of the Engineer. There shall be no additional payment for damages to pavement or other structures.
10. Assume ownership for all excess or waste material, concrete, soils, or other debris and dispose of properly according to all State and Federal rules and regulations.
11. If overhead or underground power lines need to be de-energized/re-energized, contact the electrical service provider to perform this work. Costs associated with de-energizing/re-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.
12. Material on hand will not be paid for.
13. Verify material quantities and dimensions prior to ordering materials.
14. 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 necessary to layout the project. 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.
15. Any saw-cutting or other joint placement required for the project shall not be paid for directly but shall be considered subsidiary to various bid items.
16. The Contractor will notify the County 48 hours in advance of work. See Work Sequence/Scheduling on page 43 of these specifications for allowable working hours.
17. 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. To schedule a site visit, contact Kenneth Sheperd, Pt. Arthur Maintenance Superintendent, at 409-983-8300. If no response in 24 hours, contact Mistey Reeves, Assistant Purchasing Agent, at 409-835-8593.
18. Sedimentation and environmental controls -
 - a. This item will not be paid for directly but considered subsidiary to various bid items.
 - b. The following temporary erosion, sediment and water control measures shall be required.
 - i. Contractor will be responsible for removing dirt from the roads and parking lots daily to prevent tracking.
 - ii. All concrete truck washout will be disposed of at the plant or in an Engineered approved containment area. The Containment area will be removed and disposed of once concrete placement is complete and the area restored to pre-construction conditions.
 - iii. Contractor shall police the construction area at the end of each day and remove and containerize all

- trash
- iv. Pumped stormwater shall be channeled through a rock berm, erosion control log or other method to help prevent excessive discharge of silt.
 - i. Sedimentation and environmental controls -

19. All Bid Items shall be installed according to the TXDOT Item indicated in the plans and specifications per the 2014 TXDOT Standard Specifications for the Construction and Maintenance of Highways , Streets and Bridges.

SPECIFICATIONS:

Bid Item 1 – Remove Existing Concrete Sidewalk - TXDOT Specification 104

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

Bid Item 2 – 4” Concrete Sidewalk (in-place) – TXDOT Specification 360

1. This bid item shall include all excavation, tree root removal, filling and compacting any ruts from tree root removal, filling and compacting of any soft spots. Fill ruts or soft spots with structural fill meeting the structural fill requirements shown on the plans. Payment for all excavation, tree root removal, filling or compacting associated with this item will be subsidiary to this item.
2. This bid item shall include all forming, joint placement, reinforcement, concrete placement, finishing and curing according to TXDOT Specification 360.
3. Sawing/Grooving of all joints shall begin as soon as sawing/grooving can be accomplished without damage to the pavement.
4. Class 5 self-leveling low modulus silicone sealant shall be used to seal expansion joints within repair areas on this project.
5. Saw cutting/grooving of all joints will not be paid for separately but shall be considered subsidiary to various bid items.
6. Light Broom Finish for final surface texture unless otherwise directed by the Engineer.
7. County shall be notified 48 hours prior to pouring concrete to inspect the subgrade and rebar installation. Bricks will not be allowed as chairs on this project. County shall be onsite for all pavement installation

Bid Item 3 – Structural Fill

1. Structural Fill meeting the requirements shown on the drawings shall be provided, installed and compacted to the density shown on the plans.
8. This bid item shall include the excavation, disposal of excavated materials, removal of tree roots necessary for the placement of the structural fill.
9. Payment for all excavation, tree root removal, filling or compacting and disposal of material associated with this item will be subsidiary to this item.

Bid Item 4 – Temporary Brick Pavers

1. Contractor shall provide and install Brick Pavers per the Attached Brick Specification for Pacific Clay Bricks (Bear Path:Dark Iron Spot) and shall install the bricks according to the Manufacturer Specifications, also attached.
2. The lineal feet of brick pavers shown on the bid form is measured along the outside edge of the brick ledge as shown on the drawings. Bricks are expected to be placed with the long side perpendicular to the edge of the concrete as dictated by the plan details
3. Contractor will consult with the County regarding the color and texture of the bricks prior to placing order.

Bid Item 5– Mobilization

1. Establish and remove offices 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.

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.

Contractor shall complete the work in 50 calendar days from the date of the notice to proceed.

Work may be performed between the hours of 7:00 am and 4:00 pm Monday through Thursday unless otherwise approved by Jefferson County.

SUBMITTALS:

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

- 1 Concrete Mix Design;
- 2 Source and spec sheet for the structural fill;
- 3 Schedule showing estimated work times and sequencing of project.

During construction the Contractor shall provide the County with

1. Concrete Tickets
2. Structural Fill Tickets
3. Brick Delivery Tickets verifying the type of brick specified in the plans.

1 YEAR WARRANTY

Contractor will provide an Affidavit of Warranty at the end of the project. A copy of the Warranty document is attached on page 44 of these specifications.

AFFIDAVIT OF WARRANTY

CONTRACTOR: _____

PROJECT: Jefferson County 2024 Popeye Holmes Park Concrete Walkway Renovation

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:

Triangle Civil Services
Company Name

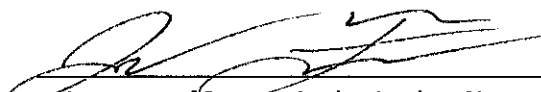
For clarification of this offer, contact: Jerrold Fussell

1350 South Major Drive
Address

Jerrold Fussell Chief Operating Officer
Name & Title

Beaumont Tx 77707
City State Zip

409-658-0715
Phone Fax


Signature of Person Authorized to Sign

jerrod@tcsinc.build
E-mail

Jerrold Fussell
Printed Name

Chief Operating Officer
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: Popeye Holmes Park Concrete Walkway Renovation.

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 24-064/MR, Popeye Holmes Park Concrete Walkway Renovation. 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 24-064/MR
IFB TITLE: Popeye Holmes Park Concrete Walkway Renovation
IFB DUE BY: 11:00 am CT, Wednesday, November 13, 2024
ADDENDUM NO.: 1
ISSUED (DATE): October 24, 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: A Pre-Bid Conference and Walk Through has been scheduled for 2:00 pm CT, Wednesday, October 30, 2024 at Justice of the Peace 8 Courtroom located at 525 Lakeshore Drive, Pt. Arthur, Texas 77640.

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 Kayla Witten
Witness

Handwritten signature of Respondent
Authorized Signature (Respondent)

Chief Operating Officer
Title of Person Signing Above

Witness

Triangle Civil Services Tervod Fussell
Typed Name of Business or Individual

Approved by JF Date: 11/12/24

1350 S. Major Drive Beaumont, TX 77707
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

Addendum to IFB

IFB NUMBER: IFB 24-064/MR
IFB TITLE: Popeye Holmes Park Concrete Walkway Renovation
IFB DUE BY: 11:00 am CT, Wednesday, November 13, 2024
ADDENDUM NO.: 2
ISSUED (DATE): November 7, 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. Revised Bid Form
2. Revised Project Plans Sheets 5-7
3. Paver 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 signature and line

Witness

Approved by JF Date: 11/12/24

Authorized Signature (Respondent)

Chief Operating Officer
Title of Person Signing Above

Triangle Civil Services Jerrod Fussell
Typed Name of Business or Individual

1350 S. Major Drive, Beaumont, TX 77707
Address

BIDDER: INSERT BID SECURITY BEHIND THIS PAGE.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Triangle Concrete Services, Inc.
1350 South Major Drive
Beaumont, TX 77707

SURETY:

(Name, legal status and principal place of business)

Swiss Re Corporate Solutions America Insurance Corporation

1200 Main Street, Suite 800
Kansas City, MO 64105
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)


Popeye Holmes Park Concrete Walkway Renovation

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.

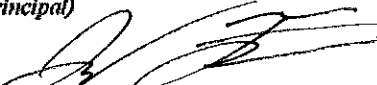
Signed and sealed this 13th day of November, 2024.



(Witness)

Triangle Concrete Services, Inc.

(Principal) *(Seal)*

By: 

(Title) Chief Operating Officer

Swiss Re Corporate Solutions America Insurance Corporation

(Surety) *(Seal)*

By: 

(Title) Ashlyn Acmentor Attorney-in-Fact



(Witness) Elyse Duhon

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

DOUGLAS N. MCELVEEN, AMANDA MCELVEEN, CHRISTINE BAKER, BENJAMIN STINE,
ASHLYN ARMENTOR and CHARLES TYLER MCDONALD

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By [Signature]
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC

IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 29TH day of MARCH, 20 24

State of Illinois
County of Cook

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 29TH day of MARCH, 20 24, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 13th day of November, 20 24.

[Signature]
Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

BID FORM

Bid Item	TXDOT Item	Bid Item Description	Unit	Estimated Quantity	Unit Price	Extended Amount (Total for Line Item)
1	104	Remove Existing Concrete Sidewalk	SY SF	1687.0 1,910.0	\$5.00	\$9,550.00
2	360	4" Concrete Walkway (In Place)	SY SF	1687.0 1,910.0	\$19.50	\$37,245.00
3	132	Structural Fill (4" in Place)	SY SF	1687.0 1,910.0	\$6.50	\$12,415.00
4	Paver Specifications	Brick Pavers (In Place)	LF	255.0	\$60.00	\$15,300.00
5	500	Mobilization (Max 3%)	LS	1.0	\$2,300.00	\$2,300.00
					TOTAL BID AMOUNT	\$76,810.00

BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):

Addendum 1 JF Date Received 10/24/24

Addendum 2 JF Date Received 11/7/24

Addendum 3 _____ Date Received _____

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

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

VENDOR REFERENCES FORM

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

REQUIRED FORM

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

REFERENCE ONE

Government/Company Name: City of Orange, Texas

Address: 303 8th Street, Orange, Texas 77630

Contact Person and Title: Michael Patterson

Phone: 409-988-7393 Fax: _____

Email Address: mpatterson@orangetexas.gov Contract Period: 11/2022 - 1/2023

Scope of Work: Riverside Pavilion Sidewalks + Drainage Improvements

REFERENCE TWO

Government/Company Name: Port of Port Arthur

Address: 221 Houston Ave. Port Arthur, Tx

Contact Person and Title: Michael Green

Phone: 409-983-2011 Fax: _____

Email Address: michael.green@portpa.com Contract Period: 2023 + 2024

Scope of Work: Seafarer Center Parking Expansion + 4th Street Rider 45

REFERENCE THREE

Government/Company Name: Orange County, Texas

Address: 714 Polk Ave. Orange, Tx 77630

Contact Person and Title: Joel Ardoin

Phone: 409-882-7903 Fax: _____

Email Address: jardoin@co.orange.tx.us Contract Period: 8/2024 - 12/2024

Scope of Work: Future Health Services Building Site work

SIGNATURE PAGE

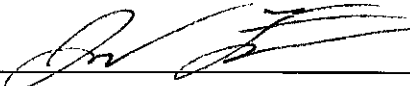
As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the 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.

<u>Triangle Concrete Services, Inc. d.b.a. Triangle Civil Services</u> Bidder (Entity Name)	 Signature
<u>1350 South Major Drive</u> Street & Mailing Address	<u>Jerrod Fussell</u> Print Name
<u>Deamont, Texas 77207</u> City, State & Zip	<u>11/12/24</u> Date Signed
<u>409-861-1650</u> Telephone Number	<u>N/A</u> Fax Number
<u>Jerrod@tcsinc.build</u> E-mail Address	

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

CERTIFICATION REGARDING LOBBYING

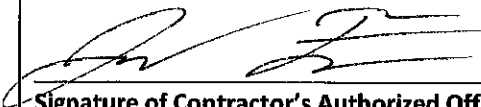
Certification for Contracts, Grants, Loans, and Cooperative Agreements

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
Jerrod Fussell Chief Operating Officer
Name and Title of Contractor's Authorized Official (Please Print)
11/12/24
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				
<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>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center; padding: 2px;">OFFICE USE ONLY</th> </tr> </thead> <tbody> <tr> <td style="width: 50%; padding: 2px;">Date Received</td> <td style="width: 50%;"></td> </tr> </tbody> </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="font-size: 1.2em; margin-left: 20px;"><i>Triangle Concrete Services, Inc. dba Triangle Civil Services</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; margin-left: 20px;">(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; font-size: 1.5em; margin-left: 100px;"><i>N/A</i></p> <p style="text-align: center; font-size: 0.8em; margin-left: 100px;">Name of Officer</p> <p style="font-size: 0.8em; margin-left: 20px;">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="margin-left: 40px;"> <input type="checkbox"/> Yes <input checked="" 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 checked="" 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 checked="" 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; margin-top: 20px;"> <div style="width: 45%; text-align: center;"> <p style="font-size: 0.8em; margin-top: 5px;">Signature of vendor doing business with the governmental entity</p> </div> <div style="width: 45%; text-align: center;"> <p style="font-size: 1.2em; margin-top: 20px;"><i>11/12/24</i></p> <p style="font-size: 0.8em; margin-top: 5px;">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>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>		OFFICE USE ONLY
1	Name of Local Government Officer	Date Received
2	Office Held	
3	Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code	
4	Description of the nature and extent of employment or other business relationship with vendor named in item 3	
5	<p>List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p align="center">(attach additional forms as necessary)</p>	
6	<p>AFFIDAVIT</p> <p>I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p> <p 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.

Terrad Fussell

Printed Name of Authorized Representative

[Signature]

Signature

Chief Operating Officer

Title

11/12/24

Date

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

Triangle Civil Services will be self performing all work on this project. IF

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.

No Subcontractors will be used. IF

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: _____

Jerrold Fassel

Printed Name of Contractor Representative

Signature of Representative

11/12/24

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: Triangle Civil Services HUB: Yes No

HUB Status (Gender & Ethnicity): N/A

Address: 1350 South Major Drive Beaumont TX 77707
Street City State Zip

Phone (with area code): 409-861-1650 Fax (with area code): _____

Project Title & No.: Popeye Holmes Park Concrete Walkway Renovation IFB/RFP No.: 24-064/MR

Total Contract: \$ 76,810.00 Total HUB Subcontract(s): \$ 0

Construction HUB Goals: 12.8% MBE: 0 % 12.6% WBE: 0 %

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.

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

**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: TCS will be self performing all work

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): _____

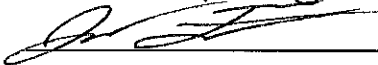
Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

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): Jerrold Fussell

Title: Chief Operating Officer

Signature: 

Date: 11/12/24

E-mail address: jerrod@tcsinc.build

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

Name (print or type): Jerrold Fussell

Title: Chief Operating Officer

Date: 11/12/24

E-mail address: jerrod@tcsincbuild

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 Triangle Concrete Services, Inc.
Triangle Civil Services [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.):	20-4522583
Company Name submitting bid/proposal:	Triangle Concrete Services, Inc. d.b.a. Triangle Civil Services
Mailing address:	1350 South Major Drive, Beaumont, Tx 77707
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**
300036-000/032000-00000	Hwy 90 77713
067550-000-001900-00000	1350 S. Major Dr. Beaumont

* 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, Jerrold Fussell, the undersigned representative of (company or business name) Triangle Civil Services (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.

[Handwritten Signature]
Signature of Company Representative

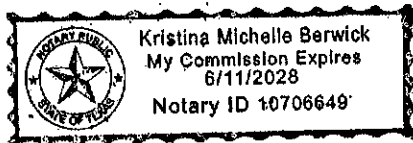
11/12/24
Date

On this 12th day of November, 2024, personally appeared

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

Notary Seal Kristina M. Berwick
Notary Signature

11/12/2024
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.

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 Jefferson

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

on this day personally appeared Jerrod Fussell, who
(name)

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

"I, Jerrod Fussell am a duly authorized officer of/agent
(name)
for Triangle Civil Services and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said Triangle Civil Services.
(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: Triangle Civil Services
1350 South Major Drive, Beaumont, Texas 77707

Fax: _____ Telephone# 409-861-1650

by: Jerrod Fussell Title: Chief Operating Officer
(print name)

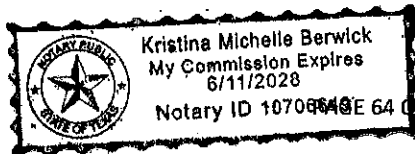
Signature: [Handwritten Signature]

SUBSCRIBED AND SWORN to before me by the above-named
Jerrod Fussell on

this the 12th day of November, 2024

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

Kristina M. Berwick
Notary Public in and for
the State of Texas



Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Triangle Concrete Services, Inc.
1350 South Major Drive
Beaumont, TX 77707

SURETY:

(Name, legal status and principal place of business)

Swiss Re Corporate Solutions America Insurance Corporation

1200 Main Street, Suite 800
Kansas City, MO 64105
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)


Popeye Holmes Park Concrete Walkway Renovation

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 13th day of November, 2024.



(Witness)

Triangle Concrete Services, Inc.
(Principal) _____ *(Seal)*

By: 

(Title) Chief Operating Officer

Swiss Re Corporate Solutions America Insurance Corporation

(Surety) _____ *(Seal)*



(Witness) Elyse Duhon

By: 

(Title) Ashlyn Armentor Attorney-in-Fact

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

DOUGLAS N. MCELVEEN, AMANDA MCELVEEN, CHRISTINE BAKER, BENJAMIN STINE,
ASHLYN ARMENTOR and CHARLES TYLER MCDONALD

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC

IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 29TH day of MARCH, 20 24

State of Illinois
County of Cook

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 29TH day of MARCH, 20 24, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 13th day of November, 20 24.

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC



CERTIFICATE OF LIABILITY INSURANCE

173

DATE (MM/DD/YYYY)

11/18/2024

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(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 Higginbotham Insurance Agency, Inc. 700 West Prien Lake Road Lake Charles LA 70601	CONTACT NAME: Laura Monk	
	PHONE (A/C, No, Ext): 337-475-7441	FAX (A/C, No): 337-564-6934
E-MAIL ADDRESS: lmonk@higginbotham.net		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Ascot Insurance Company		23752
INSURER B: The Charter Oak Fire Insurance		25615
INSURER C: Travelers Property Casualty Company Of America		25674
INSURER D: Texas Mutual Insurance Company		22945
INSURER E: Westchester Surplus Lines Ins Co		10172
INSURER F:		

INSURED
 Triangle Concrete Services, Inc. dba Triangle Civil Services
 Foremost Concrete Constructors, LLC
 1350 S. Major Drive
 Beaumont TX 77707

TRIACON-01

COVERAGES

CERTIFICATE NUMBER: 1577954424

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
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	2T381360	6/11/2024	6/11/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> 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	Y	Y	2T355692	6/11/2024	6/11/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	2T383550	6/11/2024	6/11/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	<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	Y/N	N/A	0001268091	6/11/2024	6/11/2025	<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
E A	Cont. Poll. Liability Equipment Floater	Y	Y	G73607061003 IMMA241000172602	6/11/2024 6/11/2024	6/11/2025 6/11/2025	CPL Occ/Agg Rented/Leased Limit \$2,000,000 Rented/Leasd Max Item \$750,000 \$750,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate Holder is provided Blanket Additional Insured on General Liability including both Ongoing Operations and Completed Operations (CG D6 04 0219), Auto (CA T3 53 0215 and CA T4 99 0216), Umbrella (EU 00 01 0716), and Contractors Pollution Liability (ENV 3250 1218 and ENV 3251 1218) where required by written contract. Certificate Holder is provided Blanket Waiver of Subrogation on General Liability, Auto, Workers Compensation, Umbrella, and Contractors Pollution Liability where required by written contract. General Liability, Auto, Umbrella, and Contractors Pollution Liability coverages are provided on a Primary and Non-Contributory basis where required by written contract. Umbrella lies over the General Liability, Auto, and Workers Compensation/Employers Liability policies.

re: Popeye Holmes Park Concrete Walkway Renovation

CERTIFICATE HOLDER**CANCELLATION**

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



AIA® Document A312® – 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

Triangle Concrete Services, Inc. DbA
Triangle Civil Services
1350 S. Major Drive
Beaumont, TX 77707

SURETY:

(Name, legal status and principal place
of business)

Swiss Re Corporate Solutions America
Insurance Company
1200 Main Street, Suite 800
Kansas City, MO 64105

OWNER:

(Name, legal status and address)

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

CONSTRUCTION CONTRACT

Date: 11-19-2024

Amount: \$ 76,810.00

Description:

(Name and location)

Popeye Holmes Park Concrete Walkway Renovation

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$ 76,810.00

Modifications to this Bond: None

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

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.

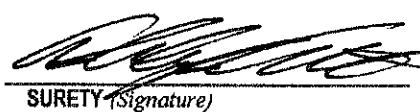
Company: (Corporate seal)

Company: (Corporate seal)



CONTRACTOR AS PRINCIPAL

(Signature)



SURETY (Signature)

BY: Jerrold Russell

(Printed name and title)

Chief Operating Officer

BY: Ashlyn Armentor, Attorney-
In-Fact

(Printed name and title)

(Any additional signatures appear on the last page of this Payment Bond)

(FOR INFORMATION ONLY— Name, address and telephone)

AGENT or BROKER:

Higginbotham Insurance Agency
700 W Prien Lake Road
Lake Charles, LA 70601
(337)475-7441

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party.)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- 1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- 2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under

this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

Additions and Deletions Report for AIA® Document A312® – 2010

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:59:24 CST on 11/26/2024.

Changes to original AIA text

There are no edits to the original text

Variable Information

PAGE 1

CONTRACTOR:

(Name, legal status and address)

Triangle Concrete Services, Inc. Dba
Triangle Civil Services
1350 S. Major Drive
Beaumont, TX 77707

SURETY:

(Name, legal status and principal place of business)

Swiss Re Corporate Solutions America
Insurance Company
1200 Main Street, Suite 800
Kansas City, MO 64105

OWNER:

(Name, legal status and address)

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

CONSTRUCTION CONTRACT

Date: 11-19-2024

Amount: \$ 76,810.00

Description:

(Name and location)

Popeve Holmes Park Concrete Walkway Renovation

BOND

Date:

(Not earlier than

Construction

Contract Date)

Amount: \$

76,810.00

Modifications to this

Bond: None

PAGE 2

AGENT or BROKER:

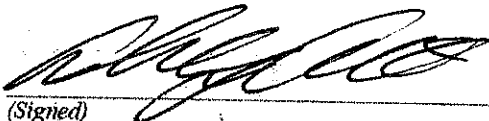
Higginbotham Insurance Agency
700 W Prien Lake Road
Lake Charles, LA 70601
(337)475-7441

OWNER'S REPRESENTATIVE:

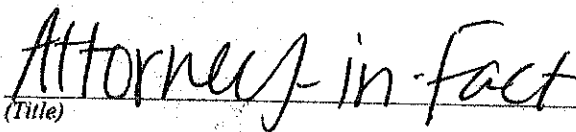
*(Architect, Engineer or other
party.)*

Certification of Document's Authenticity
AIA® Document D401™ – 2003

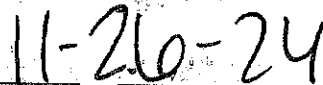
I, Ashlyn Armentor, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:59:24 CST on 11/26/2024 under Order No. 20240076770 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A312™ - 2010, Payment Bond, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)



(Title)



(Dated)

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

DOUGLAS N. MCELVEEN, AMANDA MCELVEEN, CHRISTINE BAKER, BENJAMIN STINE,
ASHLYN ARMENTOR and CHARLES TYLER MCDONALD

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

[Handwritten signature of Erik Janssens]

By Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC

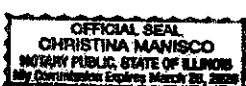
IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 29TH day of MARCH, 20 24

State of Illinois
County of Cook

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 29TH day of MARCH, 20 24, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Handwritten signature of Christina Manisco]

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this day of 20

[Handwritten signature of Jeffrey Goldberg]
Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

CERTIFICATE OF INTERESTED PARTIES

183

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.

Triangle Concrete Services, Inc. d.b.a. Triangle Civil Services
Beaumont, TX United States

Certificate Number:
2024-1236586

Date Filed:
11/08/2024

Date Acknowledged:

11-13-2024 4:59 PM ML

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.

IFB 24-064/MR

Popeye Holmes Park Concrete Walkway Renovation, pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326.

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.

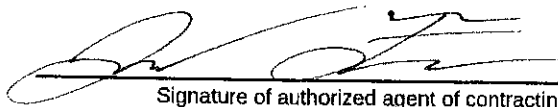
6 UNSWORN DECLARATION

My name is Jerrad Fussell, and my date of birth is 4/17/1993.

My address is 1350 South Major Drive, 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 8th day of 11, 2024.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



TRIANGLE CONCRETE SERVICES INC

Unique Entity ID MK1ATL2JVB75	CAGE / NCAGE 8FFW6	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date May 13, 2025	
Physical Address 1350 S Major DR Beaumont, Texas 77707-2942 United States	Mailing Address 1350 S Major DR Beaumont, Texas 77707-2942 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Texas 14	State / Country of Incorporation Texas / United States	URL (blank)

Registration Dates

Activation Date May 15, 2024	Submission Date May 13, 2024	Initial Registration Date Oct 9, 2019
--	--	---

Entity Dates

Entity Start Date Mar 6, 2006	Fiscal Year End Close Date Dec 31
---	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

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

Proceedings Questions

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

Exclusion Summary

Active Exclusions Records?
No

SAM Search Authorization

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

Entity Types

Business Types		
Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors (blank)
Profit Structure For Profit Organization		

Socio-Economic Types

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

Financial Information

Accepts Credit Card Payments No	Debt Subject To Offset No
------------------------------------	------------------------------

EFT Indicator 0000	CAGE Code 8FFW6
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Points of Contact

Electronic Business

☺ Kristina Berwick, OfficeManager	1350 South Major Drive Beaumont, Texas 77707 United States
--------------------------------------	--

Government Business

☺ Kristina Berwick, OfficeManager	1350 South Major Drive Beaumont, Texas 77707 United States
--------------------------------------	--

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	238110	Poured Concrete Foundation And Structure Contractors
	238120	Structural Steel And Precast Concrete Contractors
	238910	Site Preparation Contractors

Product and Service Codes

PSC	PSC Name
Z2AA	Repair Or Alteration Of Office Buildings
Z2CA	Repair Or Alteration Of Schools
Z2CZ	Repair Or Alteration Of Other Educational Buildings
Z2FZ	Repair Or Alteration Of Other Residential Buildings
Z2JZ	Repair Or Alteration Of Miscellaneous Buildings
Z2PC	Repair Or Alteration Of Unimproved Real Property (Land)
Z2QA	Repair Or Alteration Of Restoration Of Real Property (Public Or Private)

Disaster Response

This entity does not appear in the disaster response registry.



12141 Wickchester Lane
Suite 200
Houston, TX 77079
TEL 713.491.8333
FAX 713.395.5486
www.GarverUSA.com

RFQ 16-016/JW
Change Order #2
(PO # 087522)

October 16, 2024

Mr. Alex Rupp
Jack Brooks Regional Airport
5000 Jerry Ware Dr
Suite 100
Beaumont, TX 77705

Re: Jack Brooks Regional Airport
IFB 22-011/JW Taxiway A Rehabilitation
Garver CA Service Time Extension
RFQ 16-013 JW Amendment #6 Supplemental #2

Dear Alex:

Per our discussions, attached are the Supplemental Amendment for Construction Administration Services for the above referenced contract. The cost is for the additional time incurred due to Brizo's inability to complete the construction on time as anticipated in their schedule. Brizo's schedule extended approximately 109 days past the scheduled completion date. This resulted in additional time needed for construction administration services. Subsequently, Brizo was assessed liquidated damages for this project in the amount of \$300,000.

Attached is a proposed additional fee of \$70,000.00 to extend Garver's CA services time. This fee includes time from March through September of 2024. The liquidated damages referenced above would cover the cost of this additional request for time.

Please review and let me know if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jason Frank'.

Jason Frank, P.E.
Sr. Project Manager
Garver

Attachments: CM & RPR FEE

L:\2022\22A12501 - BPT - TW A Rehab CM Services\Contracts\Client\Draft\Supplemental #2\Garvr Cm and RPR Supplement #2 request.docm

Exhibit A

**JACK BROOKS REGIONAL AIRPORT
TAXIWAY A RECONSTRUCTION
RFQ 16-013 JW Amendment #6
Construction Administration - SA #2**

WORK TASK DESCRIPTION	E-6	E-4	E-3	E-2	M-1
	hr	hr	hr	hr	hr
1. Civil Engineering					
Monthly Pay Requests	6		8	2	
RFI's / Construction Clarifications	16		12	3	
Weekly Teleconference Meetings (2 people, 8 meetings)	4		16	4	
Resident Construction Observation/Coordination	10		12	4	
Response to Contractor and RPR Inquiries	20		12	4	
Certified Payroll Reviews	2		8		
DBE Compliance	2		8		
Site Visits (1 person x 2 visits)			22		
QA/QC Test Results Review	10		8	8	
Prepare Change Orders	10		5	5	
Subtotal - Civil Engineering	80	0	111	30	0



12141 Wickchester Lane
Suite 200
Houston, TX 77079
TEL 713.491.8333
FAX 713.395.5486
www.GarverUSA.com

RFQ 16-016/JW
Change Order #2¹⁸⁹
(PO # 088155)

October 16, 2024

Mr. Alex Rupp
Jack Brooks Regional Airport
5000 Jerry Ware Dr
Suite 100
Beaumont, TX 77705

Re: Jack Brooks Regional Airport
IFB 22-011/JW Taxiway A Rehabilitation
Garver RPR Service Time Extension
RFQ 16-013 JW Amendment #7 Supplemental #2

Dear Alex:

Per our discussions, attached are the Supplemental Amendment for RPR Services for the above referenced contract. The cost is for the additional time incurred due to Brizo's inability to complete the construction on time as anticipated in their schedule. Brizo's schedule extended approximately 109 days past the scheduled completion date. This resulted in additional time needed for on site RPR construction services. Subsequently, Brizo was assessed liquidated damages for this project in the amount of \$300,000.

Attached is a proposed additional fee of \$100,032.00 to extend Davika's RPR services. This fee includes time from March through September of 2024. The liquidated damages referenced above would cover the cost of this additional request for time.

Please review and let me know if you have any questions.

Sincerely,

Jason Frank, P.E.
Sr. Project Manager
Garver

Attachments: RPR FEE

L:\2022\22A12501 - BPT - TW A Rehab CM Services\Contracts\Client\Draft\Supplemental #2\Garver RPR Supplement #2 request.docm

Exhibit B

**Jefferson County Texas
Txy A Rehab CM RPR Services
RFQ 16-013 JW Amendment #7
RPR SERVICES - Supplemental #2**

WORK TASK DESCRIPTION	E-6	E-4	E-2
	hr	hr	hr
1. Project Administration			
Accounting Administration	6		
Subtotal - Project Administration	6	0	0

Hours 6 0 0

SUBTOTAL - SALARIES: \$2,382.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$0.00
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Travel Costs	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$0.00

SUBTOTAL: \$2,382.00

SUBCONSULTANTS FEE:(DAVIKA DBE RPR SERVICE 775 hours @ \$126/Hr) \$97,650.00

TOTAL FEE: \$100,032.00

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge



ATTEST

DATE 12-10-24

[Handwritten signature]



Change Order

Quote prepared on:

October 23, 2024

Quote prepared by:

Amy Smith

amy.smith@centralsquare.com

Quote #: Q-197318

Primary Quoted Solution: NaviLine PA

Quote expires on: April 21, 2025

Change Order in reference to: Q-146522

Quote prepared for:

Jeff Ross

Jefferson County

1149 Pearl Street

Beaumont, TX 77701

409-835-8447

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centralsquare.com.

WHAT SERVICES ARE INCLUDED?

DESCRIPTION	TOTAL
1. Public Administration Luciant Custom Services - As Incurred	2,160.00
2. Public Administration Project Management Services - As Incurred	720.00
Services Total	2,880.00 USD

QUOTE SUMMARY

Services Subtotal 2,880.00 USD

Quote Subtotal 2,880.00 USD



Quote prepared on:

October 23, 2024

Quote prepared by:

Amy Smith

amy.smith@centralsquare.com

Change Order

Quote Total **2,880.00 USD**

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	0.00
FIRST YEAR RECURRING SERVICES TOTAL	0.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance.

Annual Maintenance and Subscriptions renewals shall be due on the anniversary of the Delivery Date*. Annual Maintenance and Subscription Fees are subject to increase as outlined in the Master Agreement.

*Delivery Date: For on-premise Solutions, Delivery shall be when CentralSquare delivers to Customer the initial copies of the Solutions outlined above by whichever the following applies and occurs first (a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method, or (c) installation, or (d) delivery of managed services server. Physical shipment is on FOB - CentralSquare's shipping point, and electronic delivery is at the time CentralSquare provides Customer with access to download the Solutions. For cloud-based Solutions Delivery shall be whichever the following applies and occurs first when Authorized Users have (a) received log-in access to the Solution or any module of the Solution or (b) received access to the Solution via a URL.

BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

MORE INFORMATION AT CENTRAL SQUARE.COM



Quote prepared on:

October 23, 2024

Quote prepared by:

Amy Smith

amy.smith@centralsquare.com

Change Order

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

PAYMENT TERMS

License Fees & Annual Subscriptions

- 100% Due Upon Contract Execution

Contract Startup

- 100% Due Upon Contract Execution

Hardware & Third-Party Software

- 100% Due Upon Contract Execution

Services

- Fixed Fee: 100% Due Upon Completion of Services
- Time & Material: Due as Incurred

Third-Party Services

- Fixed Fee: 50% Due Upon Contract Execution; 50% Due Upon Completion
- Time & Material: Due As Incurred

Travel & Living Expenses

- Due as Incurred

PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes No

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number:

092945

Initials:

dc

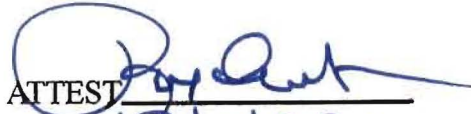
Quote prepared on:
October 23, 2024

Quote prepared by:
Amy Smith

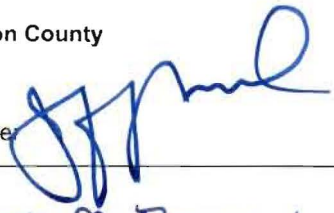
amy.smith@centralsquare.com

Change Order



ATTEST 
DATE 12/10/2024

Jefferson County

Signature: 

Name: Jeff Branick

Date: 12/10/2024

Title: County Judge



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah Clark, Purchasing Agent

1149 Pearl Street, Beaumont, TX 77701 Phone: 409-835-8593 Fax: 409-835-8456

MEMORANDUM

To: Commissioners' Court

From: Deborah Clark *dc*
Purchasing Agent

Date: December 10, 2024

Re: Disposal of Scrap Property

Consider and approve, execute, receive and file disposal of scrap metal property. Scrap property to be transported to a metal salvage company and there sold for such price as it may command and return funds to the County.

Thank you.



JEFFERSON COUNTY PURCHASING DEPARTMENT
Scrap
DISPOSAL OF SALVAGE PROPERTY

Date: 11-25-24

Department: Sheriff Correctional facility

Contact Person: Captain Kenneth Harrell

Phone: 409-726-2555

Fax: _____

Department Head Approval: *Maureen Wheeler*

Approved in Com. Court: _____

Description of Property	Serial No.	Asset No.	Condition of Property
1) 16 6 bank lockers			Unreparable
1) Fencing			Unreparable
2) water heaters			Unreparable
23) Fencing poles			Unreparable
1) Boiler			Unreparable
4) Industrial washing machines			Unreparable
4) Industrial dryers			Unreparable
2) push carts			Unreparable

JEFFERSON COUNTY, TEXAS

Jeff Brantick
 Jeff Brantick, County Judge

ATTEST
 DATE 12-10-24





FY23 HARP Retro - Jefferson County LPPF

From Caroline Simpson <caroline@ahcv.com>

Date Wed 12/4/2024 4:26 PM

To Rebekah Patin <Rebekah.Patin@jeffcotx.us>; Fran Lee <Fran.Lee@jeffcotx.us>

📎 1 attachment (177 KB)

FY23 HARP Retro Allocation Summary - Jefferson LPPF .xlsx;

Caution! This message was sent from outside your organization.

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Hello, Jefferson County Team,

As you know, the upcoming HARP FY23 Retro IGT is taking place on **Monday, December 16th**. Accordingly, the hospitals participating within the **Jefferson County LPPF** would like to request the following IGT amount noted below. (Please review the accompanying allocation.)

FY23 HARP Retro – total requested IGT amount \$2,136,236.66

HHSC requires this amount to be entered into TexNet no later than the close of business **12/16/2024 with a settlement date of 12/17/2024**. These funds will need to be placed in the “HARP Private” bucket. Upon successful completion of the IGT, please submit the PDF of the TexNet Trace Sheets and allocation forms to hhscfpdharppayments@hhs.texas.gov.

AHCV also kindly requests to be copied on the TexNet submission to HHSC on or before the deadline noted above.

Please do not hesitate to contact us with any questions.

Thank you,

Caroline Simpson | Senior Financial Analyst

Adelanto Healthcare Ventures, L.L.C.

Mobile: 270-991-6430

Web: www.ahcv.com

Email: caroline@ahcv.com

174 Saundersville Road, Suite 503 & 504

Hendersonville, TN 37075



DY9 UC Redistribution - Jefferson LPPF

From Caroline Simpson <caroline@ahcv.com>

Date Wed 12/4/2024 3:46 PM

To Rebekah Patin <Rebekah.Patin@jeffcotx.us>; Fran Lee <Fran.Lee@jeffcotx.us>

Cc Colt Sullivan <colt@ahcv.com>; Zach Ervin <zervin@ahcv.com>; Justin Flores <justin@ahcv.com>; Alex Russell <alex@ahcv.com>; Corbin Pefanis <corbin@ahcv.com>

 1 attachment (31 KB)

DY9 Redistribution Allocation Summary - Jefferson LPPF.xlsx;

Caution! This message was sent from outside your organization.

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Hello Jefferson County Team,

As you know, the upcoming UC DY9 Redistribution IGT is taking place on Thursday, December 12th. Accordingly, the hospitals participating within the Jefferson LPPF would like to request the following IGT amounts noted below. (Please review the accompanying allocation.)

UC DY9 Redistribution – total requested IGT amount \$39,301.70

- **Jefferson SDA: \$39,301.70**

HHSC requires these amounts to be entered into TexNet no later than the close of business 12/12/2024 with a settlement date of 12/13/2024. These funds will need to be placed in the "UC" Bucket. Upon successful completion of the IGT, please submit the PDF of the TexNet Trace Sheets and allocation forms to PFD_UC_Payments@hhs.texas.gov.

AHCV also kindly requests to be copied on the TexNet submission to HHSC on or before the deadline noted above.

Please do not hesitate to contact us with any questions.

Thank you,

Caroline Simpson | Senior Financial Analyst

Adelanto Healthcare Ventures, L.L.C.

Mobile: 270-991-6430

Web: www.ahcv.com

Email: caroline@ahcv.com

174 Saundersville Road, Suite 503 & 504
Hendersonville, TN 37075

File No./Escrow No.: 2458245
Print Date & Time: 12/2/2024 1:26:03 PM
Officer/Escrow Officer: Janna Henry

Stewart Title Company
3050 North Dowlen Road
Suite G
Beaumont, TX 77706
(409) 866-8880

Property Address: 5220 ROBERTS ROAD
BEAUMONT, TX 77705 (JEFFERSON)

Borrower: JEFFERSON COUNTY
P O Box 425
Beaumont, TX 77704

Seller: ELIZABETH SIMMONS
5220 Roberts Road
Beaumont, TX 77705

Lender:

Settlement Date: 12/18/2024

Disbursement Date:

Seller		Description	Borrower	
Debit	Credit		Debit	Credit
		Deposits, Credits, Debits		
	\$57,599.58	Sale Price of Property	\$57,599.58	
		Prorations		
	\$30.02	County Taxes 12/18/2024 to 1/1/2025 @ \$784.86/Year	\$30.02	
		Title Charges		
		Title - Lender's Title Insurance to Stewart Title Company		
\$275.50		Title - Owner's Title Insurance to Stewart Title Company	\$275.50	
\$125.00		Title - Attorney's fees to Germer, PLLC		
\$450.00		Title - Settlement or closing fee to Stewart Title Company	\$450.00	
\$54.13		Title - Tax Certificate Fee to Stewart Title Company		
\$2.00		Title - TX Policy Guaranty Fee to Texas Title Policy Guaranty Fee - STC		
		Government Recording and Transfer Charges		
		Release to County Recorder \$66.00	\$66.00	
		Additional Settlement Charges		
\$784.86		Property Tax Due to Jefferson County Tax Assessor Collector		
Seller		Description	Borrower	
Debit	Credit		Debit	Credit
\$1,691.49	\$57,629.60	Subtotals	\$58,421.10	\$0.00
		Due From Borrower		\$58,421.10
\$55,938.11		Due To Seller		
\$57,629.60	\$57,629.60	Totals	\$58,421.10	\$58,421.10

SUBSTITUTE FORM 1099 SELLER STATEMENT: The information contained herein is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.
SELLER INSTRUCTIONS: If this real estate was your principal residence, file form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of form 4797, Form 6252 and/or Schedule D (Form 1040). This transaction does not need to be reported on Form 1099-S if you sign a certification containing assurances that any capital gain from this transaction will be exempt from tax under new IRS Code Section 121. You are required by law to provide the Settlement Agent with your correct taxpayer identification number. If you do not provide the Settlement Agent with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.

Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Stewart Title Company to cause the funds to be disbursed in accordance with this statement.

BORROWER(S)

Jefferson County

By: _____

SELLER(S)

ELIZABETH SIMMONS

SETTLEMENT COORDINATOR

Janna Henry

American Land Title Association ALTA Settlement Statement - Combined
Adopted 05-01-2015

File No./Escrow No.: 2477106 **Stewart Title Company**
3050 North Dowlen Road
Suite G
Beaumont, TX 77706
(409) 866-8880
 Print Date & Time: 12/2/2024 1:27:29 PM
 Officer/Escrow Officer: Janna Henry

Property Address: 10015 JASON COURT
BEAUMONT, TX 77705 (JEFFERSON)
(024166-000-003900-00000)

Borrower: JEFFERSON COUNTY
P O Box 425
Beaumont, TX 77704

Seller: JASON CHAMPAGNE
10015 Jason Ct
Beaumont, TX 77705

BRANDY CHAMPAGNE
10015 Jason Ct
Beaumont, TX 77705

Lender:

Settlement Date: 12/18/2024
Disbursement Date:

Seller		Description	Borrower	
Debit	Credit		Debit	Credit
		Deposits, Credits, Debits		
	\$287,000.00	Sale Price of Property	\$287,000.00	
		Prorations		
	\$229.97	County Taxes 12/18/2024 to 1/1/2025 @ \$6,011.95/Year	\$229.97	
		Payoffs		
\$275,803.96		Payoff of first mortgage loan to Amerihome		
		Title Charges		
		Title - Lender's Title Insurance to Stewart Title Company		
		Title - Owner's Title Insurance to Stewart Title Company	\$1,817.00	
\$125.00		Title - Attorney's fees to Germer, PLLC		
\$450.00		Title - Settlement or closing fee to Stewart Title Company	\$450.00	
\$54.13		Title - Tax Certificate Fee to Stewart Title Company		
		Title - TX Policy Guaranty Fee to Texas Title Policy Guaranty Fee - STC	\$2.00	
		Government Recording and Transfer Charges		
		Recording Fees: Mortgage to County Recorder \$66.00	\$66.00	
		Additional Settlement Charges		
\$4,867.06		to Grand Oak Estates POA		
\$6,011.95		Property Tax Due to Jefferson County Tax Office		
Seller		Description	Borrower	
Debit	Credit		Debit	Credit
\$287,312.10	\$287,229.97	Subtotals	\$289,564.97	\$0.00
		Due From Borrower		\$289,564.97
	\$82.13	Due From Seller		
\$287,312.10	\$287,312.10	Totals	\$289,564.97	\$289,564.97

SUBSTITUTE FORM 1099 SELLER STATEMENT: The information contained herein is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

SELLER INSTRUCTIONS: If this real estate was your principal residence, file form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of form 4797, Form 6252 and/or Schedule D (Form 1040). This transaction does not need to be reported on Form 1099-S if you sign a certification containing assurances that any capital gain from this transaction will be exempt from tax under new IRS Code Section 121. You are required by law to provide the Settlement Agent with your correct taxpayer identification number. If you do not provide the Settlement Agent with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.

Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Stewart Title Company to cause the funds to be disbursed in accordance with this statement.

BORROWER(S)

Jefferson County

By: _____

SELLER(S)

JASON CHAMPAGNE

BRANDY CHAMPAGNE

SETTLEMENT COORDINATOR

Janna Henry

Jefferson County
American Rescue Plan Act Obligated Project

Advance Funds Drawdown Request Form

Project Owner

Nutrition Services for Seniors

Project Name / Description

Parking Lot Rehabilitation and Expansion

Primary Project Contact/Requester & Title

Janci Kimball

Mailing Address

4590 Concord Road
Beaumont, TX 77703

Request Breakdown

Year:	<input type="text" value="2024"/>	Advance Drawdown Request Amount:	<input type="text" value="\$ 242,120.00"/>
Quarter:	<input type="text" value="4th"/>	Validated Total:	<input type="text" value="\$ 0.00"/>
Total Award:	<input type="text" value="\$ 242,120.00"/>	Validated Balance this request:	<input type="text" value="\$ 242,120.00"/>

Please Itemize Cost Estimates/Invoices Covered by this draw down request

Expense Item Description	Est Amount	Validated Actual
1 Construction performed for the month of November 2024	<input type="text" value="\$ 152,981.00"/>	<input type="text"/>
2 Balance to finish construction	<input type="text" value="\$ 89,139.00"/>	<input type="text"/>
3	<input type="text"/>	<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:

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.

Janci Kimball / CEO
Requester Signature & Title

12/4/2024
Date



LAWCO
 Port Neches, TX
 PO Box 116
 TX 77651

Invoice

Date	Invoice #
11/24/2024	212

Bill To
Nutrition Services for Seniors

P.O. No.	Terms	Project

Item	Description	Est Amt	Prior Amt	Prior %	Qty	Rate	Curr %	Total %	Amount
02.10 De...	Demo and Remove existing Concrete	21,505.00			468	23.00	50.05%	50.05%	10,764.00
02 Site ...	Area E per plan	4,320.00			36	120.00	100.00%	100.00%	4,320.00
02 Site ...	Area F per plan	19,080.00			159	120.00	100.00%	100.00%	19,080.00
02 Site ...	Area G per plan	13,920.00			116	120.00	100.00%	100.00%	13,920.00
02 Site ...	Area H per plan	18,720.00			156	120.00	100.00%	100.00%	18,720.00
02 Site ...	Clearing, Grubbing, Grading	9,000.00			1	9,000.00	100.00%	100.00%	9,000.00
02 Site ...	6 inch New Parking	59,184.00			822	72.00	100.00%	100.00%	59,184.00
02 Site ...	10 inch Select Fill	11,508.00			822	14.00	100.00%	100.00%	11,508.00
02 Site ...	Sidewalk per plan	3,485.00			17	205.00	100.00%	100.00%	3,485.00
02 Site ...	Truck Washout	500.00			1	500.00	100.00%	100.00%	500.00
02 Site ...	Silt Control	500.00			1	500.00	100.00%	100.00%	500.00
02 Site ...	Mob, Bond, Insurance	2,000.00			1	2,000.00	100.00%	100.00%	2,000.00

Total								\$152,981.00
--------------	--	--	--	--	--	--	--	--------------

Payments/Credits	\$0.00
-------------------------	--------

Balance Due	\$152,981.00
--------------------	--------------

Jamci Kumball/CEO
 12/4/2024

NAME	AMOUNT	CHECK NO. 205	TOTAL
JURY FUND			
DAWN DONUTS	43.50	523814	43.50**
ROAD & BRIDGE PCT.#1			
SPIDLE & SPIDLE	2,968.81	523705	
M&D SUPPLY	28.72	523732	
ACE IMAGEWEAR	75.22	523743	
SOUTHERN TIRE MART, LLC	32.50	523754	
FUNCTION 4 LLC	31.00	523823	
MASSEY SERVICES INC	40.00	523869	3,176.25**
ROAD & BRIDGE PCT.#2			
CITY OF NEDERLAND	87.48	523713	
ENTERGY	226.76	523724	
FUNCTION 4 LLC	31.00	523823	345.24**
ROAD & BRIDGE PCT. # 3			
ENTERGY	443.70	523724	
AT&T	53.87	523746	
FUNCTION 4 LLC	62.00	523823	559.57**
ROAD & BRIDGE PCT.#4			
ENTERGY	986.95	523724	
SHOPPA'S FARM SUPPLY	201.00	523809	
FUNCTION 4 LLC	52.00	523823	
CELLGATE	117.00	523863	1,356.95**
ENGINEERING FUND			
FUNCTION 4 LLC	62.00	523823	62.00**
PARKS & RECREATION			
ENTERGY	126.42	523724	126.42**
GENERAL FUND			
JEFFERSON CTY. CLERK	2,061.83	523703	2,061.83*
TAX OFFICE			
AT&T	105.36	523747	
UNITED STATES POSTAL SERVICE	291.83	523771	
KATHLEEN SPENCER	208.00	523811	
FUNCTION 4 LLC	155.00	523823	760.19*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	3.45	523771	
FUNCTION 4 LLC	31.00	523823	
GOVERNMENTJOBS.COM INC	22,262.00	523875	22,296.45*
AUDITOR'S OFFICE			
SOUTHEAST TEXAS WATER	39.95	523744	
UNITED STATES POSTAL SERVICE	1.38	523771	
FUNCTION 4 LLC	31.00	523823	
ODP BUSINESS SOLUTIONS, LLC	129.97	523849	202.30*
COUNTY CLERK			
THE EXAMINER	75.00	523716	
FED EX	89.61	523717	
TEXAS ASSOCIATION OF COUNTIES	150.00	523749	
UNITED STATES POSTAL SERVICE	109.30	523771	
FUNCTION 4 LLC	93.00	523823	516.91*
COUNTY JUDGE			

NAME	AMOUNT	CHECK NO. ²⁰⁶	TOTAL
KATY LEIGH CORCORAN	500.00	523793	
HARVEY L WARREN III	500.00	523794	
MONTGOMERY COUNTY CLERK	425.00	523802	
FUNCTION 4 LLC	31.00	523823	1,456.00*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	.97	523771	
FUNCTION 4 LLC	31.00	523823	31.97*
COUNTY TREASURER			
FUNCTION 4 LLC	62.00	523823	62.00*
PRINTING DEPARTMENT			
FUNCTION 4 LLC	350.00	523823	350.00*
PURCHASING DEPARTMENT			
FUNCTION 4 LLC	31.00	523823	31.00*
GENERAL SERVICES			
INTERFACE EAP, INC	1,351.35	523753	
VERIZON WIRELESS	303.92	523768	
MILLIMAN	4,250.00	523790	5,905.27*
DATA PROCESSING			
FUNCTION 4 LLC	31.00	523823	31.00*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	508.29	523771	
FUNCTION 4 LLC	31.00	523823	539.29*
ELECTIONS DEPARTMENT			
ELECTION SYSTEMS & SOFTWARE LLC	17,039.83	523757	
UNITED STATES POSTAL SERVICE	5.63	523771	
AT&T MOBILITY	2,212.82	523813	
FUNCTION 4 LLC	31.00	523823	
ODP BUSINESS SOLUTIONS, LLC	11.89	523849	19,301.17*
DISTRICT ATTORNEY			
THE EXAMINER	75.00	523716	
GT DISTRIBUTORS, INC.	3,411.73	523719	
NELL MCCALLUM & ASSOC., INC.	359.00	523733	
UNITED STATES POSTAL SERVICE	24.93	523771	
SCANSTAT TECHNOLOGIES	108.01	523796	
FUNCTION 4 LLC	155.00	523823	
ODP BUSINESS SOLUTIONS, LLC	79.56	523849	4,213.23*
DISTRICT CLERK			
UNITED STATES POSTAL SERVICE	292.90	523771	
FUNCTION 4 LLC	31.00	523823	
TEXAS ASSOCIATION OF COUNTIES	205.00	523826	
CHAPMAN VENDING	183.80	523843	
ODP BUSINESS SOLUTIONS, LLC	822.17	523849	
AMAZON CAPITAL SERVICES	61.95	523855	
AERIALINK	280.63	523872	1,877.45*
CRIMINAL DISTRICT COURT			
EDWARD B. GRIPON, M.D., P.A.	1,590.00	523722	
ADA V. CHRISTY, CSR	2,271.50	523778	
FUNCTION 4 LLC	62.00	523823	
ODP BUSINESS SOLUTIONS, LLC	341.86	523849	
BENJAMIN ALAN JEFFERIES	800.00	523859	5,065.36*
58TH DISTRICT COURT			

NAME	AMOUNT	CHECK NO. 207	TOTAL
FUNCTION 4 LLC	31.00	523823	31.00*
60TH DISTRICT COURT			
TONYA JACKSON	465.00	523783	
FUNCTION 4 LLC	31.00	523823	496.00*
136TH DISTRICT COURT			
FUNCTION 4 LLC	31.00	523823	31.00*
172ND DISTRICT COURT			
FUNCTION 4 LLC	31.00	523823	31.00*
252ND DISTRICT COURT			
TODD W LEBLANC	1,712.50	523704	
DOUGLAS M. BARLOW, ATTORNEY AT LAW	3,375.00	523709	
KIRKSEY'S SPRINT PRINTING	24.95	523731	
SUMMER TANNER	7,436.00	523785	
M.K. HAMZA, PHD, P.A.	1,600.00	523804	
FUNCTION 4 LLC	62.00	523823	
AMAZON CAPITAL SERVICES	5,026.23	523855	19,236.68*
279TH DISTRICT COURT			
LANGSTON ADAMS	770.00	523777	
JOEL WEBB VAZQUEZ	1,540.00	523781	
KIMBERLY PHELAN, P.C.	1,980.00	523784	
TONYA CONNELL TOUPS	550.00	523786	
REAUD MORGAN & QUINN LLP	55.00	523792	
BRITTANIE HOLMES	1,430.00	523803	
FUNCTION 4 LLC	31.00	523823	
JULLIANA REYES	330.00	523830	
ALICIA K HALL PLLC	110.00	523838	6,796.00*
317TH DISTRICT COURT			
ANITA F. PROVO	325.00	523738	
NATHAN REYNOLDS, JR.	330.00	523739	
UNITED STATES POSTAL SERVICE	.69	523771	
GLEN M. CROCKER	700.00	523774	
KIMBERLY PHELAN, P.C.	220.00	523784	
FUNCTION 4 LLC	31.00	523823	1,606.69*
JUSTICE COURT-PCT 1 PL 1			
FUNCTION 4 LLC	31.00	523823	31.00*
JUSTICE COURT-PCT 1 PL 2			
UNITED STATES POSTAL SERVICE	21.39	523771	
FUNCTION 4 LLC	31.00	523823	52.39*
JUSTICE COURT-PCT 2			
THOMSON REUTERS-WEST	137.38	523806	
LINDENMEYR MUNROE	146.10	523842	283.48*
JUSTICE COURT-PCT 4			
FUNCTION 4 LLC	31.00	523823	31.00*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	24.71	523771	
SIERRA SPRING WATER CO. - BT	30.48	523772	
FUNCTION 4 LLC	31.00	523823	86.19*
JUSTICE COURT-PCT 7			
KIRKSEY'S SPRINT PRINTING	49.90	523731	49.90*
JUSTICE OF PEACE PCT. 8			

NAME	AMOUNT	CHECK NO. 208	TOTAL
THOMSON REUTERS-WEST	137.38	523806	
FUNCTION 4 LLC	31.00	523823	
ODP BUSINESS SOLUTIONS, LLC	190.12	523849	
AMAZON CAPITAL SERVICES	32.04	523855	
COUNTY COURT AT LAW NO.1			390.54*
UNITED STATES POSTAL SERVICE	2.76	523771	
FUNCTION 4 LLC	31.00	523823	
CHAPMAN VENDING	58.95	523843	
COUNTY COURT AT LAW NO. 2			92.71*
MARVA PROVO	825.00	523737	
NATHAN REYNOLDS, JR.	250.00	523739	
UNITED STATES POSTAL SERVICE	1.38	523771	
FUNCTION 4 LLC	31.00	523823	
COUNTY COURT AT LAW NO. 3			1,107.38*
FUNCTION 4 LLC	31.00	523823	
COURT MASTER			31.00*
FUNCTION 4 LLC	31.00	523823	
RICHARD D HUGHES ATTORNEY AT LAW	1,450.00	523841	
MEDIATION CENTER			1,481.00*
FUNCTION 4 LLC	31.00	523823	
COMMUNITY SUPERVISION			31.00*
FUNCTION 4 LLC	124.00	523823	
SHERIFF'S DEPARTMENT			124.00*
J.S. EDWARDS & SHERLOCK INS. AGENCY	142.00	523715	
FED EX	21.17	523718	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	1,110.00	523728	
AT&T	53.22	523746	
UNITED STATES POSTAL SERVICE	2,656.84	523771	
FIVE STAR FEED	251.80	523779	
THOMSON REUTERS-WEST	558.18	523806	
3L PRINTING COMPANY	420.00	523815	
FUNCTION 4 LLC	310.00	523823	
STALKER RADAR	80.00	523828	
COTTON CARGO	796.72	523834	
CRIME LABORATORY			6,399.93*
FUNCTION 4 LLC	31.00	523823	
ODP BUSINESS SOLUTIONS, LLC	180.32	523849	
JAIL - NO. 2			211.32*
ENERGY	36,873.18	523724	
FUNCTION 4 LLC	217.00	523823	
JUVENILE PROBATION DEPT.			37,090.18*
UNITED STATES POSTAL SERVICE	4.83	523771	
SHANNA CITIZEN	30.82	523776	
ROXANA MITCHELL	186.93	523812	
FUNCTION 4 LLC	93.00	523823	
TY-JUNEA JONES	34.17	523844	
LAQUITA TORRES	93.80	523861	
JUVENILE DETENTION HOME			443.55*
ENERGY	4,872.93	523724	
BEN E KEITH COMPANY	3,401.35	523780	
FUNCTION 4 LLC	31.00	523823	

NAME	AMOUNT	CHECK NO.	TOTAL
FLOWERS BAKING COMPANY OF HOUSTON	74.24	523852	8,379.52*
CONSTABLE PCT 1			
UNITED STATES POSTAL SERVICE	.69	523771	31.69*
FUNCTION 4 LLC	31.00	523823	
CONSTABLE-PCT 2			
POSTMASTER	120.00	523736	120.00*
CONSTABLE-PCT 4			
FUNCTION 4 LLC	31.00	523823	387.87*
ODP BUSINESS SOLUTIONS, LLC	356.87	523849	
CONSTABLE-PCT 6			
CASH ADVANCE ACCOUNT	503.44	523730	688.48*
UNITED STATES POSTAL SERVICE	16.66	523771	
THOMSON REUTERS-WEST	137.38	523806	
FUNCTION 4 LLC	31.00	523823	
CONSTABLE PCT. 8			
FUNCTION 4 LLC	31.00	523823	31.00*
COUNTY MORGUE			
PROCTOR'S MORTUARY INC	6,500.00	523795	6,500.00*
AGRICULTURE EXTENSION SVC			
SECRETARY OF STATE - NOTARY PUBLIC	21.00	523742	703.44*
DAVID OATES	126.63	523816	
FUNCTION 4 LLC	31.00	523823	
SE DIST 9 EXT ASSOC OF FAMILY &	35.00	523845	
ODP BUSINESS SOLUTIONS, LLC	465.83	523849	
AMAZON CAPITAL SERVICES	23.98	523855	
HEALTH AND WELFARE NO. 1			
ENTERGY	140.00	523725	4,359.10*
UNITED STATES POSTAL SERVICE	39.69	523771	
FUNCTION 4 LLC	62.00	523823	
EZEA D EDE MD	3,140.91	523839	
TEXAS MEDICAL LIABILITY TRUST	976.50	523840	
HEALTH AND WELFARE NO. 2			
GABRIEL FUNERAL HOME, INC.	900.00	523720	5,349.57*
ENTERGY	70.00	523726	
FUNCTION 4 LLC	62.00	523823	
EZEA D EDE MD	3,140.91	523839	
TEXAS MEDICAL LIABILITY TRUST	976.50	523840	
CHARTER COMMUNICATIONS	200.16	523847	
NURSE PRACTITIONER			
FUNCTION 4 LLC	31.00	523823	31.00*
CHILD WELFARE UNIT			
TEXAS FAMILY CARE NETWORK	47,500.00	523876	47,500.00*
ENVIRONMENTAL CONTROL			
AT&T	51.47	523746	82.47*
FUNCTION 4 LLC	31.00	523823	
INDIGENT MEDICAL SERVICES			
DUVALL'S RV LLC	322.18	523825	

NAME	AMOUNT	CHECK NO. 210	TOTAL
OUTCOMES OPERATING INC	156.96	523866	
MAINTENANCE-BEAUMONT			479.14*
CERTIFIED LABORATORIES	984.45	523710	
CITY OF BEAUMONT - WATER DEPT.	157.27	523711	
COBURN SUPPLY COMPANY INC	480.58	523714	
W.W. GRAINGER, INC.	3,362.44	523721	
ENTERGY	4,714.97	523724	
SANITARY SUPPLY, INC.	80.56	523741	
ACE IMAGEWEAR	271.62	523743	
WORTH HYDROCHEM OF THE GULF COAST	290.00	523752	
LANDSCAPER'S WHOLESALE MARKET	29.70	523798	
FUNCTION 4 LLC	31.00	523823	
G&G PEST CONTROL	3,682.11	523856	
AAA ACTION SEPTIC SERVICE LLC	425.00	523864	
MAINTENANCE-PORT ARTHUR			14,509.70*
AUTOMATIC DOOR SERVICE	1,367.00	523708	
CITY OF PORT ARTHUR - WATER DEPT.	962.02	523712	
AT&T	544.56	523746	
SOLAR	34.11	523773	
LOWE'S HOME CENTERS, INC.	125.26	523775	
INLAND TECHNOLOGY INCORPORATED	3,400.00	523789	
CAT5 RESOURCES LLC	2,119.33	523810	
FUNCTION 4 LLC	93.00	523823	
ODP BUSINESS SOLUTIONS, LLC	92.36	523849	
PARKER'S BUILDING SUPPLY	114.74	523854	
MASSEY SERVICES INC	110.00	523869	
MAINTENANCE-MID COUNTY			8,962.38*
CITY OF NEDERLAND	155.53	523713	
ENTERGY	447.10	523724	
FUNCTION 4 LLC	31.00	523823	
SERVICE CENTER			633.63*
SPIDLE & SPIDLE	8,728.92	523705	
J.K. CHEVROLET CO.	880.69	523727	
M&D SUPPLY	41.16	523732	
PHILPOTT MOTORS, INC.	318.35	523735	
JEFFERSON CTY. TAX OFFICE	7.50	523759	
JEFFERSON CTY. TAX OFFICE	7.50	523760	
JEFFERSON CTY. TAX OFFICE	7.50	523761	
JEFFERSON CTY. TAX OFFICE	7.50	523762	
JEFFERSON CTY. TAX OFFICE	7.50	523763	
JEFFERSON CTY. TAX OFFICE	7.50	523764	
JEFFERSON CTY. TAX OFFICE	7.50	523765	
JEFFERSON CTY. TAX OFFICE	7.50	523766	
JEFFERSON CTY. TAX OFFICE	7.50	523767	
BUMPER TO BUMPER	3,006.16	523782	
AMERICAN TIRE DISTRIBUTORS	636.96	523791	
MIGHTY OF SOUTHEAST TEXAS	1,506.79	523799	
PRO CHEM INC	231.58	523801	
ADVANCE AUTO PARTS	129.62	523805	
SILSBEE FORD INC	354.31	523807	
CINTAS CORPORATION	157.73	523817	
DENNIS LOWE	151.43	523818	
MIDNIGHT AUTO	149.95	523819	
FUNCTION 4 LLC	31.00	523823	
O'REILLY AUTO PARTS	258.66	523831	
ODP BUSINESS SOLUTIONS, LLC	68.97	523849	
MUNRO'S UNIFORM SERVICES, LLC	389.92	523851	
MASSEY SERVICES INC	40.00	523869	
TILLS TOOLS	622.45	523873	
VETERANS SERVICE			17,772.15*
FUNCTION 4 LLC	62.00	523823	
ODP BUSINESS SOLUTIONS, LLC	211.87	523849	
MOSQUITO CONTROL FUND			273.87*
			257,661.37**

NAME	AMOUNT	CHECK NO. ²¹¹	TOTAL
AT&T	79.04	523748	
FUNCTION 4 LLC	31.00	523823	
CHARTER COMMUNICATIONS	88.43	523846	198.47**
FAMILY GROUP CONFERENCING			
FUNCTION 4 LLC	31.00	523823	31.00**
J.C. FAMILY TREATMENT			
MARY BEVIL	1,232.00	523837	
BEAUMONT OCCUPATIONAL SERVICES	300.00	523857	1,532.00**
SECURITY FEE FUND			
ALLIED UNIVERSAL SECURITY SERVICES	10,061.94	523835	10,061.94**
LAW LIBRARY FUND			
FUNCTION 4 LLC	31.00	523823	31.00**
EMPG GRANT			
SOUTHEAST TEXAS WATER	38.70	523745	
FUNCTION 4 LLC	31.00	523823	69.70**
JUVENILE PROB & DET. FUND			
NISHA AMIN	830.00	523787	830.00**
GRANT A STATE AID			
TCSI, LLC	27.68	523836	27.68**
COMMUNITY SUPERVISION FND			
UNITED STATES POSTAL SERVICE	30.36	523771	
JCCSC	512.00	523797	
FUNCTION 4 LLC	62.00	523823	
ODP BUSINESS SOLUTIONS, LLC	326.97	523849	931.33**
COMMUNITY CORRECTIONS PRG			
M&D SUPPLY	18.15	523732	
FUNCTION 4 LLC	31.00	523823	49.15**
DRUG DIVERSION PROGRAM			
FUNCTION 4 LLC	31.00	523823	31.00**
LAW OFFICER TRAINING GRT			
ENTERGY	304.67	523724	304.67**
COUNTY CLERK - RECORD MGT			
DLT SOLUTIONS LLC	58,731.67	523706	58,731.67**
COUNTY RECORDS MANAGEMENT			
UNITED STATES POSTAL SERVICE	.69	523771	.69**
HOTEL OCCUPANCY TAX FUND			
CITY OF BEAUMONT - WATER DEPT.	677.93	523711	
FUNCTION 4 LLC	31.00	523823	708.93**
DISTRICT CLK RECORDS MGMT			
FUNCTION 4 LLC	62.00	523823	62.00**
GLO DISASTER GRANT HOME			

NAME	AMOUNT	CHECK NO. 212	TOTAL
GRIFFITH MOSELEY JOHNSON & ASSOCIAT	9,000.00	523808	9,000.00**
AIRPORT FUND			
CITY OF NEDERLAND	374.45	523713	
OVERHEAD DOOR CO.	274.50	523734	
FASTENAL	394.34	523755	
FUNCTION 4 LLC	62.00	523823	
IMAGE 360 BEAUMONT	1,055.26	523829	
TITAN AVIATION FUELS	63,648.61	523832	
MUNRO'S UNIFORM SERVICES, LLC	114.63	523851	
RALPH'S INDUSTRIAL ELECTRONICS SUPP	7.21	523853	
TOWN AND COUNTRY FORD	5,063.05	523865	
DYNE FIRE PROTECTION LABS LLC	540.00	523871	71,534.05**
SE TX EMP. BENEFIT POOL			
EXPRESS SCRIPTS INC	304,524.90	523827	
NEUROMUSCULAR CORPORATE SOLUTIONS	15,750.00	523833	
SECURIAN LIFE INSURANCE COMPANY	8,035.09	523867	328,309.99**
LIABILITY CLAIMS ACCOUNT			
JEFFERSON CTY - WORKERS COMP	1,261.66	523862	1,261.66**
WORKER'S COMPENSATION FD			
JEFFERSON CTY - WORKERS COMP	25,832.56	523862	25,832.56**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	17,936.23	523685	
CLEAT	5,097.00	523686	
JEFFERSON CTY. TREASURER	13,557.86	523687	
INTERNAL REVENUE SERVICE	208.00	523688	
JEFFERSON CTY. COMMUNITY SUP.	6,279.07	523689	
JEFFERSON CTY. TREASURER - HEALTH	576,132.67	523690	
JEFFERSON CTY. TREASURER - GENERAL	10.00	523691	
JEFFERSON CTY. TREASURER - PAYROLL	2,227,925.47	523692	
JEFFERSON CTY. TREASURER - PAYROLL	740,396.69	523693	
POLICE & FIRE FIGHTERS' ASSOCIATION	2,999.10	523694	
JEFFERSON CTY. TREASURER - TCDRS	882,311.34	523695	
JEFFERSON COUNTY TREASURER	3,836.42	523696	
JEFFERSON COUNTY - TREASURER -	10,051.35	523697	
NECHES FEDERAL CREDIT UNION	30,772.43	523698	
DEPARTMENT OF CHILDREN AND FAMILY	126.00	523699	
JEFFERSON COUNTY - NATIONWIDE	57,523.08	523700	
ALLSTATE BENEFITS	6,419.53	523701	
CHUBB	6,260.04	523702	
JEFFERSON CTY. TREASURER - PAYROLL	14,143.30	523877	
JEFFERSON CTY. TREASURER - PAYROLL	29.90	523878	4,602,015.48**
LANGUAGE ACCESS FUND			
RUBEN ZAPATA	800.00	523858	
MARIA MORRELL	200.00	523874	1,000.00**
ARPA CORONAVIRUS RECOVERY			
MEEKER MUNICIPAL WATER DISTRICT	149,530.00	523707	
JEFFERSON CTY. WATER DISTRICT #10	3,650,000.00	523758	
LEGACY COMMUNITY DEVELOPMENT CORP	17,691.44	523850	
FAMILY SERVICES OF SOUTHEAST TX INC	892,276.10	523860	
CARDINAL MEADOWS IMPROVEMENT DISTRI	64,850.00	523868	4,774,347.54**
J C ASSISTANCE DISTRICT 4			
ENTERGY	10.88	523724	10.88**
GUARDIANSHIP FEE			
FRIENDS FOR LIFE	2,800.00	523870	2,800.00**
APPELLATE JUDICIAL SYSTEM			

NAME	AMOUNT	CHECK NO. ²¹³	TOTAL
9TH COURT OF APPEALS	200.00	523788	200.00**
MARINE DIVISION			
CITY OF NEDERLAND	26.20	523713	
JACK BROOKS REGIONAL AIRPORT	216.91	523729	
RITTER @ HOME	569.99	523740	
TEXAS DEPT OF LICENSING &	20.00	523750	
TRI-CON, INC.	12,569.61	523751	
ADVANCED SYSTEMS & ALARM SERVICES,	60.00	523756	
VERIZON WIRELESS	151.96	523768	
INDUSTRIAL & COMMERCIAL MECHANICAL	388.00	523800	
VECTOR SECURITY	51.93	523824	14,054.60**
SHERIFF-SPINDLETOP GRANT			
VERIZON WIRELESS	114.39	523769	114.39**
			10,167,413.68***

STATE OF TEXAS
 COUNTY OF JEFFERSON
 CITY OF BEAUMONT

COUNTY JAIL WATER SERVICE AGREEMENT

WHEREAS, Jefferson County, Texas doing business in the State of Texas (herein "Customer"), and the City of Beaumont, a municipal corporation of the State of Texas (herein "City") entered into a Water Service Agreement (herein "Agreement") for the City to provide potable drinking water services and sanitary sewer services to the Jefferson County Correctional Facility.

WHEREAS, the City and the Customer desire to adopt this Agreement for the provision of potable drinking water services and sanitary sewer services to the Jefferson County Correctional Facility, located at 5030 U.S. 69, Beaumont, Texas 77705, and agree as follows:

WITNESSETH

I.

The Customer agrees to maintain, free of charge to the City, the water and sewer lines within its property.

II.

The City shall have the right to enter on the Customer's property or premises with 24-hour prior notice, unless in an emergency, for any purposes reasonably incidental to or necessitated by the terms and provisions of this Agreement. The City will abide by all Customer's site safety rules and other site access rules while on the Customer's property.

III.

The Customer agrees to install and maintain a UL approved RPZ (reduced pressure zone) backflow prevention device at the point of service (the meter). The City will give a variance of several feet so that the RPZ can be placed inside the fence for protection. The RPZ must be installed according to the requirements in City Ordinance 01-032, Section 28-57.12. The assembly must be tested upon installation and semi-annually by a certified tester.

IV.

The Customer agrees to install and maintain all appropriate required backflow and back siphonage prevention assembly devices deemed necessary by the Texas Commission on Environmental Quality regulations to protect the internal customers. The internal protection of the drinking water supplied to the Customer's employees and/or customers is the responsibility of the Customer. The City can provide guidance on proper cross-connection prevention upon request.

V.

The Customer agrees to comply with the applicable City Code of Ordinances including the following restrictions and unacceptable practices prohibited by State regulations:

1. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public drinking water supply by an air-gap or a reduced pressure-zone backflow prevention device.
2. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the installation of an air-gap or an approved backflow prevention device.

3. No connection which allows water to be returned to the public drinking water supply is permitted.
4. No pipe or pipe fitting which contains more than 0.25% lead may be used for the installation or repair of plumbing at any connection which provides water for human use.
5. No solder or flux which contains more than 0.2% lead shall be used for installation or repair of any water supply which provides water for human use.
6. In case of a shortage of water resulting from drought, the water to be distributed shall be divided in accordance with Texas Water Code, §11.039.

VI.

The City's Water Utilities Department will maintain a copy of this Agreement as long as the Customer and/or the premises are connected to the City's Water Utilities Department. Additional requirements are listed below:

1. The Customer shall have their property inspected for possible cross-connections and other potential contamination hazards. These inspections shall be conducted annually by a qualified inspector acceptable to the City's Water Utilities Department, or when there is reason to believe the cross-connection or other potential contamination hazards exist due to changes to the private water distribution facilities.
2. The Customer shall notify the City's Water Utilities Department in writing of any cross-connection or other potential contamination hazard that has been identified during the initial inspection or the annual re-inspection.
3. The Customer shall immediately remove or adequately isolate any potential cross-connections or other potential contamination hazards on their premises.
4. The Customer shall, at their expense, properly install, test annually, and maintain any backflow prevention device required by the City's Water Utilities

Department. Copies of all testing and maintenance records shall be provided to the City's Water Utilities Department by July 30 of each year or on the date of the annual testing schedule.

VII.

The Customer will be responsible for chlorine and coliform monitoring within each of the Units in accordance with State regulations and guidelines. The City will supply coliform sample bottles to the Customer, the Customer will collect the samples, and the City will perform the test. The Customer will perform the chlorine test and report results with the coliform sample collected to the City. If the Customer is identified as a Public Water Supply System by the State, then all testing and reporting requirements to the State as a Public Water Supply System will be the responsibility of the Customer. The City will provide annually to the Customer a copy of the Consumer Confidence Report for its distribution. In the event of a change in treatment or distribution such as utilizing treated water other than City supply, the Customer agrees to promptly report to the City. This is to include any violations of chlorine and/or coliform monitoring.

VIII.

The Customer is authorized to use a maximum of *70 gallons per minute* on a daily average or *100,800 gallons per day*. The rates applied by the City can be negotiated if the demand of the Customer changes.

IX.

The Customer agrees to comply with applicable City Code of Ordinances including the sewer use ordinance regarding the discharge of industrial wastewater. The Customer will only discharge wastewater when approved and authorized by the City in accordance with local, State, and Federal requirements as described in the wastewater discharge permit.

X.

The Customer agrees to pay to the City all charges for water and sewer service within thirty (30) days from the date of the statement from the City. In the event of failure of Customer to so pay said charges, City shall have the right, upon thirty (30) days' written notice to Customer, to refuse to provide potable water service to Customer.

XI.

The Customer will have the same rates for water and sewer services as established from time to time by the City Council for inside the City of Beaumont. In the event said rates are altered or amended by City Ordinance, the Customer agrees to pay said amended rates.

XII.

This Agreement shall be for a period of five (5) years from and after the latest date of execution.

XIII.

The Customer agrees to:

1. Adopt a resolution or take some other official action ratifying, affirming, and accepting the benefits and agreeing to the terms, conditions, and requirements of this Agreement; and,
2. Enter into such other or additional contracts or agreements as may be reasonably required to carry out the purpose and intent of this Agreement.

XIV.

The Customer may, from time to time, convey or assign this Agreement with respect to all or any part of the land contained within the Customer's property boundaries, and the assignee or assignees shall be bound by this Agreement. Upon prior approval by the City Council, of the assignee or assignees, and only upon the condition that the assignee or assignees assume the

liabilities, responsibilities, and obligations under this Agreement with respect to the land involved in the assignment or assignments, or as may be otherwise approved by the City Council.

In connection with this Agreement, official addresses for the notification shall be:


- A. City Manager
City of Beaumont
801 Main Street, Suite 300
Beaumont, Texas 77701
- B. County Judge
Jefferson County
1149 Pearl Street
Beaumont, Texas 77701

Any changes in said addresses may be made by notifying the other Party by certified mail of the new or changed contact person and/or address.

XI.

This Agreement represents the entire and integrated agreement between the City of Beaumont and Jefferson County and supersedes all prior negotiations, representations, or agreements, either oral or written.

This Agreement shall be adopted by resolution by both Parties and may be amended only by written instrument signed by both the City of Beaumont and Jefferson County, Texas.




 Jeff Brantley,
 County Judge

10.22.2024

 Date

SUBSCRIBED AND SWORN TO BEFORE ME on this the 22 day of, October 2024, to certify which witness my hand and official seal.





 Notary Public in and for the State of Texas

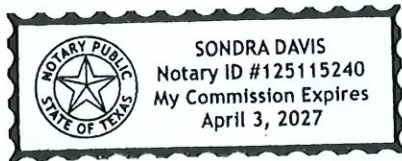
KW

Kenneth Williams,
City Manager

11-27-24

Date

SUBSCRIBED AND SWORN TO BEFORE ME on this the 27th day of November 2024,
to certify which witness my hand and official seal.



Sondra Davis

Notary Public in and for the State of Texas

RESOLUTION NO. 24-248

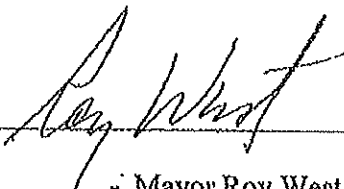
BE IT RESOLVED BY THE CITY COUNCIL
OF THE CITY OF BEAUMONT;

THAT the City Manager be and he is hereby authorized to execute a Water Service Agreement between the City of Beaumont and Jefferson County for the Jefferson County Jail Facility located at 5030 U.S. 69. The Water Service Agreement is for a five (5) year term and is substantially in the form attached hereto as Exhibit "A," and made a part hereof for all purposes.

The meeting at which this resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 15th day of October, 2024.




- Mayor Roy West -

**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 Branick
County Judge
Jefferson County, Texas

Date

SUBRECIPIENT

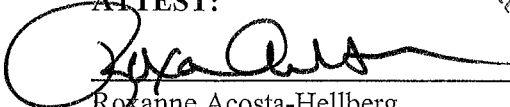


Arlene Greene
Executive Director
Land Manor, Inc.

12/5/24

Date

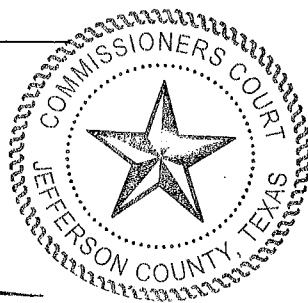
ATTEST:




Roxanne Acosta-Hellberg
County Clerk
Jefferson County, Texas

12/3/2024

Date



ATTEST:



Jessica Bean
Associate Executive Director
Land Manor, Inc.

12/5/24

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.

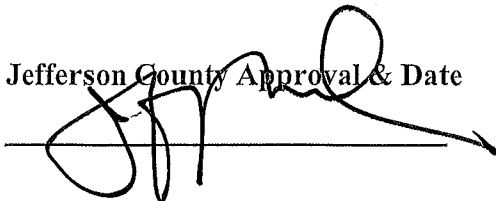
Project Goals / Intended Outcomes

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

Arlene Greene 12/5/24

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.

**COUNTY JUDGES AND COMMISSIONERS
ASSOCIATION OF TEXAS**
County Commissioner Continuing Education Transcript

Reporting Period: 1/1/2024 - 12/31/2024

Hon. Cary Erickson
Commissioner
Jefferson County
7759 Viterbo Rd
Beaumont, TX 77705-9297
Phone: (409) 835-8466
Fax: (409) 835-8466

ID:
12256
Term:
1/1/2023 - 12/31/2026

Date	Description	Earned Hours
1/1/2024	Excess hours carried from 2023	8.00
6/27/2024	2024 South Tx CJCA Conference	13.00
7/18/2024	2024 Annual North & East Conference	12.00
8/30/2024	2024 In Person Legislative Conference	9.50
Total Hours Earned: 42.50		

**You have met your 2024 Commissioner Statutory Continuing Education requirement.
You will carry forward 8.00 hours to the next reporting period.**

See Statute: Section 81.0025 Continuing Education, Local Government Code

Because continuing education sponsors are not required by law to report attendance to the Association, this transcript may not be a complete list of continuing education hours earned by the commissioner for this calendar year.



Print Date: 12/3/2024

12/10/2024

[Signature]

If this report does not agree with your records, please call Administrative Assistant at (512) 482-0701 or (800) 733-0699 or cjca@allison-bass.com

AMENDED TAX ABATEMENT AGREEMENT BETWEEN JEFFERSON COUNTY AND COASTAL CAVERNS 1, L.P. FOR PROPERTY LOCATED IN THE COASTAL CAVERNS REINVESTMENT ZONE

1. Jefferson County, Texas ("County") and Coastal Caverns 1, L.P. ("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. On September 20, 2022 Owner notified the County that Coastal Caverns 1, L.P. had merged with Energy Transfer Spindletop LLC and that, as the surviving entity, Energy Transfer Spindletop would assume the role of Owner, including all of the assets, contractual rights privileges and obligations of Coastal Caverns 1, L.P.

3. Owner has requested that the County modify the Agreement to start of construction date on Phases 3 – 5 of the Project, which are the subject of a separate abatement agreement, but which start date has implications for the tax abatement period for Phases 1 and 2.

4. 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.

5. Paragraph 5 of the Agreement relating to Owner Representations/Obligations is amended as follows:

5.c. Construct both phases of the Project with an estimated investment of \$111 million. If COMPANY has not commenced construction on phase two within 18 months of completion of phase one, COUNTY reserves the right to adjust the tax abatement schedule for the remaining years of this Agreement to reflect a schedule that is consistent with the investment and job creation. Further, COMPANY has represented that the phases subject to this Agreement are the first two of five phases of this Project (see project description, below). If COMPANY completes phases one and two, but fails to commence construction on phase three by December 31, 2025, the tax abatement schedule applicable to this Agreement will be reduced as reflected in the Tax Abatement Schedule, below. (See tax abatement schedule in original agreement.)

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 10th day of December, 2024

COUNTY:

[Signature]
JEFF R. BRANICK, COUNTY JUDGE

OWNER:

ATTEST [Signature]

DATE 12/10/2024



THURMAN BILL BARTIE, MAYOR
DONEANE BECKCOM, MAYOR PRO TEM



RON BURTON
CITY MANAGER

COUNCIL MEMBERS:
WILLIE BAE LEWIS
TIFFANY HAMILTON EEVERFIELD
HAROLD DOUCET
THOMAS KINLAW, III.
DONALD FRANK, SR.

SHERRI BELLARD, TRMC
CITY SECRETARY

ROXANN PAIS COTRONEO
CITY ATTORNEY

CERTIFICATION

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

I, Sherri Bellard, City Secretary of the City of Port Arthur, Texas, hereby certify that the attached is a full, true, and correct copy of **Resolution No. 24-476** the same appears of record in the City of Port Arthur, Texas; and that the City Secretary is the lawful possessor and- custodian of said document.

WITNESS MY HAND AND SEAL of office at my office in Port Arthur, this the 3rd day of December, 2024.

(SEAL)



Sherri Bellard, City Secretary TRMC

RESOLUTION NO. 24-476

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 LOCATED IN PORT ARTHUR, TEXAS, AT NO COST TO THE CITY OF PORT ARTHUR (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 located in Port Arthur, Texas; 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 located in Port Arthur, Texas, 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 located in Port Arthur, Texas, at no cost to the City of Port Arthur.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ARTHUR, TEXAS:

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 located in Port Arthur, Texas, at no cost to the City of Port Arthur, attached hereto as Exhibit "A".

THAT, a copy of the caption of this Resolution be spread upon the Minutes of the City Council.

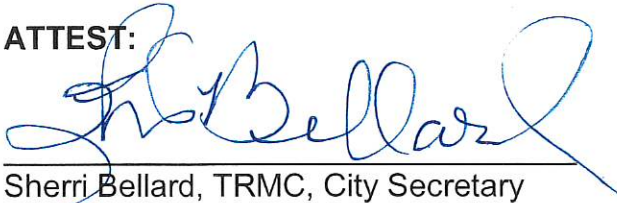
READ, ADOPTED, AND APPROVED this 3 day of December, A.D. 2024, at a Regular Meeting of the City Council of the City of Port Arthur, Texas, by the following vote: AYES:

Mayor: Bartie Mayor Pro Tom Beckcom;

Councilmembers: Lewis, Dacet, Kinlaw and Frank.

Noes: None


Thurman Bill Bartie, Mayor

ATTEST:

Sherri Bellard, TRMC, City Secretary

APPROVED AS TO FORM:



Roxann Pais Cotroneo, City Attorney

APPROVED FOR ADMINISTRATION:



Ronald "Ron" Burton, CPM, City Manager (AOC)

Exhibit “A”

Phase II (Small) MS4 Annual Report Form

TPDES General Permit Number **TXR040000**

A. General Information

Authorization Number: **TXR040129**

Reporting Year (year will be either 1, 2, 3, 4, or 5): **6**

Annual Reporting Year Option Selected by MS4:

Calendar Year: _____

Permit Year: _____

Fiscal Year: **X** Last day of fiscal year: (**September 30th**)

Reporting period beginning date: (month/date/year) **10/01/2023**

Reporting period end date: (month/date/year) **9/30/2024**

MS4 Operator Level: **2** Name of MS4: **Jefferson County**

Contact Name: **Michelle Falgout P.E.** Telephone Number: **(409) 835-8584**

Mailing Address: **1149 Pearl Street, Beaumont, TX 77701**

E-mail Address: **mfalgout@co.jefferson.tx.us**

A copy of the annual report was submitted to the TCEQ Region: YES **X** NO _____

Region the annual report was submitted to: TCEQ Region **10**

B. Status of Compliance with the MS4 GP and SWMP

1. Provide information on the status of complying with permit conditions:
(TXR040000 Part IV.B.2)

	Yes	No	Explain
Permittee is currently in compliance with the SWMP as submitted to and approved by the TCEQ.	X		All BMPs and measurable goals have been implemented during the current reporting period.
Permittee is currently in compliance with recordkeeping and reporting requirements.	X		All associated SWMP records and annual reporting requirements have been met for the current permit term
Permittee meets the eligibility requirements of the permit (e.g., TMDL requirements, Edwards Aquifer limitations, compliance history, etc.).	X		The permittee meets the eligibility requirements established in TPDES General Permit No. TXR040000.
Permittee conducted an annual review of its SWMP in conjunction with preparation of the annual report	X		Annual SWMP review was conducted on 3/18/2024.

2. Provide a general assessment of the appropriateness of the selected BMPs. You may use the table below to meet this requirement (**see Example 1 in instructions**):

MCM(s)	BMP	BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No and explain)
1	Flyers and Brochures	Yes, the distribution of flyers and brochures help educate the public on potential stormwater pollutants and provides the details on steps they can take to improve stormwater quality.

1	Education of Children	Yes, the development of materials for children helps educate them on potential stormwater pollutants and provides the details on steps they can take to improve stormwater quality.
1	Education of Construction Site Personnel	Yes, education of construction site personnel helps bring awareness of pollutants associated with construction activities.
1	Public Service Announcements	Yes, public service announcements help educate the public on potential stormwater pollutants and provides the details on steps they can take to improve stormwater quality.
1	SWMP Posting	Yes, making the SWMP available helps educate the public on their local stormwater management program and the associated implementation schedule.
1	Annual Report Posting	Yes, making the Annual Report available helps educate the public on the implementation status of their local stormwater management program.
1	SWMP Review	Yes, reviewing the SWMP annually helps ensure any necessary updates to the SWMP are made.
1	Public Meetings	Yes, public meetings help educate the public about their local stormwater management programs and gives them an opportunity to participate.
1	Stormwater Hotline	Yes, stormwater hotlines provide citizens with a mechanism to report illicit discharges, illegal dumping, spills, etc.
1	SWMP Public Notice	Yes, the public notice process helps educate the public about their local stormwater management programs and gives them an opportunity to participate.
1	Stormwater Quality Website	Yes, the development of a stormwater quality website helps educate the public on potential stormwater pollutants and provides them details on steps they can take to improve stormwater quality.

1	Educational Material Distribution	Yes, the distribution of stormwater quality educational materials at local community organization meetings helps educate the public on potential pollutants and provides them with details on steps they can take to improve stormwater quality.
2	MS4 Outfall Map	Yes, developing and maintaining a MS4 outfall map makes the illicit discharge detection and elimination program more effective.
2	MS4 Outfall Inspections	Yes, inspecting MS4 outfalls helps identify and eliminate illicit discharges.
2	Regulatory Mechanisms	Yes, having regulatory mechanisms/procedures in place helps encourage individuals to comply with stormwater quality regulations.
2	MS4 Field Staff Training	Yes, MS4 field staff training helps educate permittee employees on how to properly identify and eliminate stormwater pollutants.
2	IDDE Procedures	Yes, the development and implementation of IDDE procedures makes the Illicit Discharge program more effective.
2	Public Reporting	Yes, providing the public with instructions on how to properly report potential stormwater quality concerns helps identify and eliminate illicit discharges more effectively.
3	Construction Site Plan Review	Yes, reviewing construction site plans for the inclusion of appropriate structural controls helps reduce the amount of pollutants being discharged from construction sites.

3	Plan Review, Inspection, and Enforcement Procedures	Yes, developing standard operating procedures that address plan review, inspections, and enforcement actions related to permittee owned construction sites helps reduce the amount of pollutants being discharged to the MS4.
3	Construction Site Inspection/Enforcement	Yes, inspecting construction sites for proper installation/maintenance of structural controls helps reduce the amount of pollutants being discharged to the MS4.
3	Regulatory Mechanisms	Yes, referral of stormwater quality issues to adjacent MS4 operators or the TCEQ Regional Office helps reduce the amount of pollutants being discharged from construction activities.
3	Public Reporting	Yes, providing the public with instructions on how to properly report potential stormwater quality concerns helps reduce the amount of pollutants being discharged from construction activities.
3	MS4 Staff Training	Yes, MS4 staff training helps educate permittee employees on how to properly identify and eliminate stormwater pollutants.
4	Development Project Plan Review	Yes, reviewing development plans for the inclusion of appropriate post construction controls helps reduce the amount of pollutants being discharged to the MS4.
4	Regulatory Mechanisms	Yes, referral of stormwater quality issues to adjacent MS4 operators or the TCEQ Regional Office helps reduce the amount of pollutants being discharged to the MS4.
4	Post Construction Control Inspections	Yes, inspecting permittee owned permanent structural controls helps reduce the amount of pollutants being discharged to the MS4.
4	Post Construction Procedures	Yes, developing standard operating procedures that address documentation of enforcement actions and long-term operation/maintenance of post construction stormwater control measures helps reduce the amount of pollutants being discharged to the MS4.

5	MS4 Facility Inventory	Yes, developing an inventory of permittee owned facilities within the urbanized area helps identify potential sources of stormwater pollution.
5	Employee Training Program	Yes, conducting employee training helps educate permittee employees on how to properly identify and eliminate stormwater pollutants.
5	Waste Disposal Procedures	Yes, development of standard operating procedures on the proper disposal of waste helps reduce the amount of floatables and other pollutants being discharged to the storm sewer system.
5	Contractor Oversight Procedures	Yes, the development and implementation of contractor oversight procedures helps reduce the amount of pollutants being discharged by contractors performing maintenance activities on behalf of the permittee.
5	Operation and Maintenance Activities	Yes, maintaining a general pollution prevention plan at each permittee owned facility helps ensure that appropriate BMPs are being implemented to reduce the amount of pollutants being discharged.
5	Facility Inspections	Yes, inspecting permittee owned facilities helps ensure that appropriate BMPs are being implemented to reduce the amount of pollutants being discharged.
5	Waste/Debris Collection	Yes, conducting waste/debris collection helps reduce the amount of floatables being discharged to the storm sewer system.
5	Municipal Operation Procedures	Yes, developing standard operating procedures for inspecting/maintaining structural controls at municipal facilities and for employee training helps make permittee employees more aware of pollutants of concern that could be discharged to the storm sewer system.

3. Describe progress towards achieving the goal of reducing the discharge of pollutants to the MEP. If no progress was made or the BMP did not result in a reduction in pollutants, provide an explanation. Use the table below to meet this requirement (**see Example 2 in instructions**):

MCM	BMP	Information Used	Quantity	Units	Does the BMP Demonstrate a Direct Reduction in Pollutants? (Answer Yes or No and explain)
1	Flyers and Brochures	number of materials developed and/or maintained on website	240 stormwater quality brochures, 240 pet waste brochures	materials	No, while the BMP does not result in a direct reduction in pollution, public education is expected to indirectly reduce pollutants by increasing awareness about stormwater quality issues.
1	Education of Children	number of materials developed	120 stormwater coloring books	coloring books	No, while the BMP does not result in a direct reduction in pollution, public education is expected to indirectly reduce pollutants by increasing awareness about stormwater quality issues.
1	Education of Construction Site Personnel	number of educational materials or guidance documents developed and/or maintained on website	1 guidance document/ 240 stormwater quality brochures/ stormwater website	materials	No, while the BMP does not result in a direct reduction in pollution, public education is expected to indirectly reduce pollutants by increasing awareness about stormwater quality issues.
1	Public Service Announcements	number of different PSAs being maintained on the County's stormwater website	4 PSAs on stormwater quality website	materials	No, while the BMP does not result in a direct reduction in pollution, public education is expected to indirectly reduce pollutants by increasing awareness about stormwater quality issues.

1	SWMP Posting	stormwater quality website with SWMP posted	SWMP made available on stormwater quality website	location	No, while the BMP does not result in a direct reduction in pollution, public education is expected to indirectly reduce pollutants by increasing awareness about stormwater quality issues.
1	Stormwater Hotline	number of phone calls received regarding stormwater quality issues	0	phone calls	Yes, receiving and responding to phone calls concerning illicit discharges allows the permittee to make appropriate corrections to the storm sewer system.
2	MS4 Outfall Inspections	percentage of outfalls inspected	approximately 20% of the total outfalls were inspected	percentage	Yes, locating and eliminating illicit discharges represents a direct reduction in pollutants.
2	Regulatory Mechanisms	number of referrals	0	referrals	Yes, implementation of local illicit discharge regulatory mechanisms represents a direct reduction in pollutants.
3	Construction Site Plan Review	number of permittee owned plans reviewed	0	plans	Yes, reviewing construction plans the result in the disturbance of greater than or equal to one acre, or are part of a common plan of development or sale ensures that appropriate structural controls are being used to reduce pollution.
3	Construction Site Inspection/ Enforcement	number of inspections	6	inspection	Yes, inspecting construction sites ensures that appropriate controls are in place and functioning properly to reduce pollution.
3	Regulatory Mechanisms	number of referrals	0	referrals	Yes, implementation of local regulatory mechanisms represents a direct reduction in pollutants.

4	Development Project Plan Review	number of plans reviewed	0	plans	Yes, reviewing construction plans ensures that appropriate post construction controls are being used to reduce pollution.
4	Regulatory Mechanisms	number of referrals	0	referrals	Yes, implementation of local regulatory mechanisms represents a direct reduction in pollutants.
5	Waste/Debris Collection	estimated volume of waste/debris collected	100	cubic yards	Yes, conducting waste/debris collection reduces the amount of floatables and other stormwater pollutants.

4. Provide the measurable goals for each of the MCMs, and an evaluation of the success of the implementation of the measurable goals (**see Example 3 in instructions**):

MCM(s)	Measurable Goal(s)	Explain progress toward goal or how goal was achieved. If goal was not accomplished, please explain.
1	Develop or maintain on the stormwater website at least 2 types of flyers/brochures per year	Goal Met; developed 240 stormwater quality brochures and 240 pet waste brochures. Additionally, all materials are maintained on the stormwater website.
1	Develop at least 1 type of educational material annually for children	Goal Met; developed 120 stormwater coloring books.
1	Make available annually on stormwater website at least 1 guidance document or brochure on construction site runoff issues	Goal Exceeded; guidance document, brochure, and stormwater quality website made available to construction site personnel.
1	Maintain at least 1 PSA on the County's stormwater website annually to educate the public about water quality	Goal Met; 4 PSAs maintained on stormwater quality website.

1	Post a copy of the SWMP on the County's stormwater website no later than 30 days after the TCEQ approval date	Goal Met; SWMP posted on the County's stormwater website at www.txms4.com/jefferson .
1	Annually post a copy of the most recent annual report on the stormwater website no later than 30 days after the due date	Goal Met; annual report for FY 2023 was posted on the stormwater website within 30 days of the due date.
1	Conduct annual review of SWMP and perform any necessary updates	Goal Met; SWMP review conducted on 3/18/2024.
1	Conduct at least 1 public involvement session per permit term	Goal Met; virtual public involvement session was conducted from July 1, 2022 – July 31, 2022.
1	Develop or maintain on the stormwater website at least 2 types of materials/media per year that informs the public about reporting stormwater quality concerns	Goal Met; 2 types of brochures and stormwater quality website were made available.
1	Comply with TCEQ public notice requirements for the TXR040000 permit renewal process	Goal Met; TCEQ public notice requirements were met for the current permit term.
1	Maintain and make available annually a stormwater quality website	Goal Met; website updates/maintenance was conducted on 1/18/2024. The stormwater quality website had 254 site visits during the reporting period.

1	Maintain collection of education materials on the stormwater quality website annually for local community organizations to view	Goal Met; a collection of educational materials is kept on the stormwater quality website and available for local community organizations to view at www.txms4.com/jefferson .
2	Conduct at least 1 map review per permit term	Goal Met; MS4 outfall map review was conducted on 3/27/2024.
2	Inspect 20% of the outfalls within the urbanized area annually	Goal Met; 19 outfalls out of 83 were inspected (22%).
2	Maintain standard operating procedures in effect annually	Goal Met; zero illicit discharges were identified during the reporting period, however standard operating procedures are in place for reporting/eliminating illicit discharges.
2	Conduct training for at least 80% of the MS4 field staff employees once per permit term	Goal Met; employee training was conducted for at least 80% of the MS4 field staff during the current permit term.
2	Annually conduct 1 review of the standard operating procedures and perform any necessary updates	Goal Met; annual review of standard operating procedures was conducted on 3/18/2024.
2	Develop/maintain on the stormwater website at least 2 types of media and/or materials annually to help facilitate public reporting of stormwater quality issues	Goal Met; 2 types of brochures and stormwater quality website were made available.

3	Review 100% of permittee owned construction plans annually that will result in the disturbances of greater than or equal to one acre, or are part of a common plan of development or sale that will result in the disturbance of one or more acres for compliance with the CGP	Goal Met; the permittee did not have any applicable construction sites during the reporting period.
3	Annually conduct 1 review of the standard operating procedures and perform any necessary updates	Goal Met; annual review of standard operating procedures was conducted on 3/18/2024.
3	Conduct at least 6 inspection cycles per year of active construction sites	Goal Met; 6 inspection cycles were conducted during the reporting period.
3	Annually conduct 1 review of the standard operating procedures and perform any necessary updates	Goal Met; annual review of standard operating procedures was conducted on 3/18/2024.
3	Develop/maintain on the stormwater website at least 2 types of media and/or materials annually to help facilitate public reporting of stormwater quality issues	Goal Met; 2 types of brochures and stormwater quality website were made available.
3	Conduct training for at least 80% of the MS4 field staff employees once per permit term	Goal Met; employee training was conducted for at least 80% of the MS4 field staff during the current permit term.

4	Annually review 100% of the submitted development plans for the inclusion of post construction controls	Goal Met; zero development plans were submitted for review within the regulated area.
4	Annually conduct 1 review of the standard operating procedures and perform any necessary updates	Goal Met; annual review of standard operating procedures was conducted on 3/18/2024.
4	Inspect 100% of permittee owned permanent structural controls at least once per permit term	Goal Met; the permittee does not own any permanent structural controls within the urbanized area.
4	Annually conduct 1 review of the standard operating procedures and perform any necessary updates	Goal Met; annual review of standard operating procedures was conducted on 3/18/2024.
5	Annually maintain an inventory of 100% of facilities and stormwater controls that the permittee owns and operates within the urbanized area annually	Goal Met; inventory for 100% of the MS4 facilities has been developed and is maintained annually.
5	Conduct training for at least 80% of the MS4 field staff employees once per permit term	Goal Met; employee training was conducted for at least 80% of the MS4 field staff during the current permit term.
5	Annually conduct 1 review of waste disposal standard operating procedures and perform any necessary updates	Goal Met; annual review of standard operating procedures was conducted on 3/18/2024.
5	Annually conduct 1 review of contractor oversight procedures and perform any necessary updates	Goal Met; annual review of standard operating procedures was conducted on 3/18/2024.

5	Annually conduct 1 review of general pollution prevention plan and perform any necessary updates	Goal Met; annual review of the general pollution prevention plan was conducted on 3/18/2024.
5	Inspect 100% of permittee owned facilities identified in the MS4 facility inventory once per permit term	Goal Met; 100% of the permittee owned facilities have been inspected during the current permit term.
5	Conduct waste/debris collection on an annual basis within the regulated area	Goal Met; approximately 100 cubic yards of waste/debris was removed and properly disposed of.
5	Annually conduct 1 review of the standard operating procedures and perform any necessary updates	Goal Met; annual review of standard operating procedures was conducted on 3/18/2024.

C. Stormwater Data Summary

Provide a summary of all information used, including any lab results (if sampling was conducted) to assess the success of the SWMP at reducing the discharge of pollutants to the MEP. For example, did the MS4 conduct visual inspections, clean the inlets, look for illicit discharge, clean streets, look for flow during dry weather, etc.?

During the reporting period, the permittee conducted multiple activities to help reduce the discharge of pollutants to the MEP, including but not limited to: outfall inspections, public education, and waste/debris collection. As a result, the permittee inspected approximately 22% of their MS4 to look for flows during dry weather and collected/properly disposed of approximately 100 cubic yards of waste/debris (data for all BMPs implemented during the reporting period to reduce the discharge of pollutants to the MEP is included in Section B.3 of this annual report). After review, the permittee has maintained 100% compliance with the measurable goals and implementation schedule established in their SWMP and believes that the program has been successful at reducing the discharge of pollutants to the MEP.

D. Impaired Waterbodies

1. Identify whether an impaired water within the permitted area was added to the latest EPA-approved 303(d) list or the Texas Integrated Report of Surface Water Quality for CWA Sections 305(b) and 303(d). List any newly-identified impaired waters below by including the name of the water body and the cause of impairment.

No impaired water bodies were added during the reporting period.

2. If applicable, explain below any activities taken to address the discharge to impaired waterbodies, including any sampling results and a summary of the small MS4's BMPs used to address the pollutant of concern.

The permittee has referred to the CWA 303(d) list and determined that they are a potential source of the pollutant(s) of concern (with the exception of PCBs in edible tissue) being discharged to Alligator Bayou (stream segment No. 0702A), Taylor Bayou (stream segment No. 0701), Hillebrandt Bayou (stream segment No. 0704), and Neches River Tidal (stream segment No. 0601). Appropriate focused BMPs and corresponding measurable goals have been developed to reduce the discharge of the pollutant(s) of concern that contribute to the impairment of the water body. The focused BMPs include activities related to sanitary sewer systems, on-site sewer systems, illicit discharges, illegal dumping, animal sources, and residential education programs. During the reporting period, the permittee conducted multiple activities to help reduce the discharge of pollutants to the MEP, including but not limited to: outfall inspections, public education, and waste/debris collection. As a result, the permittee inspected approximately 22% of their MS4 to look for flows during dry weather, maintain a stormwater quality website to facilitate public education, and collected/properly disposed of approximately 100 cubic yards of litter/garbage.

Our research indicates that PCBs in edible tissue is a legacy pollutant and the permittees are not considered a potential source. Therefore, no additional focused BMPs were developed to target that pollutant.

3. Describe the implementation of targeted controls if the small MS4 discharges to an impaired water body with an approved TMDL.

N/A; permittee does not discharge to a water body with an approved TMDL

4. Report the benchmark identified by the MS4 and assessment activities:

Benchmark Parameter <i>(Ex: Total Suspended Solids)</i>	Benchmark Value	Description of additional sampling or other assessment activities	Year(s) conducted
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

5. Provide an analysis of how the selected BMPs will be effective in contributing to achieving the benchmark: **N/A; only applies to water bodies with an approved TMDL**

Benchmark Parameter	Selected BMP	Contribution to achieving Benchmark
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

6. If applicable, report on focused BMPs to address impairment for bacteria:

Description of bacteria-focused BMP	Comments/Discussion
Outfall Inspections: Utilize reports from MS4 field staff, citizens, and annual outfall inspections to identify illicit discharges and illegal dumping sites.	20% of identified outfalls inspected during reporting period.
Public Reporting: Develop educational materials and website content focused on the identification and public reporting of sanitary sewer overflows, failing on-site sewer systems, illicit discharges, and illegal dumping.	2 brochures and a stormwater quality website that help facilitate public reporting of the pollutant(s) of concern were developed and made available.
Pet Waste Management: Develop media to facilitate and promote proper pet waste management practices. Educational material options include flyers, brochures, and/or websites.	Brochure promoting proper pet waste management was developed and made available.

<p>Residential Education: Develop media to facilitate public education for bacterial sources including residential sources, pet waste, proper disposal of fats, oils and greases, and decorative ponds. Educational material options include brochures, flyers, and/or websites.</p>	<p>2 brochures, 1 flyer, and a stormwater quality website were developed and made available.</p>
<p>Maintenance of On-Site Sewer Systems: Develop media to facilitate proper maintenance of on-site sewer systems. Educational material options include brochures, flyers, and/or websites.</p>	<p>1 brochure, 1 flyer, and a stormwater quality website were developed and made available.</p>

7. Assess the progress to determine BMP’s effectiveness in achieving the benchmark.

N/A; only applies to water bodies with an approved TMDL.

Benchmark Indicator	Description/Comments
<p><u>N/A</u></p>	<p><u>N/A</u></p>

E. Stormwater Activities

Describe activities planned for the next reporting year:

MCM(s)	BMP	Stormwater Activity	Description/Comments
1	Flyers and Brochures	Develop or maintain on the stormwater website at least 2 types of flyers/brochures per year	Development of flyers and brochures for the purpose of educating the public on stormwater impacts and ways they can minimize stormwater pollution.
1	Education of Children	Develop at least 1 type of educational material annually for children	Development of educational materials for school age children in order to foster a respect for water quality at an early age.
1	Education of Construction Site Personnel	Make available annually on stormwater website at least 1 guidance document or brochure on construction site runoff issues	Development of guidance materials for construction site personnel on the proper installation and maintenance of erosion and sediment controls.
1	Public Service Announcements	Maintain at least 1 PSA on the County's stormwater website annually to educate the public about water quality	Utilize PSAs on the County's stormwater website to educate the public on the impacts of stormwater pollution and steps they can take to improve water quality.
1	SWMP Posting	Post a copy of the SWMP on the County's stormwater website no later than 30 days after the TCEQ approval date	Post a copy of the SWMP on the County's stormwater quality website for the public to review.

1	Annual Report Posting	Annually post a copy of the most recent annual report on the stormwater website no later than 30 days after the due date	Post a copy of each year's annual report on the County's stormwater quality website for the public to review.
1	SWMP Review	Conduct annual review of SWMP and perform any necessary updates	Conduct an annual review of the County's stormwater management program and perform any necessary updates.
1	Stormwater Hotline	Develop or maintain on the stormwater website at least 2 types of materials/media per year that informs the public about reporting stormwater quality concerns	Advertise appropriate phone numbers for citizens to participate in the implementation of control measures by reporting illicit discharges, illegal dumping, spills, and construction site discharge issues.
1	SWMP Public Notice	Comply with TCEQ public notice requirements for the TXR040000 permit renewal process	The County will adhere to all state and local public notice requirements during the TXR040000 permit renewal process.
1	Stormwater Quality Website	Maintain and make available annually a stormwater quality website	Develop and maintain a stormwater quality website to ensure that the public can easily find information about the SWMP and inform citizens about steps they can take to improve water quality.
1	Educational Material Distribution	Maintain collection of education materials on the stormwater quality website annually for local community organizations to view	Provide local community organizations with the opportunity to assist in the distribution of stormwater quality educational materials by providing them with materials for distribution at their meetings, when requested. All educational materials will be included on the stormwater quality website for viewing by the public.

2	MS4 Outfall Inspections	Inspect 20% of the outfalls within the urbanized area annually	Conduct inspections of all outfalls in the urbanized area (once per permit term) in order to identify and reduce the presence of illicit discharges to the MS4.
2	Regulatory Mechanisms	Maintain standard operating procedures in effect annually	The County is a non-traditional MS4 and lacks the legal authority necessary to develop ordinances to implement enforcement actions against third parties who violate the permit requirements established in TPDES General Permit TXR040000. In lieu of an ordinance, the County has developed standard operating procedures for addressing illicit discharges.
2	IDDE Procedures	Annually conduct 1 review of the standard operating procedures and perform any necessary updates	Maintain procedures and all associated records for tracing/removing the source of an illicit discharge, responding to illicit discharges/spills, inspections in response to complaints, and to prevent/correct leaking on-site sewage disposal systems.
2	Public Reporting	Develop/maintain on the stormwater website at least 2 types of media and/or materials annually to help facilitate public reporting of stormwater quality issues	Develop media to facilitate public reporting of illicit discharges. Options include stormwater hotlines, websites, and flyers/brochures.

3	Construction Site Plan Review	Review 100% of permittee-owned construction plans annually that will result in the disturbances of greater than or equal to one acre, or are part of a common plan of development or sale that will result in the disturbance of one or more acres for compliance with the CGP	Implement a construction site plan review program that focuses on ensuring that permittee owned construction sites that result in a land disturbance of greater than or equal to one acre or are part of a larger common plan of development or sale that would disturb one acre or more of land, have stormwater pollution prevention plans developed in accordance with TPDES Construction General Permit TXR150000.
3	Plan Review, Inspection, and Enforcement Procedures	Annually conduct 1 review of the standard operating procedures and perform any necessary updates	Maintain and implement site plan review, inspection, and enforcement procedures for permittee owned projects that describe which plans will be reviewed, when operators may begin construction, soil stabilization requirements, and how inspection/enforcement actions will be conducted.
3	Construction Site Inspection/Enforcement	Conduct at least 6 inspection cycles per year of active construction sites	Conduct inspections of construction sites and associated control measures within the urbanized area. Utilize adjacent MS4 operators and/or the appropriate TCEQ Regional Office for enforcement assistance.

3	Regulatory Mechanisms	Maintain standard operating procedures in effect annually	The County is a non-traditional MS4 and lacks the legal authority necessary to develop ordinances to conduct inspections or implement enforcement actions against third parties who violate the permit requirements established in TPDES General Permit TXR040000. In lieu of an ordinance, the County has developed standard operating procedures for addressing discharges from third party construction sites.
3	Public Reporting	Develop/maintain on the stormwater website at least 2 types of media and/or materials annually to help facilitate public reporting of stormwater quality issues	Maintain and implement procedures for receipt and consideration of information submitted by the public regarding construction site stormwater runoff.
4	Development Project Plan Review	Annually review 100% of the submitted development plans for the inclusion of post construction controls	Review development plans to ensure compliance with local post construction runoff guidelines and inclusion of appropriate permanent stormwater quality controls.
4	Regulatory Mechanisms	Maintain standard operating procedures in effect annually	The County is a non-traditional MS4 and lacks the legal authority necessary to develop ordinances to conduct inspections or implement enforcement actions against third parties who violate the permit requirements established in TPDES General Permit TXR040000. In lieu of an ordinance, the County has developed standard operating procedures for addressing post construction stormwater management issues from third party sites.

4	Post Construction Procedures	Annually conduct 1 review of the standard operating procedures and perform any necessary updates	Develop and maintain standard operating procedures to document records of enforcement actions and procedures for ensuring long-term operation/maintenance of post construction stormwater control measures.
5	MS4 Facility Inventory	Annually maintain an inventory of 100% of the facilities and stormwater controls that each permittee owns and operates within the urbanized area	Maintain an inventory of applicable facilities and stormwater controls pursuant to the requirements established in Part III, Section B.5(b)(1) of TPDES General Permit TXR040000, that each permittee owns and operates within the urbanized area.
5	Waste Disposal Procedures	Annually conduct 1 review of the standard operating procedures and perform any necessary updates	Maintain standard operating procedures for the appropriate disposal of waste materials from maintenance activities such as floatable collections, dredge spoils, and/or accumulated sediments.
5	Contractor Oversight Procedures	Annually conduct 1 review of the standard operating procedures and perform any necessary updates	Maintain procedures that contractually require contractors hired by the permittee to perform maintenance activities on permittee-owned facilities to comply with all stormwater control measures, good housekeeping practices, and facility specific stormwater management operating procedures.
5	Operation and Maintenance Activities	Annually conduct 1 review of the general pollution prevention plan and perform any necessary updates	Maintain and implement general pollution prevention plans that identify potential pollutants of concern and address stormwater discharges from permittee operation and maintenance activities, including road and parking lot maintenance, bridge maintenance, cold weather operations, and right-of-way maintenance.

5	Waste/Debris Collection	Conduct waste/debris collection on an annual basis within the regulated area	Conduct waste/debris collection to reduce floatable material discharges to the MS4.
5	Municipal Operation Procedures	Annually conduct 1 review of the standard operating procedures and perform any necessary updates	Maintain standard operating procedures for inspecting/maintaining structural controls at municipal facilities and for conducting employee training for staff members involved in implementing pollution prevention/good housekeeping practices.

F. SWMP Modifications

1. The SWMP and MCM implementation procedures are reviewed each year.

Yes No

2. Changes have been made or are proposed to the SWMP since the NOI or the last annual report, including changes in response to TCEQ's review.

Yes No

If "Yes," report on changes made to measurable goals and BMPs: **No changes to Measurable goals of BMPs.**

MCM(s)	Measurable Goal(s) or BMP(s)	Implemented or Proposed Changes (Submit NOC as needed)
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

Note: If changes include additions or substitutions of BMPs, include a written analysis explaining why the original BMP is ineffective or not feasible, and why the replacement BMP is expected to achieve the goals of the original BMP.

3. Explain additional changes or proposed changes not previously mentioned (i.e. dates, contacts, procedures, annexation of land, etc.).

G. Additional BMPs for TMDLs and I-Plans

Provide a description and schedule for implementation of additional BMPs that may be necessary, based on monitoring results, to ensure compliance with applicable TMDLs and implementation plans. **N/A**

BMP	Description	Implementation Schedule (start date, etc.)	Status/Completion Date (completed, in progress, not started)
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

H. Additional Information

1. Is the permittee relying on another entity to satisfy any permit obligations?

Yes No

If "Yes," provide the name(s) of other entities and an explanation of their responsibilities (add more spaces or pages if needed)

Name and Explanation: **City of Port Neches; see explanation below**

Name and Explanation: **City of Nederland; see explanation below**

Name and Explanation: **City of Port Arthur; see explanation below**

Name and Explanation: **City of Groves; see explanation below**

Name and Explanation: **Jefferson County Drainage District No. 7; see explanation below**

All permittees listed in this annual report are participating members in the Jefferson County Stormwater Quality Coalition and are responsible for the implementation of the programs as indicated in the "MS4 Responsibilities" section of the SWMP. Some of the activities are being conducted as a group, such as the development of public education materials, guidance documents, standard operating procedures, and SWMP meetings. Information included in this report for public education materials is combined data for all members of the coalition.

2.a. Is the permittee part of a group sharing a SWMP with other entities?

Yes No

2.b. If "yes," is this a system-wide annual report including information for all permittees? **N/A**

Yes No

I. Construction Activities

1. The number of construction activities that occurred in the jurisdictional area of the MS4 (Large and Small Site Notices submitted by construction site operators):

 2

- 2a. Does the permittee utilize the optional seventh MCM related to construction?

Yes No

- 2b. If "yes," then provide the following information for this permit year:

The number of municipal construction activities authorized under this general permit	
The total number of acres disturbed for municipal construction projects	N/A

Note: Though the seventh MCM is optional, implementation must be requested on the NOI or on a NOC and approved by the TCEQ.

J. Certification – Jefferson County

If this is this a system-wide annual report including information for all permittees, each permittee shall sign and certify the annual report in accordance with 30 TAC §305.128 (relating to Signatories to Reports).

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Name (printed): _____ Title: County Judge

Signature: [Handwritten Signature] Date: 12.10.24

Name of MS4: Jefferson County



ATTEST [Handwritten Signature]
DATE 12/10/2024