

SPECIAL, 11/7/2016 1:30:00 PM

BE IT REMEMBERED that on November 07, 2016, 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 Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3 (ABSENT)

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

Honorable G. Mitch Woods, Sheriff

Honorable Carolyn L. Guidry , County Clerk

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

Notice of Meeting and Agenda and Minutes
November 07, 2016

Jeff R. Branick, County Judge
Eddie Arnold, Commissioner, Precinct One
Brent A. Weaver, 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
November 07, 2016**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **07th** day of **November 2016** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

Said meeting will be a **Special** 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:

INVOCATION: Brent A. Weaver, Commissioner, Precinct Two

PLEDGE OF ALLEGIANCE: Everette "Bo" Alfred, Commissioner, Precinct Four

PURCHASING:

1. Consider and approve specifications for Request for Proposal (RFP 16-035/JW), Grant Administration and Management Services for Community Development Block Grant Program Phase VI.

SEE ATTACHMENTS ON PAGES 7 - 48

Motion by: Commissioner Alfred

Second by: Commissioner Arnold

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred

Action: APPROVED

2. Consider and approve specifications for Request for Statements of Qualification for (RFQ 16-036/JW), Engineering Services for Community Development Block Grant Program Phase VI.

SEE ATTACHMENTS ON PAGES 49 - 76

Motion by: Commissioner Alfred

Second by: Commissioner Arnold

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred

Action: APPROVED

3. Consider and approve, execute, receive and file a renewal for (IFB 14-042/JW), Term Contract for Reinforced Concrete Pipe and Pre-Cast Concrete Box Culverts for Jefferson County for a second additional one (1) year renewal from November 15, 2016 to November 14, 2017 with a proposed price increase on item #5, from \$30.11/ft. to \$36.08/ft., shown on Attachment A. This price increase is due to the increase in cost of raw materials and shipping costs.

SEE ATTACHMENTS ON PAGES 77 - 78

Motion by: Commissioner Alfred

Second by: Commissioner Arnold

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred

Action: APPROVED

*Notice of Meeting and Agenda and Minutes
November 07, 2016*

4. Consider and approve, execute, receive and file Change Order No. 1 for (IFB 16-008/JW), Major Drive Extension From SH 124 to LaBelle Rd. with ALLCO, LLC to revise the profile grade line of the proposed roadway; reducing excavation work and adding an embankment for an increase of \$16,899.55; bringing the total contract amount from \$1,777,773.00 up to \$1,794,672.55. This change order does not change the number of working days for this project.

SEE ATTACHMENTS ON PAGES 79 - 126

Motion by: Commissioner Alfred

Second by: Commissioner Arnold

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred

Action: APPROVED

5. Consider and approve, execute, receive and file a Texas General Land Office Certificate of Construction Completion Document for (IFB 15-016/JW), McFaddin National Wildlife Refuge Dune Restoration with Apollo Environmental. This is a Round 2.2 Disaster Project funded by the Texas General Land Office (GLO). A Certificate of Completion for this project was originally approved, executed, and received and filed on Monday, October 31, 2016.

SEE ATTACHMENTS ON PAGES 127 - 127

Motion by: Commissioner Alfred

Second by: Commissioner Arnold

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred

Action: APPROVED

COUNTY AUDITOR:

6. Regular County Bills – check #426887 through check #427129.

SEE ATTACHMENTS ON PAGES 128 - 137

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred

Action: APPROVED

COUNTY COMMISSIONERS:

7. Consider, possibly approve, and authorize the County Judge to execute an Order approving Tax Exempt Bond Financing to be undertaken by Oglesby Cultural Facilities Corporation for the benefit of Goodwill Industries of Southeast Texas pursuant to Article 1528m, Tex. Rev. Civ. Stat. and Section 221.030, Texas Health and Safety Code. (These bonds will never constitute and indebtedness or pledge of the County.)

SEE ATTACHMENTS ON PAGES 138 - 143

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred

Action: APPROVED

8. Consider and possibly approve the re-appointment of Commissioner Joel Levingston, Jr. to the Board of Commissioners for Jefferson County Drainage District No. 3. (This is the appointment of Commissioner Sinegal.)

SEE ATTACHMENTS ON PAGES 144 - 145

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred

Action: APPROVED

9. Consider and possibly approve and accept a donation of \$ 3,000.00 (Three- Thousand & no/100) from BASF TOTAL Petrochemicals for use at Veterans Memorial Park Pursuant to Local Government Code Sec.81.032.

Ms. Hebert presented the check on behalf of BASF.

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred

Action: APPROVED

ENGINEERING:

10. Consider and possibly approve the donation of 5,000 cubic yards of embankment material from the Texas Department of Transportation through the Local Government Assistance Program.

SEE ATTACHMENTS ON PAGES 146 - 146

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred

Action: APPROVED

11. Receive and file the abandonment of the Lower Neches Valley Authority (LNVA) easement rights to the Knobloch Lateral, a portion of this lateral crosses the Major Drive Extension Project. This project is located in Precinct 4.

SEE ATTACHMENTS ON PAGES 147 - 151

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred

Action: APPROVED

Other Business:

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

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

Jeff R. Branick
County Judge



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street, 1st Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE

Advertisement for Request for Proposal

November 7, 2016

The County of Jefferson, Texas seeks to develop an application to the Texas Department of Agriculture for the 2017-2018 Community Development Fund for eligible activities (sewer improvement projects) associated to the Texas Community Development Block Grant Program. Accordingly, Jefferson County is soliciting proposals from qualified Administrative Consultants for Application Preparation and Project Administration. Firms and/or individuals should have past experience with federally funded programs.

Specifications for this Request for Proposal may be obtained from the Jefferson County website at <http://co.jefferson.tx.us/Purchasing/main.htm>.

Proposals are to be sealed and addressed to the Purchasing Agent with the proposal number and name marked on the outside of the envelope or box. Offerors shall forward an original and five (5) hard copies of their proposal to the address shown below. Late proposals will be rejected as non-responsive. Proposals will be publicly opened and only the firm name will be read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Proposals shall be opened in a manner that avoids disclosure of the contents to competing offerors and maintains the confidentiality of the proposals during negotiations. Proposals will be open for public inspection after the award of the contract, except for trade secrets and confidential information. Offerors are invited to attend the sealed proposal opening.

PROPOSAL NAME:	Grant Administration and Management Services for Community Development Block Grant Program Phase VI
PROPOSAL NO:	RFP 16-035/JW
DUE DATE/TIME:	11:00 am CDT, Tuesday, November 29, 2016
MAIL OR DELIVER TO:	Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Jamey West, Assistant Purchasing Agent at 409-835-8593 or jwest@co.jefferson.tx.us.

Jefferson County reserves the right to negotiate with any and all individuals or firms that submit proposals, as per the Texas Professional Services Procurement Act and the Uniform Grant and Contract Management Standards. Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises are encouraged to submit proposals. Jefferson County is an Affirmative Action/Equal Opportunity Employer. Individuals requiring special accommodations are requested to contact our office at 409-835-8593 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County.

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

Respondents are strongly encouraged to carefully read the entire invitation.

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – November 9th & November 16th, 2016

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Proposal Submittal Checklist

The Offeror's attention is especially called to the items listed below, which must be submitted in full as part of the proposal.

Failure to submit any of the documents listed below as a part of your proposal, or failure to acknowledge any addendum in writing with your proposal, or submitting a proposal on any condition, limitation, or provision not officially invited in this Request for Proposal (RFP) may cause for rejection of the proposal.

Offeror shall check each box indicating compliance.

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PACKAGE

- Cover sheet identifying the contract/project being proposed, the name and address of the Offeror, the date of the proposal, and the email address, telephone, and facsimile numbers of Offeror.
- An acknowledgment and/or response to each section of the proposal.
- Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.
- Identification of three (3) entities for which the Offeror is providing or has provided Grant Administration and Management Services of the type requested, including the name, position, and telephone number of a contact person at each entity.
- Copy/Copies of TxCDBG Certified Administrator Certificate(s) for any staff person(s) that intend to actually perform grant administration on behalf of Jefferson County.
- Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Offeror and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Offeror and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of moneys under the terms of any agreement(s) relating to such services.
- Offeror must submit one (1) original and five (5) exact duplicate, numbered hard copies of the proposal. Offeror is responsible for including within their response to this RFP, (1) one original proposal copy to include a completed copy of this proposal specifications packet and five (5) hard proposal copies to include at a minimum all pages requiring completion and/or marked with instructions to be returned with response and any other documentation requested within these specifications no later than 11:00 am CDT, Tuesday, November 29, 2016, to the Jefferson County Purchasing Department, 1149 Pearl Street, 1st Floor, Beaumont, TX 77701.

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

PLEASE READ THE "PROPOSAL SUBMITTAL CHECKLIST" INCLUDED IN THIS PACKAGE.

Company	Telephone Number
Address	Fax Number
Authorized Representative (Please print)	Title
Authorized Signature	Date

1. Introduction to Offerors

Jefferson County seeks to develop an application to the Texas Department of Agriculture for the 2017-2018 Community Development Fund for eligible activities (sewer improvement projects) associated to the Texas Community Development Block Grant Program. Accordingly, the County is soliciting proposals from Qualified Professional Administrative Consultants for Application Preparation and Project Administration.

The following items are provided as general information and specifications as required by the Jefferson County Purchasing Department.

1.1 Vendor Instructions

Read the document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you have a clear understanding of the proposal.

General Requirements apply to all advertised requests for proposals; however, these may be superseded, whole or in part, by the **Scope of Services, Guidelines and Specifications, Requested Responses and Information, or other data contained herein.** Be sure your proposal package is complete.

1.2 Governing Law

Offeror is advised that these requirements shall be fully governed by the laws of the State of Texas and that Jefferson County may request and rely on advice, decisions, and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

1.3 Ambiguity, Conflict, or other errors in the RFP

If Offeror discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, Offeror shall immediately notify the County of such error in writing and request modification or clarification of the document. Modifications will be made by issuing Addenda. Written notice will be given to all parties who have been furnished with the RFP without divulging the source of the request for the same. If the Offeror fails to notify the County prior to the date and time fixed for submission of proposals of an error or ambiguity in the RFP known to Offeror, or an error or ambiguity that reasonably should have been known to Offeror, then Offeror shall not be entitled to compensation or additional time by reason of the error or ambiguity or its later resolution.

The County may also modify the RFP, no later than 48 hours prior to the date and time fixed for submission of proposals, by issuance of an Addendum to all parties who have received the RFP. All addenda will be numbered consecutively, beginning with 1.

1.4 Notification of Most Current Address

Firms in receipt of this RFP shall notify Deborah L. Clark, Jefferson, Purchasing Agent, of any address changes, contact person changes, and/or telephone number changes no later than 48 hours prior to the date and time fixed for submission of proposal

1.5 Proposal Preparation Cost

Cost for developing proposals is entirely the responsibility of Offerors and shall not be charged to Jefferson County.

1.6 Signature of Proposal

A transmittal letter, which shall be considered an integral part of the proposal, shall be signed by an individual who is authorized to bind the Offeror contractually. If the Offeror is a corporation, the legal name of the corporation shall be provided together with the signature of the officer or officers authorized to sign on behalf of the corporation.

If the Offeror is a partnership, the true name of the firm shall be provided with the signature of the partner or partners authorized to sign.

If the Offeror is an individual, that individual shall sign. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a power of attorney or equivalent document must be submitted to the Jefferson County Purchasing Department prior to the submission of the proposal or with the proposal.

1.7 Economy of Presentation

Proposals shall not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be rejected and not considered.

1.8 Proposal Obligation

The contents of the proposal and any clarification thereof submitted by the selected Offeror shall become part of the contractual obligation and incorporated by reference into the ensuing contract.

1.9 Incorporation by Reference and Precedence

This Agreement is derived from (1) the RFP, written clarifications to the RFP and County's response to questions; (2) the Contractor's Best and Final Offer, and (3) the Contractor's response to the RFP.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) Amendments to the Agreement in reverse chronological order; (2) the Agreement, including the Scope of Work; (3) the Contractor's Best and Final Offer; (4) the RFP, including attachments thereto and written responses to questions and written clarifications; and (5) the Contractors response to the RFP.

1.10 Governing Forms

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Jefferson County's interpretation shall govern.

1.11 Implied Requirements

Products and services not specifically mentioned in the RFP, but which are necessary to provide the functional capabilities described by the Offeror, shall be included in the proposal.

1.12 Compliance with RFP Specifications

It is intended that this RFP describe the requirements and the response format in sufficient detail to secure comparable proposals. Failure to comply with all provisions of the RFP may result in disqualification.

1.13 Vendor Registration: SAM (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>

Offerors are strongly encouraged to review and update (if applicable) their firm’s SAM (System for Award Management) status prior to Proposal Submission.

1.14 Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

As of January 1, 2016, per House Bill 1295, the Texas Ethics Commission (TEC) requires **all awarded vendors** to complete a Certificate of Interested Parties (FORM 1295) at time of notification of award. **Awarded Vendors** must visit the TEC website link below, 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.

At the time of award, the Jefferson County Purchasing Department will submit a request to the Awarded Vendor to both:

1. Submit FORM 1295 online via the Texas Ethics Commission website link below.
2. Submit a printed copy of FORM 1295, signed by an Authorized Agent of the Awarded Vendor and notarized to the Jefferson County Purchasing Department.

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

1.15 Evaluation

Jefferson County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County’s judgment as to the appropriateness of an award to the best evaluated Offeror. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable

sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Jefferson County shall have sole responsibility for determining a reliable source. Jefferson County reserves the right to conduct written and/or oral discussions/interviews after the proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award in the best interest of Jefferson County.

1.16 Withdrawal of Proposal

The Offeror may withdraw its proposal by submitting a written request over the signature of an authorized individual, as described in paragraph 1.6, to the Purchasing Department any time prior to the submission deadline. The Offeror may thereafter submit a new proposal prior to the deadline. Modification or withdrawal of the proposal in any manner, oral or written, will not be considered if submitted after the deadline.

1.17 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.

1.18 Minority-Women Business Enterprise Participation

It is the desire of Jefferson County to increase the participation of 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.

1.19 Award

Jefferson County reserves the right to award this contract on the basis of the **Best Offer** in accordance with the laws of Texas, to waive any formality or irregularity, to make award to more than one Offeror, and/or to reject any or all proposals. In the event the highest dollar Offeror meeting specifications is not awarded a contract, the Offeror may appear before Commissioners' Court and present evidence concerning his responsibility.

1.20 Ownership of Proposal

All proposals become the property of Jefferson County and will not be returned to Offerors.

1.21 Disqualification of Offeror

Upon signing this proposal document, a contractor offering to sell supplies, materials, services, or equipment to Jefferson County certifies that the Offeror has not violated the antitrust laws of this state codified in Section 15.01, et seq, Business & Commerce Code, or the Federal Antitrust

Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all proposals may be rejected if the County believes that collusion exists among the Offerors.

1.22 Contractual Development

The contents of the RFP and the selected proposal will become an integral part of the contract, but may be modified by provisions of the contract as negotiated. Therefore, the Offeror must be amenable to inclusion in a contract of any information provided (in writing) either in response to this RFP or subsequently during the selection process.

1.23 Assignment

The selected vendor may not assign, sell, or otherwise transfer this contract without written permission of the Jefferson County Commissioners' Court.

1.24 Contract Obligation

Jefferson County Commissioners' Court must award the contract, and the County Judge or other person authorized by Jefferson County Commissioners' Court must sign the contract before it becomes binding on Jefferson County or the Offeror. **Department heads are not authorized to sign agreements for Jefferson County.** Binding agreements shall remain in effect until all products and/or services covered by this proposal have been satisfactorily delivered and accepted.

1.25 Termination

Jefferson County reserves the right to terminate the contract for default if the awarded vendor breached any of the terms therein, including warranties of Offeror, 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 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 services within the proper amount of time, and/or to properly perform any and all other requirements 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.

1.26 Non-Discrimination

The successful offeror will be required to comply with the Americans With Disabilities Act and with all provisions of federal, state, county and local (if any) laws and regulations to ensure that no employee or applicant for employment is discriminated against because of race, color, religion, sex, age, handicap or national origin.

1.27 Conflict of Interest

The agreement entered into pursuant to this RFP will contain the Contractor's warranty that, except for bona-fide employees or selling agents maintained by the Contractor for the purpose of securing business, no person or selling agency has been employed or retained to solicit this contract upon an agreement or understanding for commission, percentage or contingency.

Further, the contractor will warrant that no kickbacks, gratuities, or contingency fees have been paid in connection with this RFP or contract and none has been promised contingent upon the

award of contract. And, will still further warrant that to its knowledge and best belief, no one being paid under the agreement between the County and the contractor, is engaged in any activities which would constitute a conflict of interest with respect to the purposes of said agreement.

1.28 Waiver of Subrogation

Offeror and Offeror'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 the Offeror's performance under this agreement.

1.29 Delivery of Proposals

All proposals are to be delivered by 11:00 am CDT, Tuesday, November 29, 2016 to:

**Jefferson County Purchasing Department
Attention: Deborah L. Clark, Purchasing Agent
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701**

Courthouse Security: Offerors are advised that all visitors to the Courthouse must pass through Security. Offerors planning to hand deliver bids 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. Offerors are strongly urged to plan accordingly.

County Holidays – 2016:

January 1	Friday	New Year's Day
January 18	Monday	Martin Luther King, Jr. Day
February 15	Monday	President's Day
March 25	Friday	Good Friday
May 30	Monday	Memorial Day
July 4	Monday	Independence Day
September 5	Monday	Labor Day
November 11	Friday	Veterans Day
November 24 & 25	Thursday & Friday	Thanksgiving
December 23 & 26	Friday & Monday	Christmas

Jefferson County will not accept any proposals received after the stated time and date, and shall return such proposals unopened to the Offeror.

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

Proposals shall be tightly sealed in an opaque envelope or box and plainly marked with the Proposal Number, Proposal Name, Proposal Due Date, and the Offeror's Name and Address; and shall be addressed to the Purchasing Agent.

Offeror must submit one (1) original and five (5) exact duplicate, numbered hard copies of the proposal.

Offeror is responsible for including within their response to this RFP, one (1) original proposal copy to include a completed copy of this proposal specifications packet and five (5) hard proposal copies to include at a minimum all pages requiring completion and/or marked with instructions to be returned with response and any other documentation requested within these specifications no later than 11:00 am CDT, Tuesday, November 29, 2016, to the Jefferson County Purchasing Department, 1149 Pearl Street, 1st Floor, Beaumont, TX 77701.

Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of Offerors will be read aloud.

1.30 Proposal 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 bid 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 RFP and urgent County requirements preclude amendment to the RFP, the time specified for receipt of bids 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.

1.31 Questions

Questions may be emailed to Jamey West, Assistant Purchasing Agent at: jwest@co.jefferson.tx.us

1.32 Tentative Schedule of Events

November 7, 2016	Issuance of Request for Proposal
November 29, 2016	Deadline Submission (late proposals will not be considered)
December 5, 2016	Proposals distributed to Evaluation Committee
Week of December 12, 2016	Evaluation Committee Convenes to Tabulate Scoring and Determines Short List
December 19, 2016	Recommendation for Award

Please note:

The above schedule of events is *tentative* in nature. Dates listed are subject to change.

2. Response Format

2.1 Introduction

Each proposal submitted in response to this RFP must be organized to correspond with those numbered sections of this RFP that require a response. Failure to arrange the proposal as requested may result in the disqualification of the proposal. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive, and will result in disqualification. The response must be complete. Failure to provide the required information may result in the disqualification of the proposal. All pages of the proposal must be numbered and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal.

2.2 Organization of Proposal Contents

Each proposal must be organized in the manner described below.

- a. Transmittal Letter
- b. Executive Summary
- c. Table of Contents
- d. Offeror Identifying Information
- e. Offeror Personnel and Organization
- f. Project Requirements
- g. Cost Proposal
- h. Other information that may be helpful in the evaluation

2.3 Transmittal Letter

The Offeror must submit a transmittal letter that identifies the entity submitting the proposal, and includes a commitment by that entity to provide the services required by the County. The transmittal letter must state that the proposal is valid for ninety (90) days from the deadline for delivery of proposals to the County. Any proposal containing a term of less than ninety (90) days for acceptance will be rejected as non-responsive.

The transmittal letter must be signed by a person legally authorized to bind the Offeror to the representations in the response. In the case of a joint proposal, each party must sign the transmittal letter. The Offeror also must indicate, in its transmittal letter, why it believes that it is the most qualified Offeror to provide the services described in this RFP.

The transmittal letter must include a statement of acceptance of the terms and conditions of the contract resulting from this RFP. If Offeror takes exception to any of the proposed terms and conditions stated in this RFP, those exceptions must be noted in the transmittal letter. However, Offeror must realize that failure to accept the terms specified in this proposal may result in disqualification of the proposal.

The transmittal letter must include a statement of acceptance of the Standards of Performance for the contract resulting from this RFP.

2.4 Executive Summary

The Offeror must provide an executive summary of its proposal that asserts that the Offeror is providing in its response all of the requirements of this RFP. The executive summary must not exceed three (3) pages, and must represent a full and concise summary of the contents of the proposal. The executive summary must not include any information concerning the cost of the proposal. The Offeror must identify any services that are provided beyond those specifically requested. If the Offeror is providing services that do not meet the specific requirements of this RFP, but in the opinion of the Offeror are equivalent or superior to those specifically requested, any such differences must be noted in the executive summary. However, the Offeror must realize that failure to provide the services specifically required may result in disqualification of the proposal.

2.5 Table of Contents

Each proposal must be submitted with a table of contents that clearly identifies and denotes the location of each title and subtitle of the proposal. Additionally, the table of contents must clearly identify and denote the location of all enclosures of the proposal. The table of contents must follow the RFP's structure as much as is practical.

2.6 Offeror Identifying Information

Offerors must provide the following identifying information:

- a. Name and address of business entity submitting the proposal;
- b. Type of business entity (i.e., corporation, partnership);
- c. Place of incorporation, if applicable;
- d. Name and location of major offices and other facilities that relate to the Offeror's performance under the terms of this RFP;
- e. Name, address, business and fax number of the Offeror's principal contact person regarding all contractual matters relating to this RFP;
- f. The Offeror's Federal Employer Identification Number, Jefferson County Vendor Number and Jefferson County Business License Number, if any;
- g. Full name and address for each member, partner, and employee of the Offeror (and any subcontractors) who will perform service's on this project; and
- h. A statement regarding the financial stability of the Offeror, including the ability of the Offeror to perform the functions required by this RFP and to provide those services represented by the Offeror in its response.

2.7 Conflict of Interest

Each Offeror must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. Examples of potential conflicts may include an

existing business or personal relationship between the Offeror, its principal, or any affiliate or subcontractor, with the County or any other entity or person involved in any way in the project that is the subject of this RFP. Similarly, any personal or business relationship between the Offeror, the principals, or any affiliate or subcontractor, with any employee of the County or its

suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with state employees may be cause for contract termination. The County will decide if an actual or perceived conflict should result in proposal disqualification.

Each Offeror must reveal any past or existing relationship between the Offeror, its principal, employees, or any affiliate or subcontractor, with any county agency, entity, county employee, or other person in anyway involved in the county's procurement and/or contracting processes. It shall be the sole prerogative of the County to determine if such relationship constitutes a conflict of interest.

By submitting a proposal in response to this RFP, all Offerors affirm that they have not given, nor intend to give, at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement.

**FAILURE BY OFFEROR TO INCLUDE ALL LISTED ITEMS
MAY RESULT IN THE REJECTION OF ITS PROPOSAL.**

3. Proposal Submittal

The Proposal is due no later than 11:00 am CDT, Tuesday, November 29, 2016 and shall include the following:

- Cover sheet identifying the contract/project being proposed, the name and address of Offeror, the date of the proposal, and the telephone and facsimile numbers of Offeror.
- An acknowledgment and/or response to each section of the proposal.
- Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.
- Identification of three (3) entities for which the Offeror is providing or has provided grant administration and management services of the type requested, including the name, position, and telephone number of a contact person at each entity.
- **Copy/Copies of TxCDBG Certified Administrator Certificate(s) for any staff person(s) that intend to actually perform grant administration on behalf of Jefferson County.**

Certification Requirement for professional administrators – Per 4 TAC 30.80, effective date January 1, 2015, professional administrators need to be certified annually by TDA in order to be eligible to be paid from TxCDBG grant funds or match. Any person who intends to actually perform grant administration on behalf of a locality must be certified. Therefore, each person within a firm, who will administer a TxCDBG grant, must be certified by attending a TxCDBG Project Implementation Manual Workshop (or by completing the TxCDBG Project Implementation Manual Workshop webinar online and passing the CDBG review examination). Professional administration costs for grant recipients will be disallowed if the professional administrator has not received such annual certification.

- Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Offeror and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Offeror and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of moneys under the terms of any agreement(s) relating to such services.
- Offeror must submit one (1) original and five (5) exact duplicate, numbered hard copies of the proposal.

Offeror is responsible for including within their response to this RFP, one (1) original proposal copy to include a completed copy of this proposal specifications packet and five (5) hard proposal copies to include at a minimum all pages requiring completion and/or marked with instructions to be returned with response and any other documentation requested within these specifications no later than 11:00 am CDT, Tuesday, November 29, 2016, to the Jefferson County Purchasing Department, 1149 Pearl Street, 1st Floor, Beaumont, TX 77701.

- Proposals shall be tightly sealed in an opaque envelope or box and plainly marked with the Proposal Number, Proposal Name, Proposal Due Date, and the Offeror's Name and Address; and shall be addressed to the Purchasing Agent.
- Explanations, exceptions, comments, etc., pertaining to the specific sections of the specifications. All comments shall be listed and numbered in order of the respective article of the specification

4. Background

Jefferson County seeks to develop an application to the Texas Department of Agriculture for the 2017-2018 Community Development Fund for eligible activities (sewer improvement projects) associated to the Texas Community Development Block Grant Program. Accordingly, the County is soliciting proposals from Qualified Professional Administrative Consultants for Application Preparation and Project Administration.

5. Scope of Work

The professional administration/management firm/consultant to be hired is to provide contract-related management services to Jefferson County, including but not limited to the following areas:

- Project Management
- Financial Management
- Environmental Review
- Real Property Acquisition/ URA
- Construction Management
- Fair Housing/Equal Opportunity
- Housing rehabilitation/affordable housing (if applicable)
- Audit/Contract Close-out Assistance

Please specify actual tasks to be performed under each of these categories.

6. Statement of Qualifications

The County is seeking to contract with a competent professional administration/management firm/consultant that has had experience in grants/contracts administration. Specifically, it is seeking those consultant(s) or firm(s) with the following qualifications:

- Related experience in managing federally-funded local public works construction projects
- Related Experience / Background with specific project type
- Capacity to Perform the specific proposed task
- Experience in developing and/or implementing civil rights/equal opportunity/Fair Housing activities
- Certified Administrator of TxCDBG Program by TDA
Please include Copy/Copies of TxCDBG Certified Administrator Certificate(s) for any staff person(s) that intend to actually perform grant administration on behalf of Jefferson County.
- Consultant/Firm is not debarred or suspended from the Excluded Parties List System (EPLS) in the System for Award Management (SAM).
Offerors are strongly encouraged to review and update-(if applicable) their firm's SAM (System for Award Management) status prior to Proposal Submission.

As such, please provide within your proposal a list of referrals from past local government clients, as well as resumes of all employees who will or may be assigned to provide technical assistance to the County on this project if your firm is awarded this management services contract.

7. Proposed Cost of Services

Please provide your cost proposal to accomplish the scope of work by category outlined above and for any additional activities required. The proposed budget must include all costs that are necessary to successfully complete this project. Please note that the Jefferson County will not use lowest/best bid as the sole basis for entering into this contract.

If the cost of proposed professional administration services will exceed \$ 50,000, then profit (either % / actual cost) must be identified and negotiated as a separate element of the price of the contract. To comply, the bidder must disclose and certify in its proposal the percentage of profit being used.

8. Evaluation Criteria

The proposal received will be evaluated and ranked according to the following criteria:

<u>Criteria</u>	<u>Maximum Points</u>
Experience	30
Work Performance	30
Capacity to Perform	20
Proposed Cost	<u>20</u>
Total	100

9. Deadline for Submission

Proposals must be received no later than 11:00 am CDT, Tuesday, November 29, 2016 at the following address: Jefferson County Purchasing Department, 1149 Pearl Street, 1st Floor, Beaumont, TX 77701.

Sample Administration/Professional Services Rating Sheet

Grant Recipient _____
 Name of Respondent _____
 Evaluator's Name _____

TxCDBG Contract No. _____
 Date of Rating _____

Experience -- Rate the Respondent of the Request For Proposal (RFP) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent.

Experience

<u>Factors</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Related Experience / Background with federally funded projects	10	_____
2. Related Experience / Background with specific project type (housing rehabilitation, acquisition of property, coordination with regulatory agency, etc.)	5	_____
4. Certified Administrator of TxCDBG Program by TDA	5	_____
5. References from current/past clients	10	_____
Subtotal, Experience	30	_____

Work Performance

<u>Factors</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Submits requests to client/TDA in a timely manner	5	_____
2. Responds to client/TDA requests in a timely manner	5	_____
3. Past client/TDA projects completed on schedule	5	_____
4. Work product is consistently of high quality with low level of errors	5	_____
5. Past client/TDA projects have low level of monitoring findings/concerns	5	_____
6. Manages projects within budgetary constraints	5	_____
Subtotal, Performance	30	_____

Capacity to Perform

<u>Factors</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Qualifications of Professional Administrators / Experience of Staff	5	_____
2. Present and Projected Workloads	5	_____
3. Quality of Proposal/Work Plan	5	_____
4. Demonstrated understanding of scope of the TxCDBG Project	5	_____
Subtotal, Capacity to Perform	20	_____

Proposed Cost

<u>Factors</u>	<u>Max.Pts.</u>	<u>Score</u>
A = Lowest Proposal \$ _____		
B = Bidder's Proposal \$ _____		
A ÷ B X 20 equals Respondent's Score	20	_____

TOTAL SCORE

<u>Factors</u>	<u>Max.Pts.</u>	<u>Score</u>
<input type="checkbox"/> Experience	30	_____
<input type="checkbox"/> Work Performance	30	_____
<input type="checkbox"/> Capacity to Perform	20	_____
<input type="checkbox"/> Proposed Cost	20	_____
Total Score	100	_____

DISCLAIMER: This sample draft document was developed by TDA's Office of Rural Affairs and does not include all applicable provisions. This document has important legal consequences. Please consult with your legal counsel with respect to its completion or modification to insure that it is in compliance with any appropriate local, state and federal laws applicable.

Sample Contract

ADMINISTRATION/PROFESSIONAL SERVICES

PART I AGREEMENT

THIS AGREEMENT, entered into this ____ day of _____, by and between the *County of* Jefferson, Texas hereinafter called the "County", acting herein by _____ hereunto duly authorized, and _____ hereinafter called "the Contractor", acting herein by _____.

WITNESSETH THAT:

WHEREAS, the *County* of Jefferson desires to [*implement/construct/etc.*] the following: _____ [*describe project*] under the general direction of the Texas Community Development Block Grant (hereinafter called "TxCDBG") Program administered by the Texas Department of Agriculture; and Whereas the County desires to engage _____ to render certain [professional /administration] services in connection with this TxCDBG Project, Contract Number _____.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services
The Contractor will perform the services set out in Part II, Scope of Services.
2. Time of Performance - The services of the Contractor shall commence on _____. In any event, all of the services required and performed hereunder shall be completed no later than _____.
3. Local Program Liaison - For purposes of this Contract, the [*e.g. Jefferson County Representative*] or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Contractor. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
4. Access to Records - The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas Department of Agriculture (TDA), and the County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the County's TxCDBG contract with TDA.
5. Retention of Records - The Contractor shall retain all required records for three years after the County makes its final payment and all pending matters are closed.
6. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$_____. Payment to the Contractor shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.
7. Indemnification - The Contractor shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the County and its agency members from and against any and all claims, costs, suits, and damages, including attorneys' fees, arising out of the Contractor's performance or nonperformance of the activities, services or subject matter called for in this agreement or in connection with the management and administration of the TxCDBG contract, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

8. Miscellaneous Provisions

- a. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Jefferson County, Texas.
- b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement.

9. Extent of Agreement

This Agreement, which includes Parts I-IV, [*and if applicable*, including the following exhibits/attachments: represents the entire and integrated agreement between the County and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both County and Contractor.

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

BY: _____
Jeff R. Branick

(Printed Name)

Jefferson County Judge

BY: _____
(Contractor's Authorized Representative)

(Printed Name)

(Title)

PART II

SCOPE OF SERVICES

The Contractor shall provide the following scope of services: (*choose contracted services*)

A. Project Management

1. Develop a recordkeeping system consistent with program guidelines, including the establishment of a filing system.
2. Maintenance of filing system.
3. Provide general advice and technical assistance to the County personnel on implementation of project and regulatory matters.
4. Assist in the procurement of professional consulting engineering services through the request for proposal process, if applicable, and as required by the TxCDBG regulations.
5. Furnish County with necessary forms and procedures required for implementation of project.
6. Assist the County in meeting all special condition requirements that may be stipulated in the contract between the County and TDA.
7. Prepare and submit to TDA documentation necessary for amending the TxCDBG contract.
8. Conduct re-assessment of environmental clearance for any program amendments.
9. Prepare and submit quarterly reports (progress and minority hiring).
10. Prepare Financial Information Report or County.
11. Establish procedures to document expenditures associated with local administration of the project.
12. Provide guidance and assistance to County regarding acquisition of property:
 - Submit required reports concerning acquisition activities to TDA;
 - Establish a separate acquisition file for each parcel of real property acquired;
 - Determine necessary method(s) for acquiring real property;
 - Prepare correspondence to the property owners for the County's signature to acquire the property or to secure an easement; and
 - Assist the County in negotiation with property owner(s).
13. Maintain TxCDBG Property Management register for any property/equipment purchased or leased.
14. Serve as liaison for the County during any monitoring visit by staff representatives from either TDA or the U.S. Department of Housing and Urban Development (HUD).

B. Financial Management

1. Assist the County in proving its ability to manage the grant funds to the state's audit division.
2. Assist the County in establishing and maintaining a bank account (Direct Deposit account) and/or separate local bank account, journals and ledgers.
3. Assist the County in submitting the required Accounting System Certification letter, Direct Deposit Authorization Form (if applicable), and/or Depository/Authorized Signatory form to TDA.
4. Prepare all fund drawdowns on behalf of the County in order to ensure orderly, timely payments to all contracting parties within the allotted time period.
5. Review invoices received for payment and file back-up documentation.
6. Provide general advice and technical assistance to County personnel on implementation of project and regulatory matters.
7. Assist the County in establishing procedures to handle the use of any TxCDBG program income.

C. Environmental Review

1. Prepare environmental assessment.
2. Coordinate environmental clearance procedures with other federal or state agencies and interested parties responsible for implementing applicable laws.
3. Document consideration of any public comments.
4. Prepare any required re-assessment of environmental assessment.
5. Prepare Request for Release of Funds and certifications to be sent to TDA.

D. Acquisition

1. Prepare required acquisition reports(s).

2. Obtain documentation of ownership for County-owned property and/or Right of Way (ROWs).
3. Maintain a separate file for each parcel of real property acquired.
4. Determine necessary method(s) for acquiring real property.
5. Prepare correspondence with property owners.
6. Assist County in negotiations with property owner(s).
7. Prepare required acquisition reports and submit to TDA.

E. Construction Management

1. Establish procedures to document expenditures associated with local construction of the project (if force account is applicable).
 - Assist County in determining whether and/or what TxCDBG contract activities will be carried out in whole or in part via force account labor.
 - Assist County in determining whether or not it will be necessary to hire temporary employees to specifically carry out TxCDBG contract activities.
 - Assist County in maintaining adequate documentation of personnel, equipment and materials expended/used and their costs.
2. Assist County in documenting compliance with all federal and state requirements related to equal employment opportunity.
3. Assist County in documenting compliance with all federal and state requirements related to minimum wage and overtime pay requirements.
4. Provide assistance to or act as local labor standards officer. Notify TDA in writing of name, address, and phone number of appointed labor standards compliance officer.
5. Request wage rates from TDA.
6. Provide sample TxCDBG contract documents to engineer.
7. Advertise for bids.
8. Make ten-day call to TDA.
9. Verify construction contractor eligibility with TDA.
10. Review construction contract.
11. Conduct pre-construction conference and prepare minutes.
12. Submit any reports of additional classification and rates to TDA.
13. Issue Notice of Start of Construction to TDA.
14. Review weekly payrolls, including compliance follow-ups. Conduct employee interviews.
15. Process change orders approved by County and the project engineer and submit to TDA prior to execution with the construction contractor.
16. Obtain Certificate of Construction Completion/Final Wage Compliance Report and submit to TDA.
17. Provide general advice and technical assistance to County personnel on implementation of project and regulatory matters.

F. Fair Housing / Equal Opportunity

1. Assist the County in developing, implementing and documenting new activities to affirmatively further fair housing during the contract period.
2. Maintain documentation of all project beneficiaries by ethnicity and gender.
3. Assist with the development and administration of the Citizen Participation Plan per 24 CFR Part 91, including grievance procedures.
4. Assist with Section 3 requirements per 24 CFR Part 135.
5. Prepare all Section 504 requirements per 24 CFR Part 8.
6. Provide all applicable equal opportunity provisions and certifications for inclusion in bid packet.
7. Ensure adoption of Excessive Force provision per 24 CFR Part 91.
8. Ensure the adequate publication of required notices.

G. Relocation

1. Prepare and submit local relocation guidelines to TDA for approval.
2. Assist County in identifying individuals to be relocated and prepare appropriate notices.
3. Interview relocatees and identify assistance needs.
4. Maintain a relocation record for each individual/family.
5. Provide education/assistance to relocatees.

6. Inventory local available housing resources and maintain a referral list.
7. Issue appropriate notices to relocatees.
8. Ensure that all payments are made in a timely manner.

H. Rehabilitation of Private Property

1. Prepare and submit local rehabilitation guidelines to TDA for approval.
2. Assist County in establishing escrow account and obtaining TDA approval.
3. Develop outreach and necessary application processing/verification forms.
4. Screen applicants.
5. Prepare work write-ups and cost estimates.
6. Issue Notice to Proceed to construction contractor(s).
7. Conduct interim/final inspections, process final contract documents, and maintain a record of beneficiaries.
8. Maintain client files following TDA requirements.

I. Audit / Close-out Procedures

1. Prepare the final Project Completion Report, including the General Report, Recipient Beneficiary Report, Final Financial Interest Report, and any required documentation regarding citizen participation/equal rights/fair housing and Certificate of Completion.
2. Assist County in resolving any monitoring and audit findings.
3. Assist County in resolving any third party claims.
4. Provide auditor with TxCDBG audit guidelines.

**PART III
PAYMENT SCHEDULE**

County shall reimburse (Contractor) for management/administrative services provided for completion of the following project milestones per the following percentages of the maximum contract amount:

Milestone / Task	% of Contract Fee
• Establishment of Recordkeeping System	5%
• Completion of Environmental/Special Conditions Clearance	15%
• Completion of all Acquisition Activities	10%
• Completion of the Bid/Contract Award Process	15%
• Labor Standards Compliance/Completion of Construction	15%
• Comply with EEO / Fair Housing Requirements	10%
• Program and Financial Management	20%
• Filing of all Required Close-out Information	10%
Total	100%

NOTE: Percentages of payment listed here are guidelines based on management services typically provided. The payment schedule should be tied directly to the actual Scope of Work identified in Part II - Administrative Scope of Services. Localities may also opt to reimburse Professional Services Contracts on an hourly basis.

PART IV TERMS AND CONDITIONS

1. Termination for Cause. If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the County shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the County, be turned over to the County and become the property of the County. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor, and the County may set-off the damages it incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor.

2. Termination for Convenience of the County. County may at any time and for any reason terminate Contractor's services and work at County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by County; (3) plus ten percent (10%) of the cost of the work referred to in **subparagraph (1)** above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against County for any additional compensation or damages in the event of such termination and payment.

3. Changes. The County may, from time to time, request changes in the services the Contractor will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Contractor's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
5. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. *[This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.]*
6. If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

5. Personnel.
 - a. The Contractor represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.
 - b. All of the services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
 - c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.
6. Assignability. The Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County thereto; Provided, however, that claims for money by the Contractor from the County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County.
7. Reports and Information. The Contractor, at such times and in such forms as the County may require, shall furnish the County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
8. Records and Audits. The Contractor shall insure that the County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. County shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.
9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Contractor under this contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the County.
10. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
11. Compliance with Local Laws. The Contractor shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Contractor shall save the County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
12. Conflicts of interest.
 - a. Governing Body. No member of the governing body of the County and no other officer, employee, or agent of the County, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of the TxCDBG award between TDA and the County shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.
 - b. Other Local Public Officials. No other public official who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the TxCDBG award between TDA and the County shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.

- c. Contractor and Employees. The Contractor warrants and represents that it has no conflict of interest associated with the TxCDBG award between TDA and the County or this Agreement. The Contractor further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the TxCDBG award between TDA and the County or in any business, entity, organization or person that may benefit from the award. The Contractor further agrees that it will not employ an individual with a conflict of interest as described herein.
13. Debarment and Suspension (Executive Orders 12549 and 12689). The Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term “principal” for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor. The Contractor understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, “Debarment and Suspension.”

Federal Civil Rights Compliance.

14. Equal Opportunity Clause (applicable to contracts and subcontracts over \$10,000).

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

- a. 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.
- b. 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 considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Contractor will not discourage 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.
- d. 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.
- e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, “Equal Employment Opportunity,” and of the rules, regulations, and relevant orders of the Secretary of Labor.

- f. 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.
- g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
15. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
16. Section 109 of the Housing and Community Development Act of 1974. The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
17. Section 504 Rehabilitation Act of 1973, as amended. The Contractor 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.
18. Age Discrimination Act of 1975. The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

[If this Contract is greater than \$100,000, include the following Section 3 language:]

19. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.
- a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c. The Contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- e. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. 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 Agreement 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).

Non-Disclosure Agreement

In consideration of Jefferson County retaining the services of a consultant and because of the sensitivity of certain information which may come under the care and control of Consultant, both parties agree that all information regarding the County or any selected County agency subject to this Contract; _____ or gathered, produced, or derived from this project (Confidential Information) must remain confidential subject to release only by permission of the County, and more specifically agree as follows:

Media releases pertaining to this RFP and/or any resulting contract, or the services to which they relate, will not be made without the prior written consent of the County, and then only in accordance with explicit written instructions from the County. The disclosure of the contents of proposals prior to the award of a contract under this RFP, or any other violation of this section, may result in disqualification.

1. The Information may be used by Consultant only to assist Consultant in connection with its engagement with the County.
2. Consultant will not, at any time, use the Information in any fashion, form, or manner except in its capacity as independent consultant to the County.
3. Consultant agrees to maintain the confidentiality of any and all deliverables resulting from this Contract in the same manner that it protects the confidentiality of its own proprietary products of like kind.
4. The Information may not be copied or reproduced without the County's written consent.
5. All materials made available to Consultant, including copies thereof, must be returned to County upon the first to occur of; (a) completion of the project, or (b) request by the County.
6. The foregoing must not prohibit or limit Consultant use of the information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) (a) previously known to it, (b) independently developed by it, (c) acquired by it from a third party, or (d) which is or becomes part of the public domain through no breach to Consultant of this agreement.
7. This agreement shall become effective as of the date Information is first made available to Consultant and must survive the contract and be a continuing requirement.
8. The breach of this Nondisclosure Agreement by Consultant shall entitle the County to immediately terminate the Agreement upon written notice to Contractor for such breach. The parties acknowledge that the measure of damages in the event of a breach of this Nondisclosure Agreement may be difficult or impossible to calculate, depending on the nature of the breach. Regardless of whether the County elects to terminate the Agreement upon the breach hereof, the County may require Consultant to pay to the County the sum of \$1,000 for each breach as liquidated damages. This amount is not intended to be in the nature of a penalty, but is intended to be a reasonable estimate of the amount of damages to the County in the event of a breach hereof by Consultant. Comptroller does not waive any right to seek additional relief, either equitable or otherwise, concerning any breach of this Agreement.

[Printed Name of Consultant]

By: _____

Title: _____

Date: _____

Offeror Must Complete and Return This Page With Offer.

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

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:

Offeror Must Complete and Return This Page With Offer.

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

Offeror Must Complete and Return This Page With Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY <hr/> Date Received	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <hr style="border: none; border-top: 1px solid black; height: 1em;"/>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="font-size: small;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center; font-size: small;">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; font-size: small;">Signature of vendor doing business with the governmental entity</p> <p style="text-align: right; margin-right: 100px;">_____</p> <p style="text-align: right; font-size: small;">Date</p>		

Adopted 8/7/2015

Offeror Must Complete and Return This Page With Offer.

Local Government Officer Conflicts Disclosure Statement - OFFICE USE ONLY

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

Adopted 8/7/2015

Offeror Must Complete and Return This Page With Offer.

Good Faith Effort (GFE)

DETERMINATION CHECKLIST

This information must be submitted with your bid.

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

Did the Prime Contractor/Consultant . . .

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

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

Printed Name of Authorized
Representative

Signature

Title

Date

Offeror Must Complete and Return This Page With Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
 Yes No

Prime Contractor: _____ HUB: Yes No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Offeror Must Complete and Return This Page With Offer.

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) "Nonresident 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.

Offeror Must Complete and Return This Page With Offer.

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 _____, 2016.

Notary Public in and for
the State of _____

Offeror Must Complete and Return This Page With Offer.



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street, 1st Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

November 7, 2016

Request for Statements of Qualification (RFQ 16-036/JW)
Engineering Services for Community Development Block Grant Program Phase VI

Dear Vendors:

The County of Jefferson, Texas is soliciting statements of qualifications from professional qualified Engineering/Architectural Firms to assist the County in its application and project implementation of a contract, if awarded, from the 2017-2018 Texas Community Development Fund of Texas Community Development Block Grant Program of the Texas Department of Agriculture – Office of Rural Affairs (TDA). Jefferson County will be applying for such funding to support eligible activities (sewer improvements) in the County of Jefferson, Texas. Firms should have past experience with federally funded programs.

All interested individuals and firms shall obtain a "Request for Qualifications" packet from the Jefferson County Purchasing web site at <http://co.jefferson.tx.us/Purchasing/main.htm>.

All responses shall be submitted with an original and five (5) hard copies, to the Jefferson County Purchasing Agent, 1149 Pearl Street, 1st Floor, Beaumont, Texas 77701, no later than 11:00 am CDT, November 29, 2016. Responses will be publicly opened and the names of responding firms will be read aloud in the Jefferson County Commissioners' Courtroom at the time and date below.

All responses shall be submitted to the Jefferson County Purchasing Agent in a sealed envelope marked:

Request NAME:	Engineering Services for Community Development Block Grant Program Phase VI
Request NO:	RFQ 16-036/JW
DUE DATE/TIME:	11:00 am CDT, Tuesday, November 29, 2016
MAIL OR DELIVER TO:	Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, Texas 77701

Jefferson County reserves the right to negotiate with any and all individuals or firms that submit proposals, as per the Texas Professional Services Procurement Act and the Uniform Grant and Contract Management Standards. Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises are encouraged to submit proposals. Individuals requiring special accommodations are requested to contact our office at 409-835-8593 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County.

Any questions relating to these requirements should be directed to Jamey West, Assistant Purchasing Agent at 409-835-8593 or jwest@co.jefferson.tx.us.

Sincerely,

Deborah L. Clark, Purchasing Agent
 Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – November 9th & November 16th, 2016

Request for Statements of Qualification (RFQ 16-036/JW)

Engineering Services for Community Development Block Grant Program Phase VI

Jefferson County is soliciting statements of qualifications from qualified Engineering/Architectural Firms to assist the County in its application and project implementation of a contract, if awarded, from the 2017-2018 Texas Community Development Fund of Texas Community Development Block Grant Program of the Texas Department of Agriculture – Office of Rural Affairs (TDA). Jefferson County will be applying for such funding to support eligible activities (sewer improvements) in the County of Jefferson, Texas.

The following outlines this request for qualifications.

1. Scope of Work

The engineering/architectural contract will encompass all project-related engineering/ architectural services to Jefferson County, including but not limited to the following:

- Preliminary and final design plans and specifications;
- Preparation of the bid packet;
- Conduct all field testing and inspections (interim and final); and
- Other special services.

Please specify actual tasks to be performed under each of these categories.

2. Statement of Qualifications

Jefferson County is seeking to contract with a competent engineering/architectural firm, registered to practice in the State of Texas, that has had experience in the following areas:

- Municipal construction including but not limited to waterworks, projects;
- Registered and in good standing as a professional engineer per the Texas Engineering Practice Act
- Federally-funded construction projects; and
- Projects located in this general region of the state

Offerors should also address the following topics within their response:

- Work Experience
- Capacity to perform the specific proposed task
- Technical expertise
- Ability to meet schedules
- Proximity to the area of the proposed work
- Familiarity with the area of the proposed work
- References – list of past/current clients, etc.

As such, please provide within your proposal a list of past local government clients, as well as resumes of all engineers/architects that will or may be assigned to this project if you receive the engineering/architectural services contract award.

- Please provide a copy of your current certificate of insurance for professional liability. Upon award, firm must provide a certificate of insurance that meets/exceeds insurance requirements as written on Pages 6-8 (Section 3. Insurance Requirements) of these specifications.
- Although not a requirement for award, it is a preference that the awarded firm for this request for statements of qualifications currently hold and/or have the ability to obtain TxCDBG Certified Administrator Certification. Certification of any staff person(s) that intend to actually perform engineering/architectural services is included within the Evaluation Rating Sheet Criteria. (See Page 27, Sample Engineer/Architect Rating Sheet)

Please provide Copy/Copies of TxCDBG Certified Administrator Certificate(s) for any staff person(s) that intend to actually perform grant administration on behalf of Jefferson County.

Should your firm not currently hold TxCDBG Certified Administration Certification(s), *you may choose* to include within your response a plan regarding your firm's intentions to obtain certifications. If so, please be specific regarding your firm's timeline for doing so.

Certification may be obtained by attending a TxCDBG Project Implementation Manual Workshop (or by completing the TxCDBG Project Implementation Manual Workshop webinar online and passing the CDBG review examination).

3. Evaluation Criteria

The proposals received will be evaluated and ranked according to the following criteria:

<u>Criteria</u>	<u>Maximum Points</u>
Experience	60
Work Performance	25
Capacity to Perform	<u>15</u>
Total	100

For this RFQ, Respondent's qualifications will be evaluated and the most qualified Respondent will be selected, subject to negotiation of fair and reasonable compensation.

- For costs of architectural/engineering (A/E) professional services that will exceed \$50,000, negotiations, including profit as a percentage of the price of the contract, must occur after the initial selection of the engineer or architect as price cannot be used as a selection factor. (See 2 CFR 200.320(d)(5) and Texas Government Code § 2254.004) Upon the initial selection of the Respondent based on its demonstrated competence and qualifications to perform such services, the Respondent must disclose and certify the percentage of profit as a separate element of the price of the contract during its negotiations with the Grant Recipient to determine fair and reasonable compensation.

4. Deadline for Submission

Statements of Qualification must be received no later than 11:00 am CDT, Tuesday, November 29, 2016.

Responses are to be sealed and addressed to the Purchasing Agent with the RFQ number and title included on the outside of the envelope or box.

One original and five (5) hard copies, of the qualifications statements shall be mailed or delivered to:

Jefferson County Purchasing Department
 1149 Pearl Street, 1st Floor
 Beaumont, TX 77701
 Attention: Deborah L. Clark, Jefferson County Purchasing Agent

Jefferson County will not accept any submissions received after the stated time and date, and shall return such submissions unopened to the Offeror.

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

Responses will be opened publicly in a manner to avoid public disclosure of contents/however only the names of Offerors will be read aloud.

Courthouse Security: Respondents are advised that all visitors to the Courthouse must pass through Security. Bidders planning to hand deliver bids 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. Bidders are strongly urged to plan accordingly.

County Holidays – 2016:

January 1	Friday	New Year's Day
January 18	Monday	Martin Luther King, Jr. Day
February 15	Monday	President's Day
March 25	Friday	Good Friday
May 30	Monday	Memorial Day
July 4	Monday	Independence Day
September 5	Monday	Labor Day
November 11	Friday	Veterans Day
November 24 & 25	Thursday & Friday	Thanksgiving
December 23 & 26	Friday & Monday	Christmas

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 bid 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 bids 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.

6. Laws and Regulations

The Engineering Firm awarded services under this RFQ must comply with all laws, ordinances, and rules and regulations which govern the work specified in this contract.

7. Insurance Requirements

The contractor (including any and all subcontractors as defined in Section 8.1.3 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.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured.

Contractor must furnish a Certificates of Insurance showing the following minimum coverage by insurance company(s) acceptable to the Jefferson County Purchasing Department.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-day written notice of cancellation, non-renewal, material change or termination required on all certificates	Bodily Injury and Property Damage Per Occurrence Aggregate
COMMERCIAL GENERAL LIABILITY including: 1. Premises - Operations 2. Products/ Completed Operations 3. Contractual Liability 4. Independent Contractors 5. Broad Form Property Damage 6. Personal Injury 7. Advertising Injury 8. Pollution (where applicable) 9. Fire Legal Liability 10. Medical Payments Coverage	<u>\$1,000,000 COMBINED SINGLE LIMIT</u>
AUTOMOBILE LIABILITY----OWNED, NON-OWNED, HIRED, BORROWED OR RENTED	<u>\$1,000,000 COMBINED SINGLE LIMIT</u>
WORKERS COMPENSATION INSURANCE	<u>WHICH COMPLIES WITH THE TEXAS WORKER'S COMPENSATION ACT</u>
EMPLOYERS LIABILITY INSURANCE	\$ 500,000
PROPERTY INSURANCE COVERAGE	<u>Each Contractor is responsible for insuring their own property and all interest in that property</u>
PROFESSIONAL LIABILITY--- ERRORS & OMISSIONS COVERAGE (Where Applicable)	<u>\$1,000,000 PER OCCURRENCE</u>

In the event of accidents of any kind, the Contractor must furnish the Jefferson County Purchasing Department with copies of all reports of any accident immediately, but no more than five (5) days of the accident.

II. ADDITIONAL REQUIREMENTS

- A. The Contractor must obtain worker's compensation coverage through a licensed insurance company obtained in accordance with Texas law. The contract for coverage must be written on a policy and with endorsements approved by the Texas Department of Insurance. The coverage provided must be in an amount sufficient to assure that all workers' compensation obligations incurred by the Contractor will be promptly met.

B. Certificate of Insurance:

- * The **County of Jefferson** must be named as an **additional insured** on the liability coverage and a **blanket waiver of subrogation** is required on all applicable Policies – **applicable endorsements MUST accompany the Certificate of Insurance.**
- * At a minimum, the carrier must be rated by A.M. Best with an A-VII or better.

8. Workers' Compensation Insurance

8.1 Definitions:

- 8.1.1 **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.
- 8.1.2 **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.
- 8.1.3 **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.
- 8.2 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.
- 8.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 6 above.
- 8.4 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.
- 8.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - 8.5.1 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
 - 8.5.2 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.
- 8.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 8.7 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.
- 8.8 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.

- 8.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 8.9.1 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.
 - 8.9.2 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.
 - 8.9.3 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.
 - 8.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 8.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 8.9.4.2 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.
 - 8.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - 8.9.6 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
 - 8.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 8.1. – 8.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 8.10 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.
- 8.11 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.

Section 9. Additional Information

Respondents shall provide a listing of all current litigation(s), outstanding judgements and liens affecting the firm.

Section 10. Terms and Conditions

1. Jefferson County reserves the right to request clarification of information submitted and to request additional information of one or more applicants.
2. Any agreement or contract resulting from this RFQ shall be on forms approved by Jefferson County and shall contain, at minimum, applicable provisions of this document. Jefferson County reserves the right to reject any agreement that does not conform to this document and any County requirements and contracts.
3. The Engineering Firm shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.
4. No reports, information, or data given to or prepared by the Engineering Firm under contract shall be made available to any individual or organization by the Engineering Firm without the prior written approval of the County.

5. Vendor Registration: SAM (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>

Respondents are strongly encouraged to review their firm's SAM (System for Award Management) status prior to Qualifications Submission.

6. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

As of January 1, 2016, per House Bill 1295, the Texas Ethics Commission (TEC) requires **all awarded vendors** to complete a Certificate of Interested Parties (FORM 1295) at time of notification of award. **Awarded Vendors** (for contracts under this RFQ) must visit the TEC website link below, 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.

At the time of award, the Jefferson County Purchasing Department will submit a request to the Awarded Vendor (for a contract under this RFQ) to both:

1. Submit FORM 1295 online via the Texas Ethics Commission website link below.
2. Submit a printed copy of FORM 1295, signed by an Authorized Agent of the Awarded Vendor and notarized to the Jefferson County Purchasing Department.

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

7. Minority-Women Business Enterprise Participation

It is the desire of Jefferson County to increase the participation of 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.

Vendor Reference

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.

THIS FORM MUST BE RETURNED WITH YOUR BID.

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:

Offeror Must Complete and Return This Page With Offer.

Signature Page

By submitting a response to this solicitation, the undersigned certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal/qualifications submission and time of award, the undersigned will notify the Jefferson County Purchasing Agent. Failure to do so may result in terminating a contract for default.

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.

Firm (Entity Name)	Signature
Street & Mailing Address	Print Name
City, State & Zip	Date Signed
Telephone Number	Fax Number
E-mail Address	

Respondent Shall Return Completed Form with Offer.

Respondent's Certification

I have carefully examined the Request for Statements of Qualifications, Scope of Services Background, and any other documents accompanying or made a part of this Request for Qualifications.

I hereby propose to furnish the goods or services specified in the Request for Qualifications. I agree that my proposal will remain firm for a period of up to 120 days in order to allow the County adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service: no officer, employee or agent of Jefferson County or any other Respondent is interested in said proposal: and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

BY:

Sworn to and subscribed before me
this _____ day of
_____, 2016

SIGNATURE

NAME & TITLE, TYPED OR PRINTED

Notary Public

MAILING ADDRESS

State of _____

CITY, STATE, ZIP CODE

My Commission Expires: _____

(_____) _____
TELEPHONE NUMBER

Respondent Shall Return Completed Form with Offer.

DISCLAIMER: This sample draft document was developed by TDA's Office of Rural Affairs and does not include all applicable provisions. This document has important legal consequences. Please consult with your legal counsel with respect to its completion or modification to insure that it is in compliance with any appropriate local, state and federal laws applicable.

Sample Contract

ENGINEERING/ARCHITECTURAL SERVICES

PART I

AGREEMENT

THIS AGREEMENT, entered into this ____ day of _____, by and between the COUNTY OF Jefferson, Texas, hereinafter called the "County", acting herein by _____ hereunto duly authorized, and _____ hereinafter called "Firm," acting herein by _____.

WITNESSETH THAT:

WHEREAS, the County of _____ desires to [implement/construct/etc.] the following: _____ *[describe project]* under the general direction of the Texas Community Development Block Grant (hereinafter called "TxCDBG") Program administered by the Texas Department of Agriculture (TDA); and Whereas the County desires to engage _____ to render certain engineering/architectural services in connection with the TxCDBG Project, Contract Number _____.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services
The Firm will perform the services set out in Part II, Scope of Services.
2. Time of Performance - The services of the Firm shall commence on _____. In any event, all of the services required and performed hereunder shall be completed no later than _____.
3. Local Program Liaison - For purposes of this Agreement, the [*e.g. City Manager/County* _____] or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Firm. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
4. Access to Records - The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas Department of Agriculture (TDA), and the County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Firm which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the County's TxCDBG contract with TDA.
5. Retention of Records - The Firm shall retain all required records for three years after the County makes its final payment and all pending matters are closed.

- 6. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$_____. Payment to the Firm shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.
- 7. Indemnification – The Firm shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the County and its agency members from and against any and all claims, costs, suits, and damages, including attorney’s fees, arising out of the Firm’s performance or nonperformance of the activities, services or subject matter called for in this Agreement, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.
- 8. Miscellaneous Provisions
 - a. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Jefferson County, Texas.
 - b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
 - c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
 - d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
 - e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to an incorporated into this Agreement.
- 9. Extent of Agreement
 This Agreement, which includes Parts I-V, [*and if applicable*, including the following exhibits/attachments:] represents the entire and integrated agreement between the County and the Firm and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both County and the Firm.

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

BY: _____
 (Local County Official)

 (Printed Name)

 (Title)

BY: _____
 (Firm/Contractor’s Authorized Representative)

 (Printed Name)

 (Title)

PART II
SCOPE OF SERVICES

The Firm shall render the following professional services necessary for the development of the project: (*Choose appropriate contracted services*)

SCOPE OF SERVICES

1. Attend preliminary conferences with the County regarding the requirements of the project.
2. Determine necessity for acquisition of any additional real property/easements/right-of-ways (ROWS) for the TxCDBG project and, if applicable, furnish to the County:
 - a. Name and address of property owners;
 - b. Legal description of parcels to be acquired; and
 - c. Map showing entire tract with designation of part to be acquired.
3. Make any necessary surveys of existing rights-of-way, topography, utilities, or other field data required for proper design of the project. Provide consultation and advice as to the necessity of the County providing or obtaining other services such as auger borings, core borings, soil tests, or other subsurface explorations; laboratory testing and inspecting of samples or materials; other special consultations. The Firm will review any tests required and act as the County's representative in connection with any such services.
4. Prepare railroad/highway permits.
5. Prepare a preliminary engineering/architectural study and report on the project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the County, to include preliminary layouts, sketches and cost estimates for the project, and to set forth clearly the Firm's recommendations; to be completed within _____ days of execution of this Agreement.
6. Furnish the County copies of the preliminary report, if applicable (additional copies will be furnished to the County at direct cost of reproduction).
7. Furnish the County a written monthly status report at least seven (7) days prior to the regularly scheduled council/commissioner's court meeting until the project is closed by TDA. The format for this report is attached to this Agreement as Exhibit 1.
8. Submit detailed drawings and plans/specifications to appropriate regulatory agency(ies) and obtain clearance.
9. Prepare bid packet/contract documents/advertisement for bids. At the time the bid packet is completed, the Firm shall also furnish to the County an updated written Estimate of Probable Costs for the Project.
10. Make 10-day call to confirm prevailing wage decision.
11. Incorporate any and all wage rate modifications or supersedes via bid addendum (if applicable).
12. Conduct bid opening and prepare minutes.
13. Tabulate, analyze, and review bids for completeness and accuracy.
14. Accomplish construction contractor's eligibility verification through www.SAM.gov.
15. Conduct pre-construction conference and prepare copy of report/minutes.
16. Issue Notice to Proceed to construction contractor.
17. Provide in all proposed construction contracts deductive alternatives where feasible, so that should the lowest responsive base bid for construction exceed the funds available, deductive alternatives can be taken to reduce the bid price.
18. Design for access by persons with disabilities for those facilities to be used by the public in accordance with Public Law 504.
19. Use TDA-approved forms for instructions to bidders, general conditions, contract, bid bond, performance bond, and payment bond.

20. Make periodic visits, no less than every 30 days during the construction period, to the site to observe the progress and quality of the work, and to determine, in general, if the work is proceeding in accordance with the Agreement.
21. Consult with and advise the County during construction; issue to contractors all instructions requested by the County; and prepare routine change orders if required, at no charge for engineering services to the County when the change order is required to correct errors or omissions by the Firm; provide price analysis for change orders; process change orders approved by County and the Firm and submit to TDA for approval prior to execution with the construction contractor.
22. Review shop and working drawings furnished by contractors for compliance with design concept and with information given in contract documents (contractors will be responsible for dimensions to be confirmed and correlated at job site).
23. Resolve all payment requests within 14 days of receipt of signed pay request from the construction contractor.
24. Based on the Firm's on-site observations and review of the contractor's applications for payment, determine the amount owed to the contractor in such amounts; such approvals of payment to constitute a representation to the County, based on such observations and review, that the work has progressed to the point indicated and that the quality of work is in accordance with the plans, specifications and contract documents.
25. Recommend that a 10% retainage is withheld from all payments on construction contracts until final acceptance by the County and approval by TDA, unless State or local law provides otherwise.
26. Prepare Certificate of Construction Completion and Clean Lien Certificate. A Clean Lien Certificate may be prepared for each of the Prime Contractor(s) and each of the subcontractor(s).
27. Conduct interim/final inspections.
28. Revise contract drawings to show the work as actually constructed, and furnish the County with a set of "record drawings" plans.
29. The Firm will provide a copy of the final project record drawing(s) engineering schematic(s), as constructed using funds under this contract. These maps shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media, such as compact disc (CD), which are compatible with computer systems owned or readily available to the owner. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the Firm shall include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal has been provided to the County. In addition, complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the data and maps shall be provided to the owner in written form.

SUBCONTRACTS

1. No work under this Agreement shall be subcontracted by the Firm without prior approval, in writing, from the County.
2. The Firm shall, prior to proceeding with the work, notify the County in writing of the name of any subcontractors proposed for the work, including the extent and character of the work to be done by each.
3. If any time during progress of the work, the County determines that any subcontractor is incompetent or undesirable, the County will notify the Firm who shall take reasonable and immediate steps to satisfactorily cure the problem, substitute performance, or cancel such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and the County.
4. The Firm will include in all contracts and subcontracts in excess of \$150,000 a provision which requires compliance 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). The provisions shall require reporting of violations to TDA and to the Regional Office of the Environmental Protection Agency (EPA).

5. The Firm will include in all contracts and subcontracts in excess of \$150,000 provisions or conditions which will allow for administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
6. The Firm will include in all contracts and subcontracts in excess of \$10,000 provisions addressing termination for cause and for convenience by the County including the manner by which it will be effected and the basis for settlement..
7. The Firm will include in all contracts and subcontracts provisions requiring compliance with the following, if applicable:
 - a. Prime construction contracts in excess of \$2,000, compliance with the Davis-Bacon Act, as amended (40 U.S.C.3141-3144, 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5);
 - b. Prime construction contracts in excess of \$2,000, compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3)
 - c. Contracts greater than \$10,000, the inclusion of the Equal Opportunity clause provided under 41 CFR 60-1.4(b) (Executive Order 11246);
 - d. Section 3 of the Housing and Urban Development Act of 1968;
 - e. Contracts exceeding \$100,000, compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352);
 - f. For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708), including work week requirements and safety conditions for workers, as supplemented by Department of Labor regulations (29 CFR Part 5); and
 - g. For procurement of recovered materials 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, compliance with 2 CFR 200.322 and section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, which requires procuring only items designated in guidelines of the EPA at 40 CFR part 247 that contain the highest percentage of recovered materials practicable.
8. The Firm will include in all negotiated contracts and subcontracts a provision which indicates that funds will not be awarded under this contract to any party which is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 2 CFR Part 2424. A certification shall be provided and received from each proposed subcontractor under this contract and its principals.
9. The Firm will include in all negotiated contracts and subcontracts a provision to the effect that the County, TDA, the Texas Comptroller of Public Accounts, the Comptroller General of the United States, the U.S. Department of Housing and Urban Development (HUD), or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.
10. The Firm will include in all contracts and subcontracts a requirement that the contractor maintain all relevant project records for three (3) years after the County has made final payment to the contractor and all other pending matters are closed.

STANDARD OF PERFORMANCE AND DEFICIENCIES

1. All services of the Firm and its independent professional associates, consultants and subcontractors will be performed in a professional, reasonable and prudent manner in accordance with generally accepted professional practice. The Firm represents that it has the required skills and capacity to perform work and services to be provided under this Agreement.
2. The Firm represents that services provided under this Agreement shall be performed within the limits prescribed by the County in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances.

3. Any deficiency in Firm's work and services performed under this contract shall be subject to the provisions of applicable state and federal law. Any deficiency discovered shall be corrected upon notice from County and at the Firm's expense if the deficiency is due to Firm's negligence. The County shall notify the Firm in writing of any such deficiency and provide an opportunity for mutual investigation and resolution of the problem prior to pursuit of any judicial remedy. In any case, this provision shall in no way limit the judicial remedies available to the County under applicable state or federal law.
4. The Firm agrees to and shall hold harmless the County, its officers, employees, and agents from all claims and liability of whatsoever kind or character due to or arising solely out of the negligent acts or omissions of the Firm, its officers, agents, employees, subcontractors, and others acting for or under the direction of the Firm doing the work herein contracted for or by or in consequence of any negligence in the performance of this Agreement, or by or on account of any omission in the performance of this Agreement.

SAMPLE

**PART III -
PAYMENT SCHEDULE**

County shall reimburse the Firm for professional services provided upon completion of the following project milestones per the following percentages of the maximum contract amount:

Milestone	% of Contract Fee
• Approval of Preliminary Engineering Plans and Specifications by County.	20%
• Approval of Plans and Specifications by Regulatory Agency(ies).	30%
• Completion of bid advertisement and contract award.	20%
• Completion of construction staking.	10%
• Completion of Final Closeout Assessment and submittal of "As Builts" to County.	10%
• Completion of final inspection and acceptance by the County.	10%
Total	100%

NOTE: Percentages of payment listed here are general guidelines based on engineering services typically provided. These are negotiable, and should serve only as a guide. Payment schedule should be tied directly to the actual Scope of Work identified in Part II - Scope of Services.

SPECIAL SERVICES

Special Services shall be reimbursed under the following hourly rate schedule: (List all applicable services to include overhead charge).

Registered Surveyor	\$ _____
Survey Crew (3 members)	\$ _____
Project Engineer	\$ _____
Engineering Technician	\$ _____
Project Representative	\$ _____
Draftsman	\$ _____

The fee for all other Special Services shall not exceed a total of _____ and No/100 Dollars (\$_____). The payment for these Special Services shall be paid as a lump sum, per the following schedule:

1. The Firm shall be paid upon completion of surveying, necessary field data, and acquisition data, if applicable, the sum of _____ and No/100 Dollars (\$_____).
2. The Firm shall be reimbursed the actual costs of necessary testing based on itemized billing statements from the independent testing laboratory, plus a _____ percent (____%) overhead charge. All fees for testing shall not exceed a total of _____ and No/100 Dollars (\$_____).
3. The payment requests shall be prepared by the Firm and be accompanied by such supporting data to substantiate the amounts requested.
4. Any work performed by the Firm prior to the execution of this Agreement is at the Firm's sole risk and expense.

PART IV

TERMS AND CONDITIONS

1. Termination of Agreement for Cause. If the Firm fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Firm violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the County shall have the right to terminate this Agreement by giving written notice to the Firm of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm pursuant to this Agreement shall, at the option of the County, be turned over to the County and become the property of the County. In the event of termination for cause, the Firm shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Firm shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Firm, and the County may set-off the damages it incurred as a result of the Firm's breach of the contract from any amounts it might otherwise owe the Firm.

2. Termination for Convenience of the County.

County may at any time and for any reason terminate Contractor's services and work at County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by County; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against County for any additional compensation or damages in the event of such termination and payment.

3. Changes. The County may, from time to time, request changes in the services the Firm will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Firm's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
4. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Amendment and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. *[This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.]* If the matter

is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

5. Personnel.

- a. The Firm represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.
- b. All of the services required hereunder will be performed by the Firm or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. Assignability. The Firm shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County thereto; Provided, however, that claims for money by the Firm from the County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County.

7. Reports and Information. The Firm, at such times and in such forms as the County may require, shall furnish the County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

8. Records and Audits. The Firm shall insure that the County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. The Firm and the County shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.

9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the County.

10. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Firm.

11. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

12. Conflicts of interest.

- a. Governing Body. No member of the governing body of the County and no other officer, employee, or agent of the County, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of TxCDBG award between TDA and

the County, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.

- b. Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the TxCDBG award between TDA and the County, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
- a. The Firm and Employees. The Firm warrants and represents that it has no conflict of interest associated with the TxCDBG award between TDA and the County or this Agreement. The Firm further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the TxCDBG award between TDA and the County or in any business, entity, organization or person that may benefit from the award. The Firm further agrees that it will not employ an individual with a conflict of interest as described herein.

13. Debarment and Suspension (Executive Orders 12549 and 12689)

The Firm certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term “principal” for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Firm. The Firm understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, “Debarment and Suspension.”

Federal Civil Rights Compliance.

14. Equal Opportunity Clause (applicable to contracts and subcontracts over \$10,000).

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

- a. The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Firm 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 Firm 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.
- b. The Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Firm will not discourage 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.
- d. The Firm 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 Firm's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - e. The Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - f. The Firm 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.
 - g. In the event of the Firm'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 Firm 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.
 - h. The Firm will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) 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 Firm will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Firm may request the United States to enter into such litigation to protect the interests of the United States.
15. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
 16. Section 109 of the Housing and Community Development Act of 1974. The Firm shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
 17. Section 504 of the Rehabilitation Act of 1973, as amended. 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.

18. Age Discrimination Act of 1975. The Firm shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
19. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (if contract greater than or equal to \$100,000)
The Firm certifies 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 this contract. The Firm shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

[If this Contract is greater than \$100,000, include the following Section 3 language:]

20. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.

- a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this Agreement 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 Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c. The Firm agrees to send to each labor organization or representative of workers with which the Firm has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Firm's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. The Firm 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 Firm will not subcontract with any subcontractor where the Firm has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- e. The Firm will certify that any vacant employment positions, including training positions, that are filled (1) after the Firm 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 Firm's obligations under 24 CFR part 135.
- f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with section 3 covered Indian housing assistance, section

7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. 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).

SAMPLE

**PART V
PROJECT TIME SCHEDULE
ENGINEERING/ARCHITECTURAL OR
PROFESSIONAL SERVICES**

INSERT YOUR OWN TIME SCHEDULE

SAMPLE

Exhibit 1.

MONTHLY STATUS REPORT

Grant Recipient: _____ Date Submitted: _____

Grant No.: _____ Reporting Period: _____

Project Status:

Date of Last Inspection: _____

Name of Inspector: _____

Inspection Description:

Projected Date of Construction Completion: _____

Amount of Last Pay Request: _____

Date of Last Pay Request: _____

Status of Last Pay Request: _____

List of Subcontractors Onsite

Name	Date Cleared by Grant Administrator
------	-------------------------------------

_____	_____
_____	_____
_____	_____

**This report may be e-mailed or faxed to the Grant Recipient*

Sample Engineer/Architect Rating Sheet

Grant Recipient _____
 Name of Respondent _____
 Evaluator's Name _____

TxCDBG Contract No. _____
 Date of Rating _____

Experience -- Rate the respondent for experience in the following areas:

Comments

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Has previously designed _____ type of projects	20	_____
2. Has worked on federally funded construction projects	10	_____
3. Has worked on projects that were located in this general region.	10	_____
Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.319(b)		
4. Extent of experience in project construction management	15	_____
5. Current Certification of TxCDBG Project Implementation Training	5	_____
Subtotal, Experience	60	_____

Work Performance

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Past projects completed on schedule	10	_____
2. Manages projects within budgetary constraints	5	_____
3. Work product is of high quality	10	_____
Subtotal, Performance	25	_____

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Staff Level / Experience of Staff	5	_____
2. Adequacy of Resources	5	_____
3. Professional liability insurance is in force	5	_____
Subtotal, Capacity to Perform	15	_____

TOTAL SCORE

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
<input type="checkbox"/> Experience	60	_____
<input type="checkbox"/> Work Performance	25	_____
<input type="checkbox"/> Capacity to Perform	15	_____
Total Score	100	_____

ATTACHMENT A

IFB 14-042/JW

Term Contract for Reinforced Concrete Pipe and Pre-cast Concrete Box Culverts for Jefferson County

Proposed Price Increase

Item	Size	Wall	Wt./Ft.	Unit Price per Foot	Proposed Price Increase Unit Price per Foot
1	12"	2"	90#	\$22.58	
2	15"	2-1/4"	125#	\$24.63	
3	18"	2-1/2"	160#	\$26.69	
4	21"	2-3/4"	205#	No Bid	
5	24"	3"	260#	\$30.11	\$36.08
6	27"	3-1/4"	310#	No Bid	
7	30"	3-1/2"	370#	\$52.69	
8	33"	3-3/4"	450#	No Bid	
9	36"	4"	520#	\$72.53	
10	42"	4-1/2"	680#	\$91.69	
11	48"	5"	850#	\$114.27	
12	54"	5-1/2"	1050#	\$160.11	
13	60"	6"	1280#	\$189.53	
14	72"	7"	1891#	\$283.95	
15	5'x4'	Box Culverts		\$273.69	
16	5'x3'	Box Culverts		\$255.22	
17	7'x3'	Box Culverts		\$388.64	
18	Other Concrete Products - % Off			No Discount	

Rural Pipe & Supply

809 Visador Road
 PO Box 1540
 Jasper, TX 75951
 Attention: John Spears
 409-384-5800 phone
 409-384-9363 fax
jspears@ruralpipe.com

**CONTRACT RENEWAL FOR IFB 14-042/JW
TERM CONTRACT FOR REINFORCED CONCRETE PIPE AND
PRE-CAST CONCRETE BOX CULVERTS FOR
JEFFERSON COUNTY**

The County entered into a contract with Rural Pipe & Supply for one (1) year, from November 17, 2014 to November 16, 2015, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its second one-year option to renew the contract for one (1) additional year from November 15, 2016 to November 14, 2017.

ATTEST:

JEFFERSON COUNTY, TEXAS



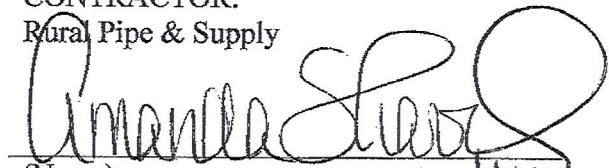
Carolyn L. Guidry, County Clerk



Jeff Branick, County Judge



CONTRACTOR:
Rural Pipe & Supply



(Name) 10/24/16

Change Order

No. 1

Date of Issuance: 11-7-16 Effective Date: 11-7-16

Project: Major Drive Extension From SH 124 to LaBelle Rd	Owner: Jefferson County	Owner's Contract No.: IFB 16-008/JW
Contract:		Date of Contract: 6-20-16
Contractor: ALLCO		Engineer's Project No.:

The Contract Documents are modified as follows upon execution of this Change Order:

Description: To revise the profile grade line of the proposed roadway with no change in Contract Time. The bid item for Excavation will be reduced from 21,049cy to 15,007cy for a savings of \$55,888.50 and a bid item will be added for Embankment of 4,507cy at \$16.15/cy for a cost of \$72,788.05. There will be an overall increase in Contract Price of \$16,899.55.

Attachments: Revised plan sheets 15 thru 61.

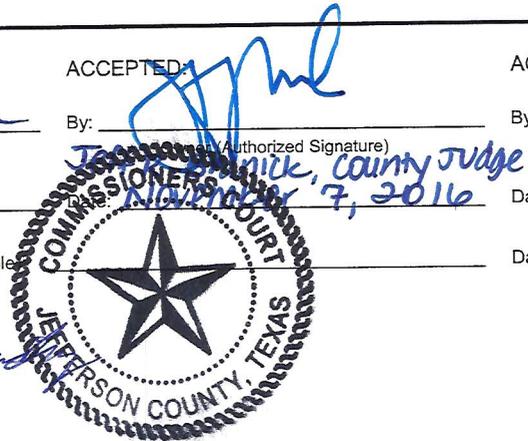
CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$1,777,773.00	Original Contract Times: <input type="checkbox"/> Working days <input type="checkbox"/> Calendar days Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Increase from previously approved Change Order No. _____: \$ _____	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: Substantial completion (days): _____ Ready for final payment (days): _____
Contract Price prior to this Change Order: \$1,777,773.00	Contract Times prior to this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Increase of this Change Order: \$16,899.55	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Contract Price incorporating this Change Order: \$1,794,672.55	Contract Times with all approved Change Orders: Substantial completion (days or date): _____ Ready for final payment (days or date): _____

RECOMMENDED: By: Carroll M. Rao Engineer (Authorized Signature) Date: 10/31/16

ACCEPTED: By: [Signature] Authorized Signature Date: _____

ACCEPTED: By: [Signature] Contractor (Authorized Signature) Date: 10/31/16

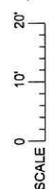
Approved by Funding Agency (if applicable) _____ Date: _____



ATTEST
DATE 11/7/16



PLAN



BRADLEY STEVEN STAFFORD, P.E.
 REGISTERED PROFESSIONAL ENGINEER NO. 70807
 DATE 5-5-16



JEFFERSON COUNTY

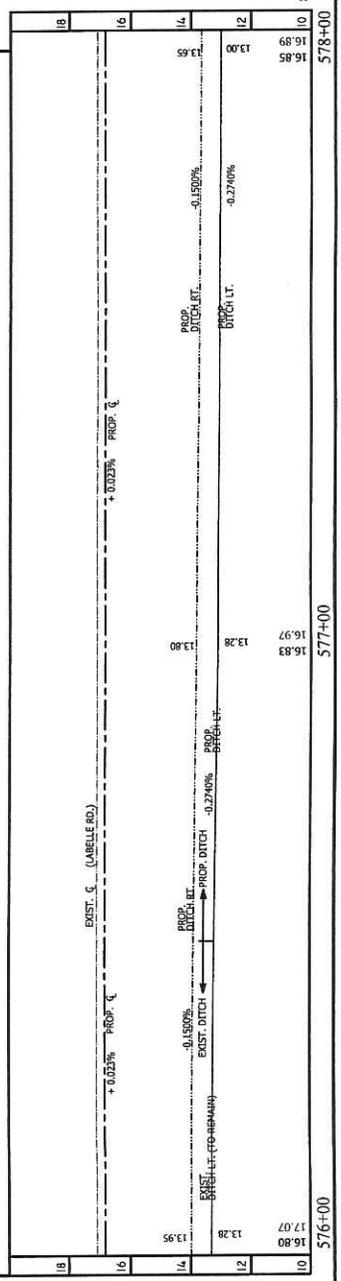
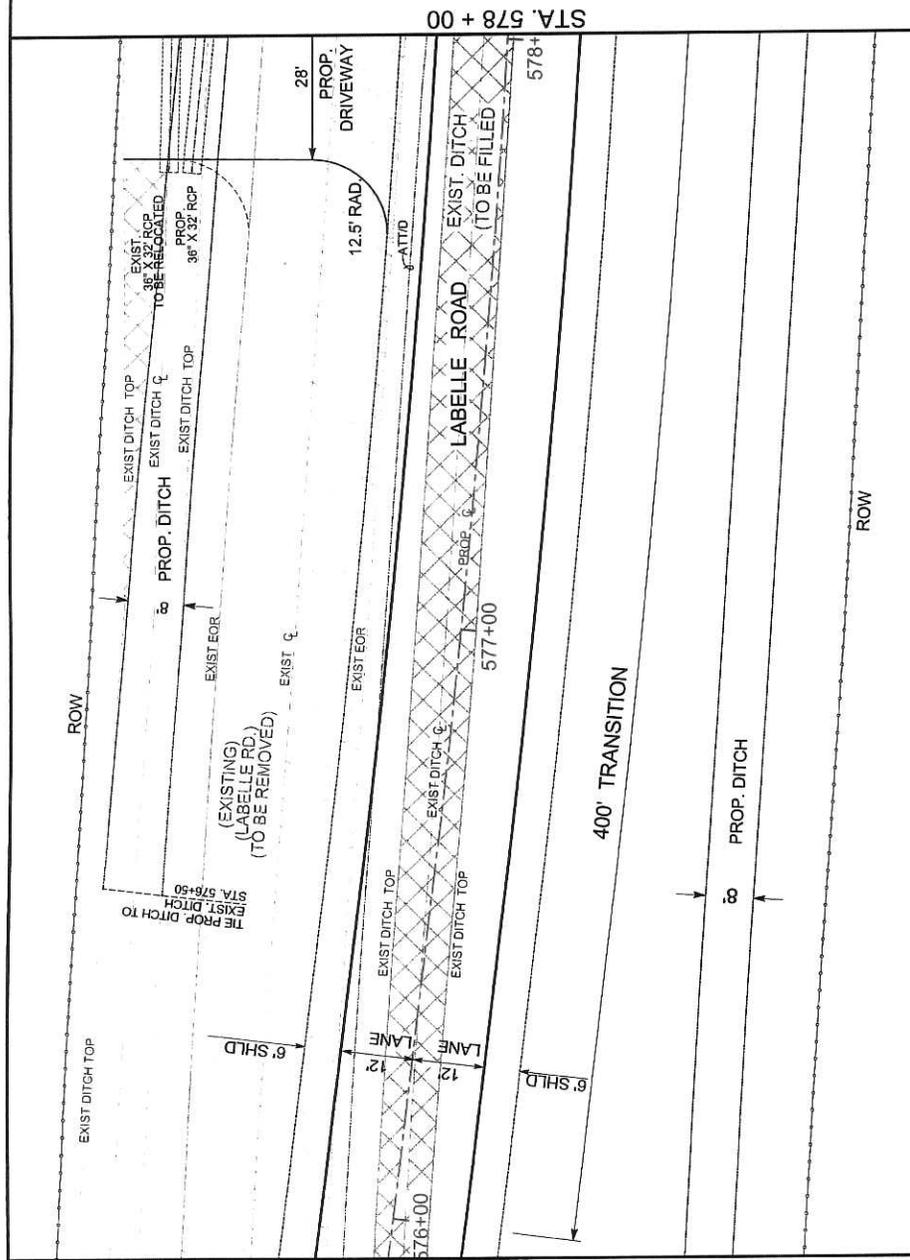
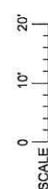
MAJOR DRIVE EXTENSION

PLAN AND PROFILE

SHEET 3 OF 40

DESIGN	J.D.	CHECKED	D.R.

PROFILE





Bradley Steven Stafford
 P.E.
 BRADLEY STEVEN STAFFORD, P.E.
 REGISTERED PROFESSIONAL ENGINEER NO. 70807

8-5-16
 DATE



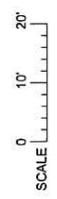
JEFFERSON COUNTY

MAJOR DRIVE
 EXTENSION

PLAN AND PROFILE
 SHEET 4 OF 40

DESIGN	J.D.	SHEET	14
CHECKED	D.R.	OF	40

PLAN

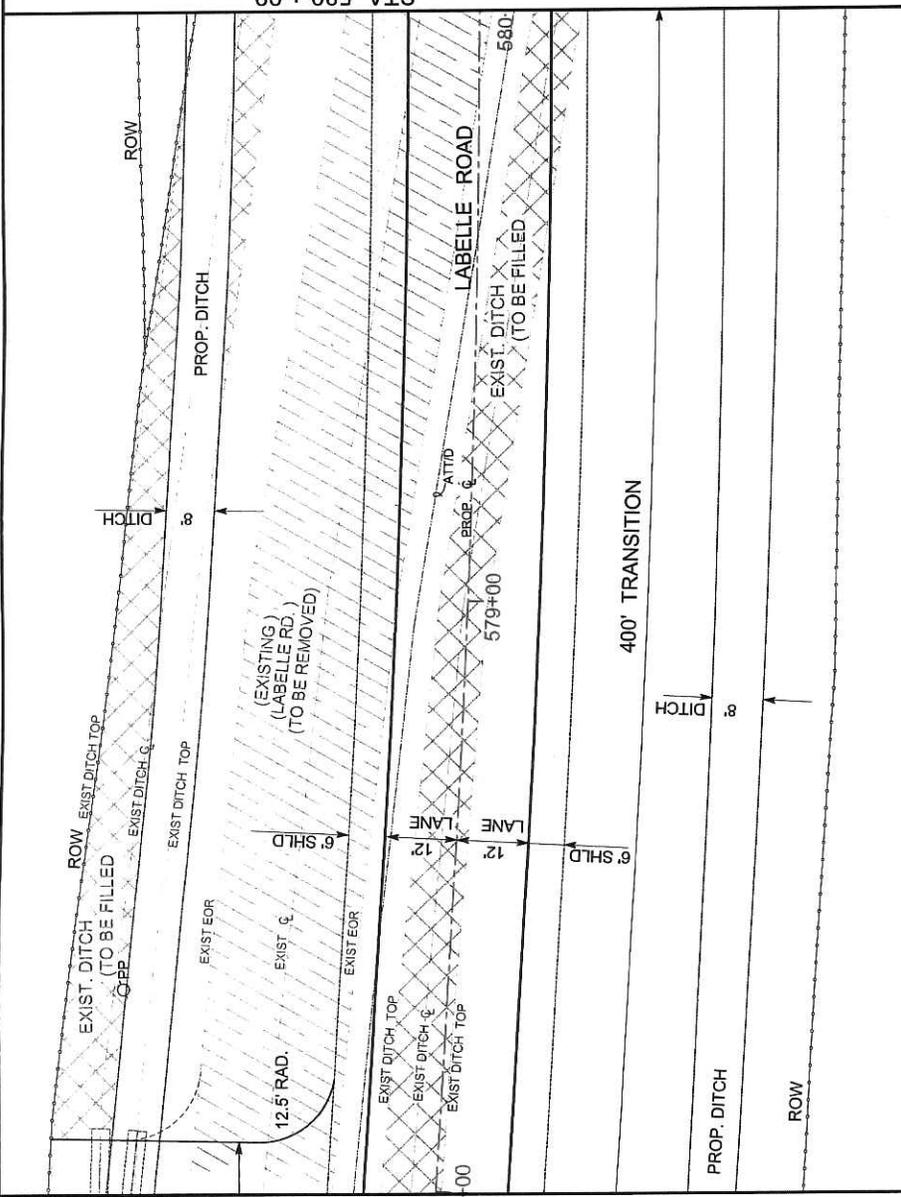


REVISED:
 7/25/2016

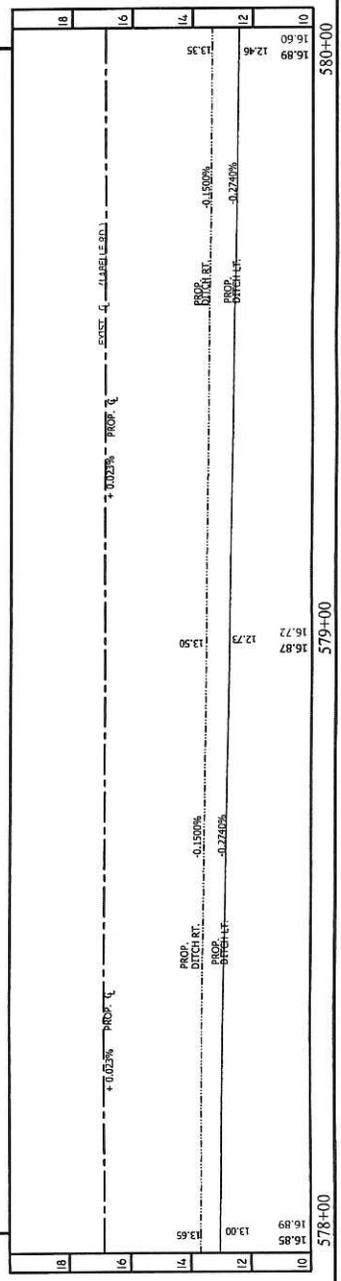
PROFILE



STA. 580 + 00



STA. 578+00





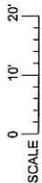
Bradley Steven Stafford
 P.E.
 BRADLEY STEVEN STAFFORD, P.E.
 REGISTERED PROFESSIONAL ENGINEER NO. 70807

DATE
 3-5-16



JEFFERSON COUNTY

PLAN



REVISED:
 7/25/2016

PROFILE



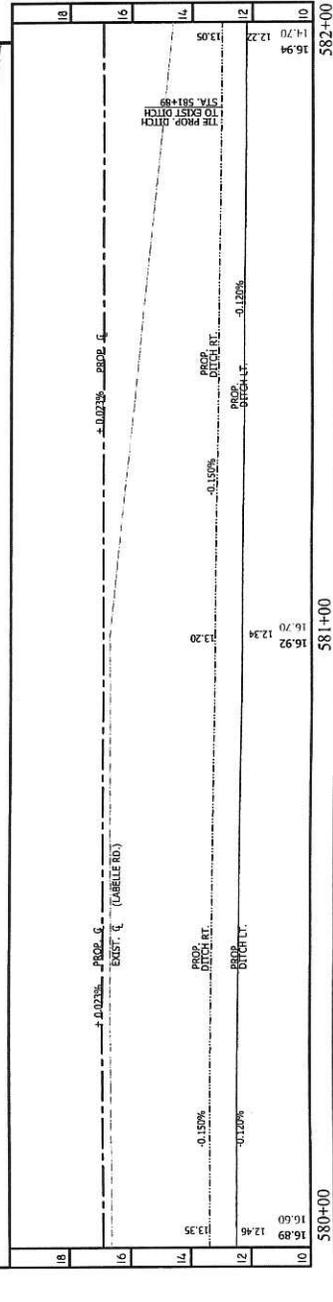
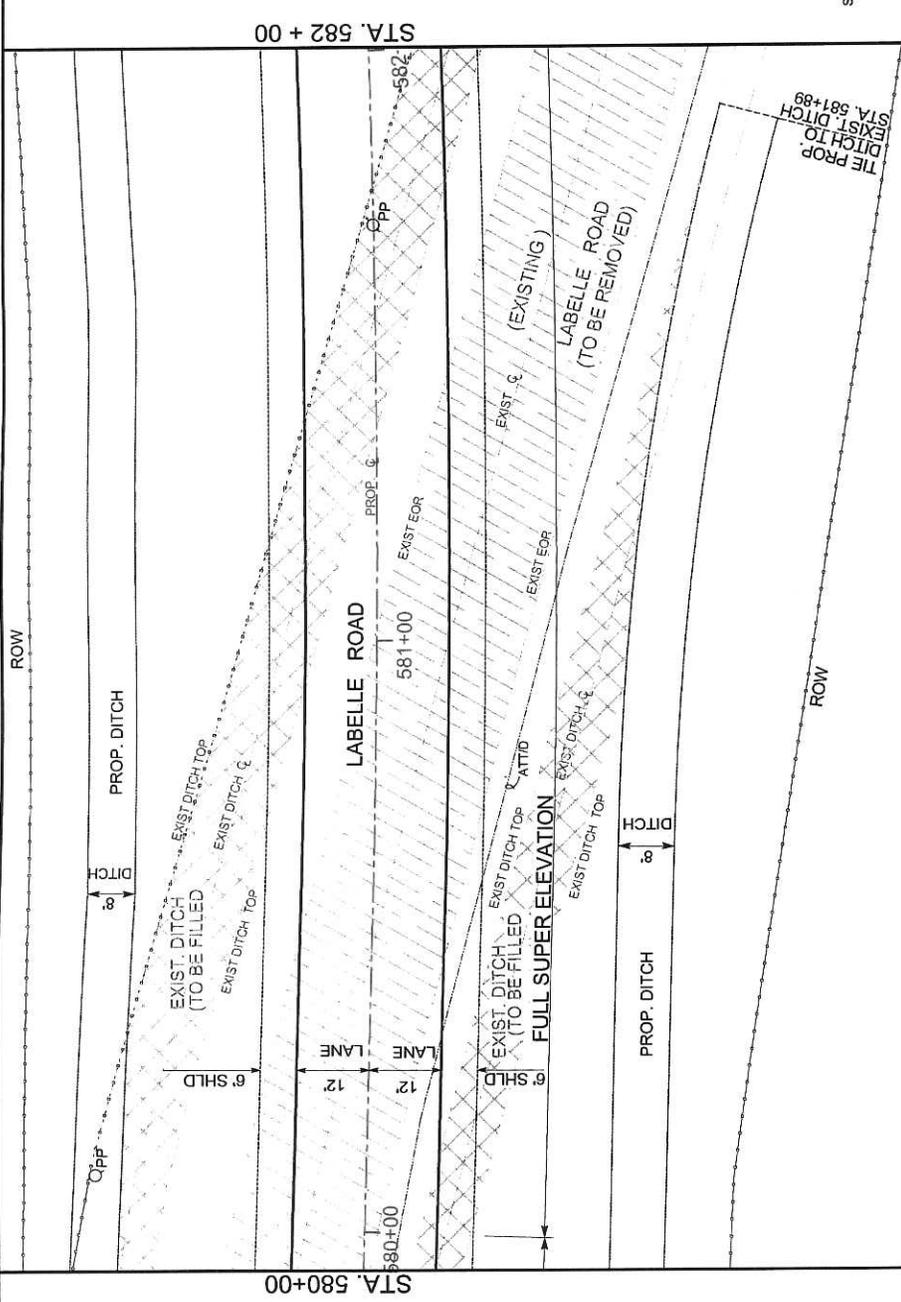
DESIGN J.D.
 CHECKED D.R.

**MAJOR DRIVE
 EXTENSION**

PLAN AND PROFILE

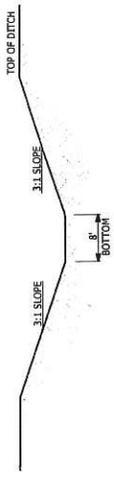
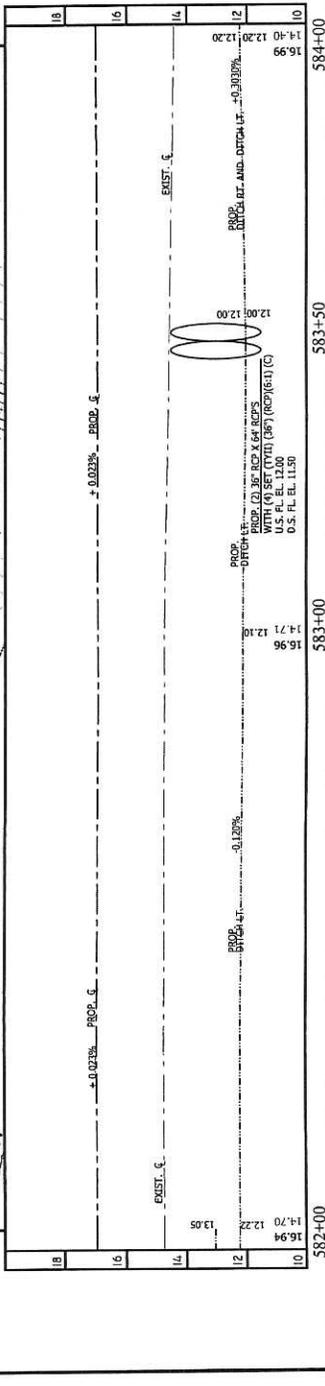
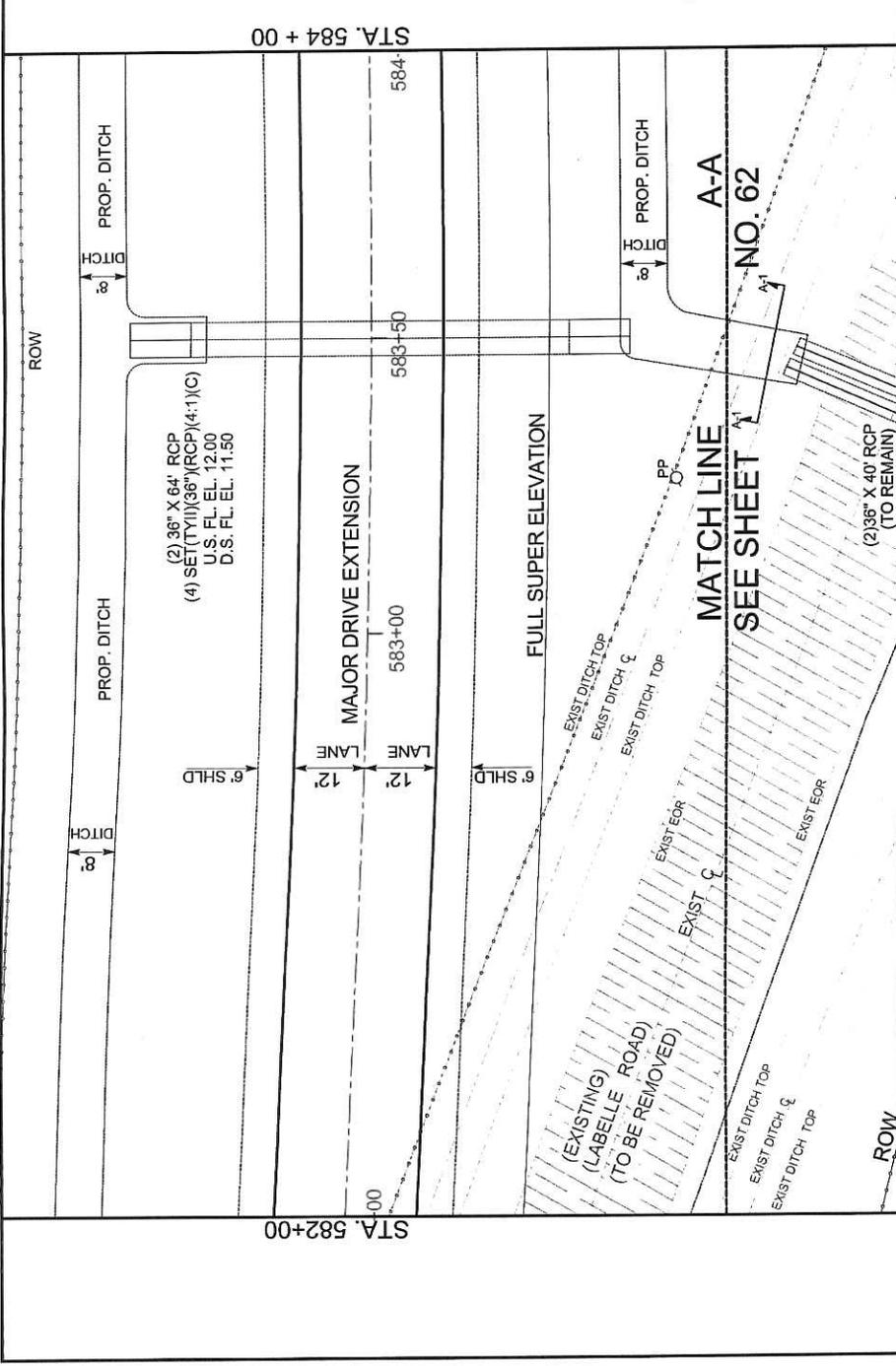
SHEET 5 OF 40

SHEET NO. 19



STA. 580+00

STA. 582+00



PLAN



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7/25/2016



Bradley Steven Stafford
P.E.
BRADLEY STEVEN STAFFORD, P.E.
REGISTERED PROFESSIONAL ENGINEER NO. 70807
8 - 5' - 16

DATE



JEFFERSON COUNTY

MAJOR DRIVE
EXTENSION

PLAN AND PROFILE
SHEET 6 OF 40

DESIGN	J.D.	SHEET NO. 20
CHECKED	D.R.	

PROFILE





Bradley Steven Stafford
 P.E.
 BRADLEY STEVEN STAFFORD, P.E.
 REGISTERED PROFESSIONAL ENGINEER NO. 70807

REVISID: 7/25/2016
 DATE 8.5.16



JEFFERSON COUNTY

MAJOR DRIVE
 EXTENSION

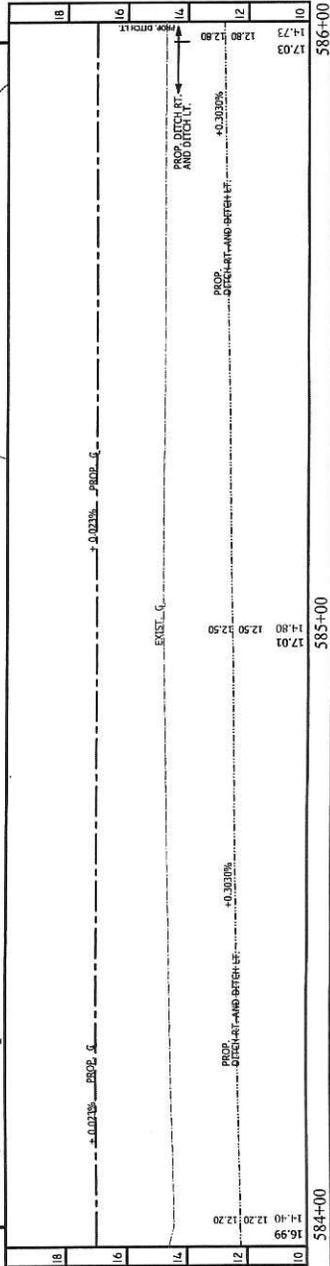
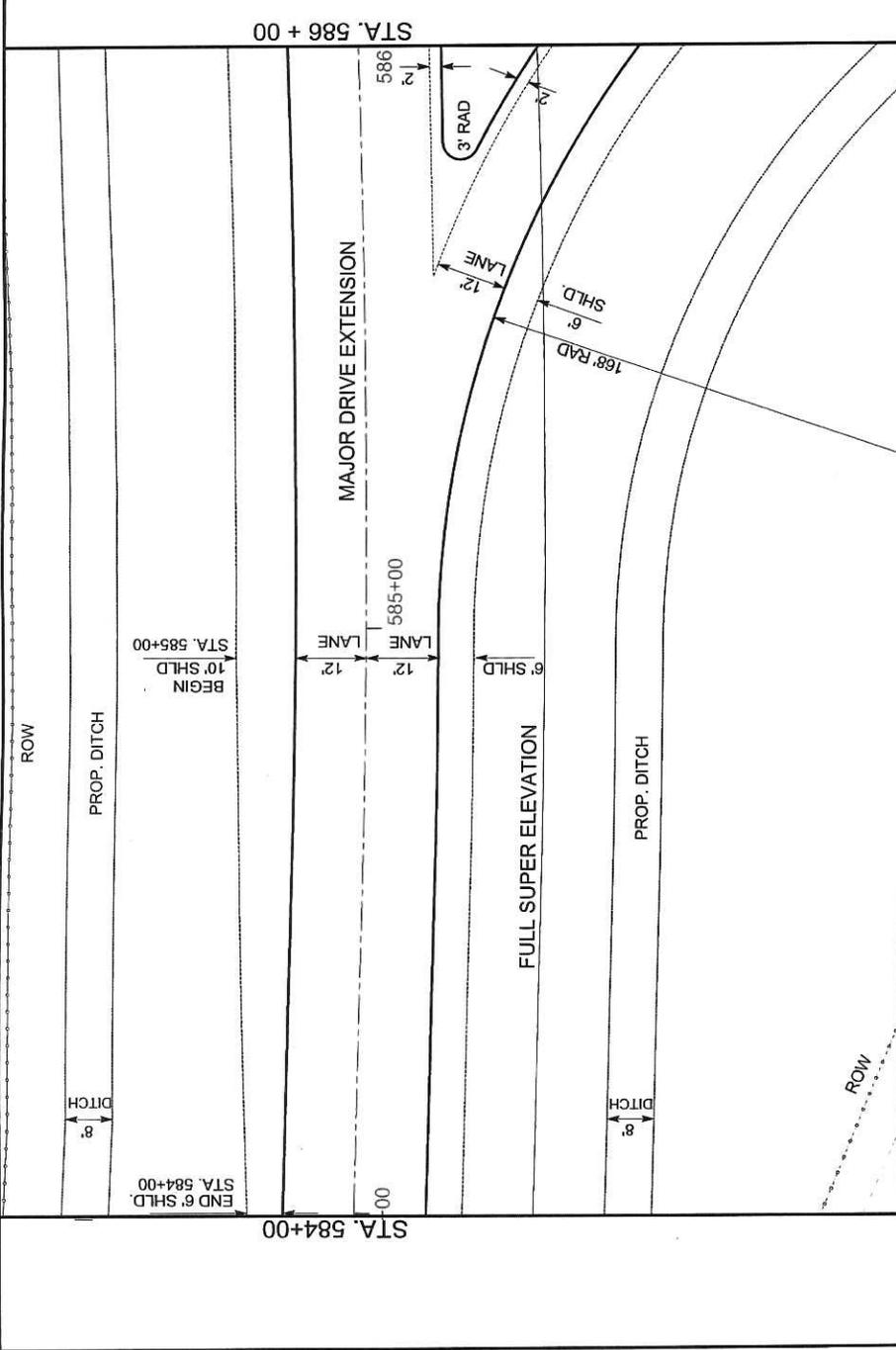
PLAN AND PROFILE
 SHEET 7 OF 40

DESIGN J.D.
 CHECKED D.R.
 SHEET 21

PLAN



PROFILE





Bradley Steven Stafford
 P.E.
 BRADLEY STEVEN STAFFORD, P.E.
 REGISTERED PROFESSIONAL ENGINEER NO. 70807
 8-5-16 DATE



JEFFERSON COUNTY

MAJOR DRIVE
 EXTENSION

PLAN AND PROFILE
 SHEET 8 OF 40

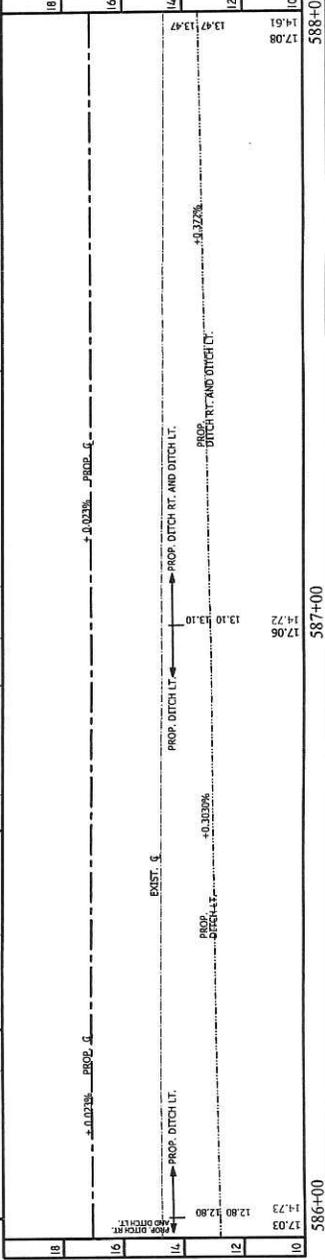
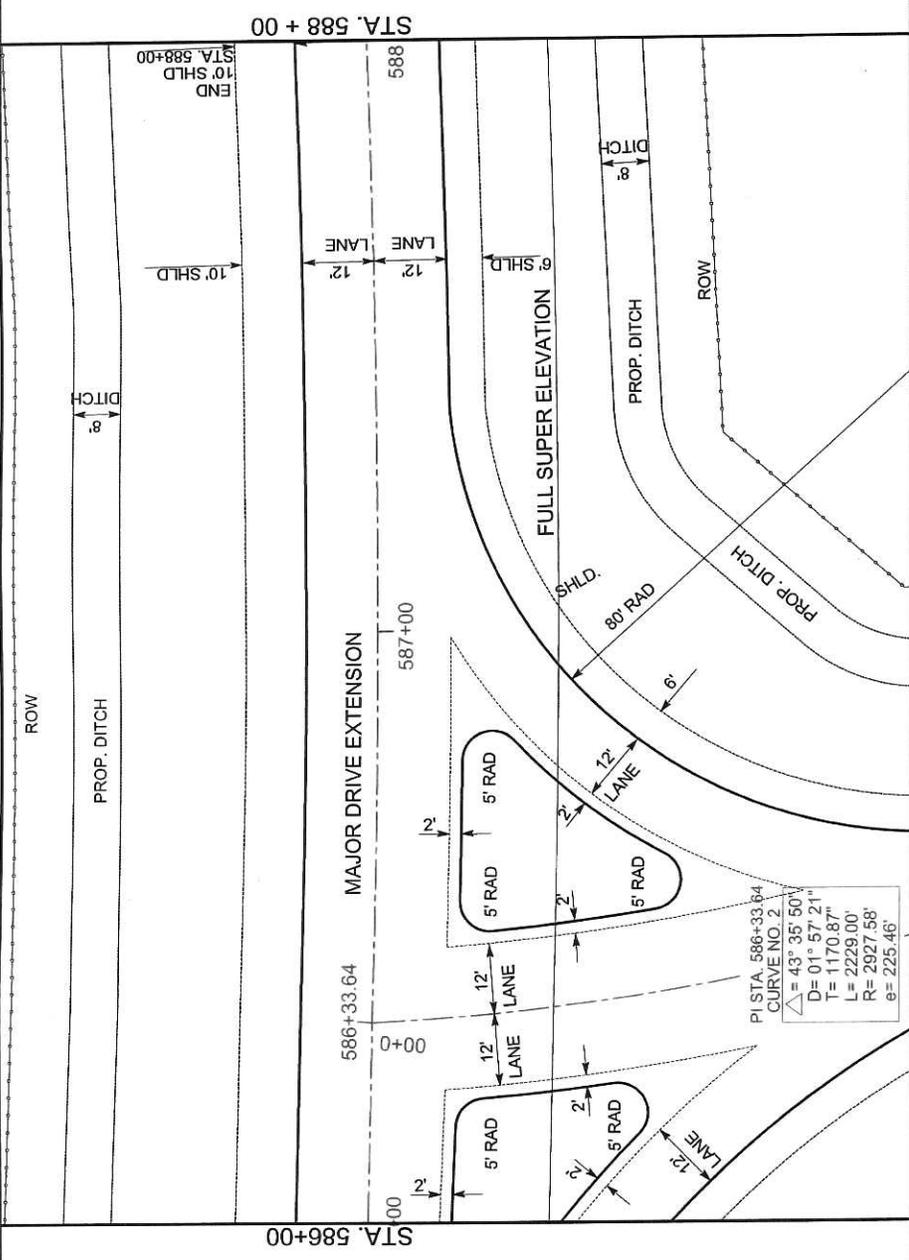
DESIGN	J.D.	SHEET	22
CHECKED	D.R.	NO.	

PLAN



REVISED:
 7/25/2016

PROFILE



STA. 586+00

STA. 588+00

586+00

587+00

588+00



Bradley Steven Stafford
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REGISTERED PROFESSIONAL ENGINEER NO. 70807

8-5-14
DATE



JEFFERSON COUNTY

MAJOR DRIVE EXTENSION

PLAN AND PROFILE

SHEET 9 OF 40

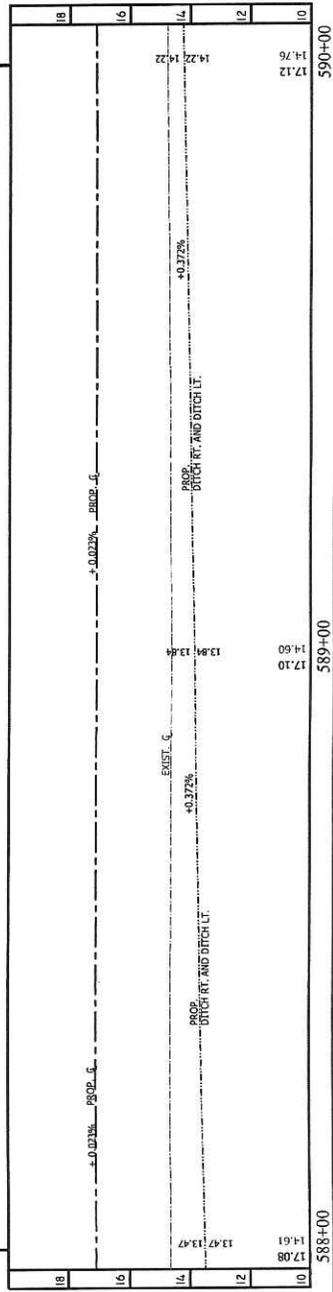
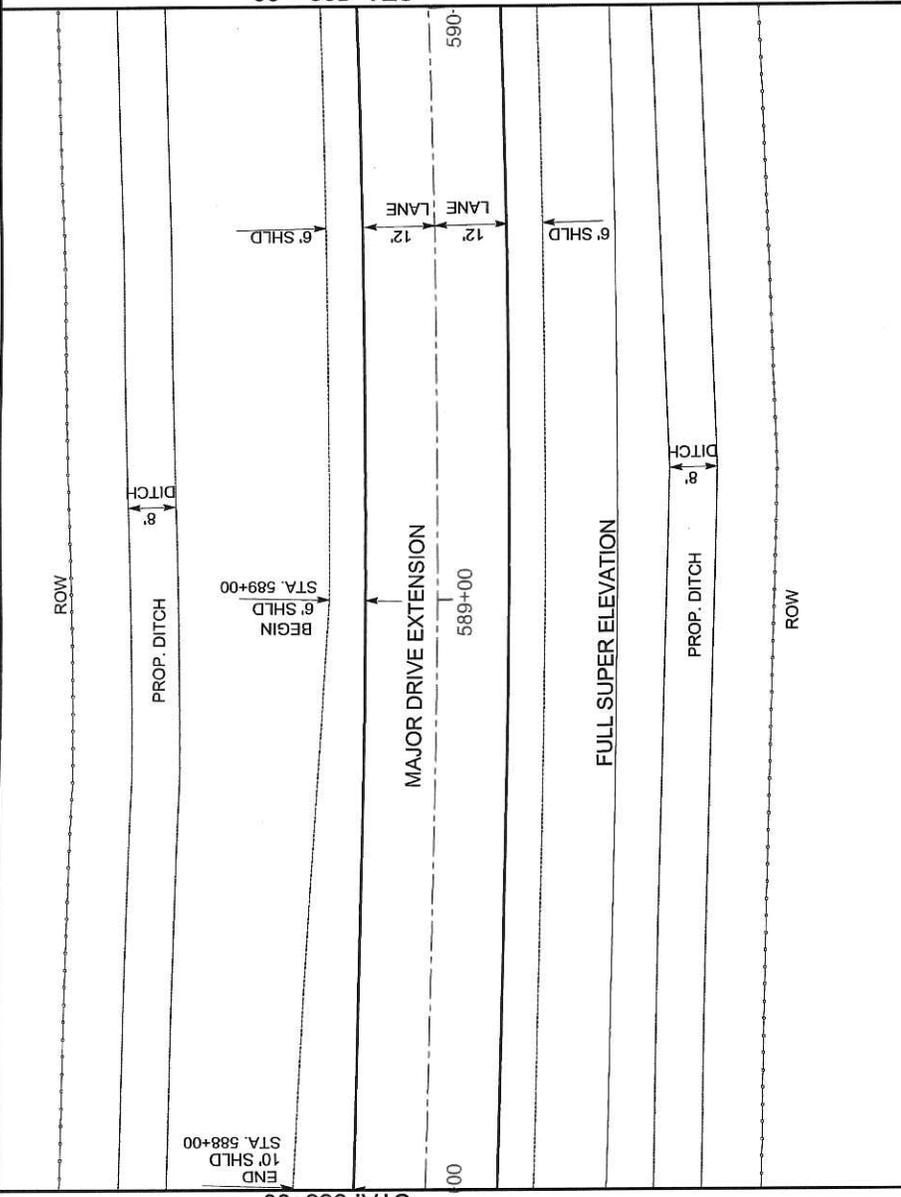
DESIGN	J.D.	SHEET	23
CHECKED	D.R.		

PLAN



REVISED:
7/25/2016

PROFILE





BRADLEY STEVEN STAFFORD, P.E.
REGISTERED PROFESSIONAL ENGINEER NO. 70807

DATE



JEFFERSON COUNTY

MAJOR DRIVE EXTENSION

PLAN AND PROFILE

SHEET 10 OF 40

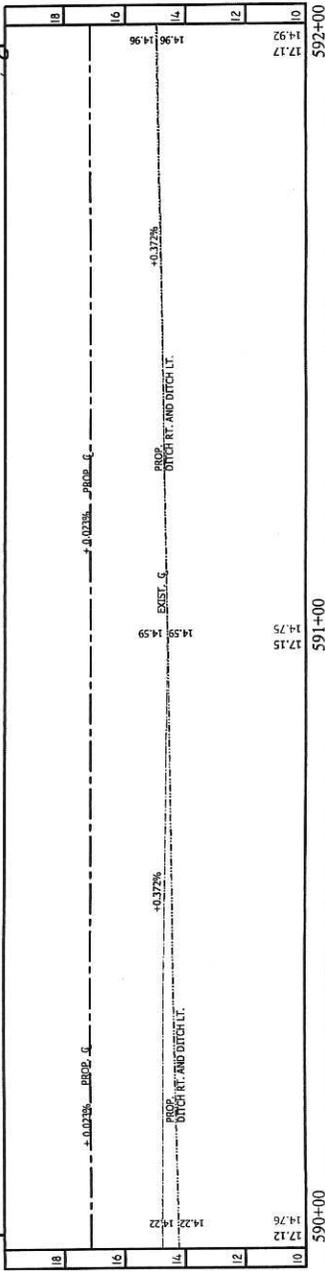
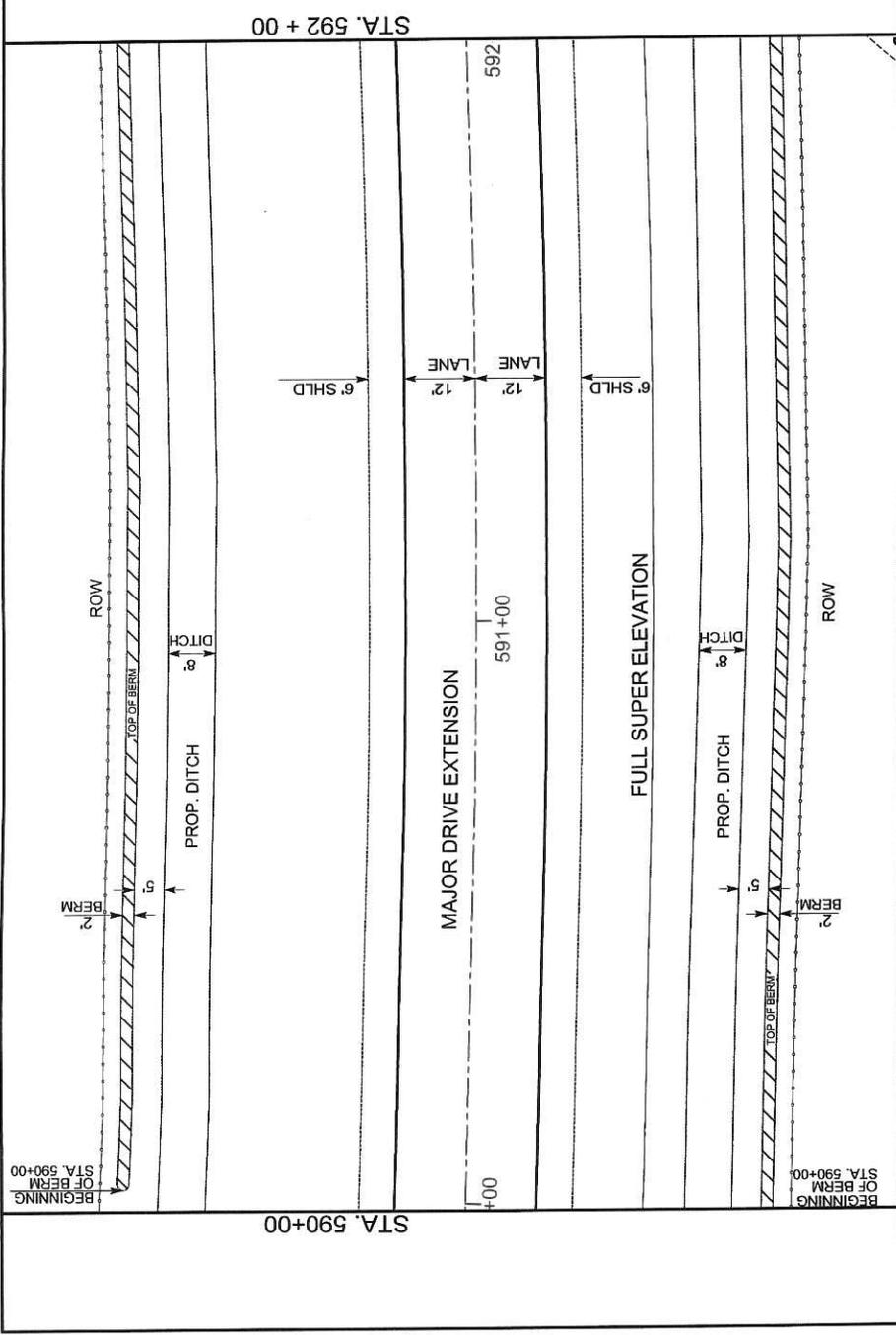
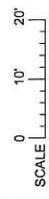
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CHECKED	D.R.		

PLAN



REVISED:
7/25/2016

PROFILE





BRADLEY STEVEN STAFFORD, P.E.
REGISTERED PROFESSIONAL ENGINEER NO. 70807

REVISIED: 7/25/2016
DATE



JEFFERSON COUNTY

MAJOR DRIVE EXTENSION

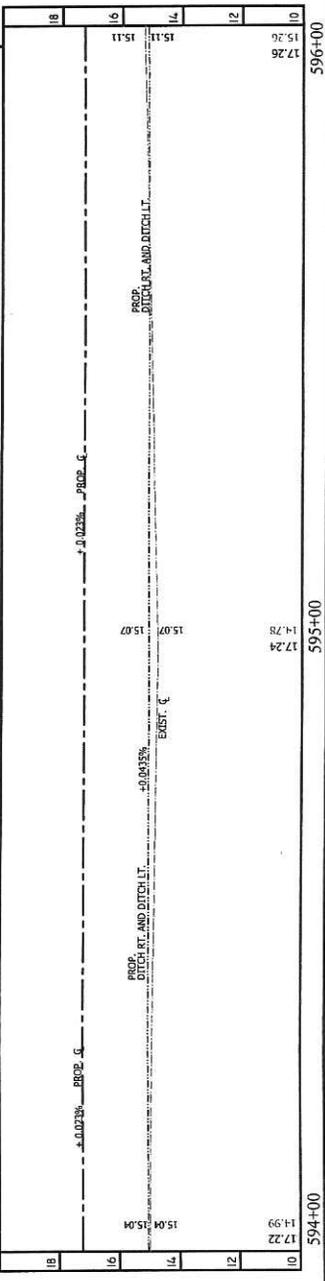
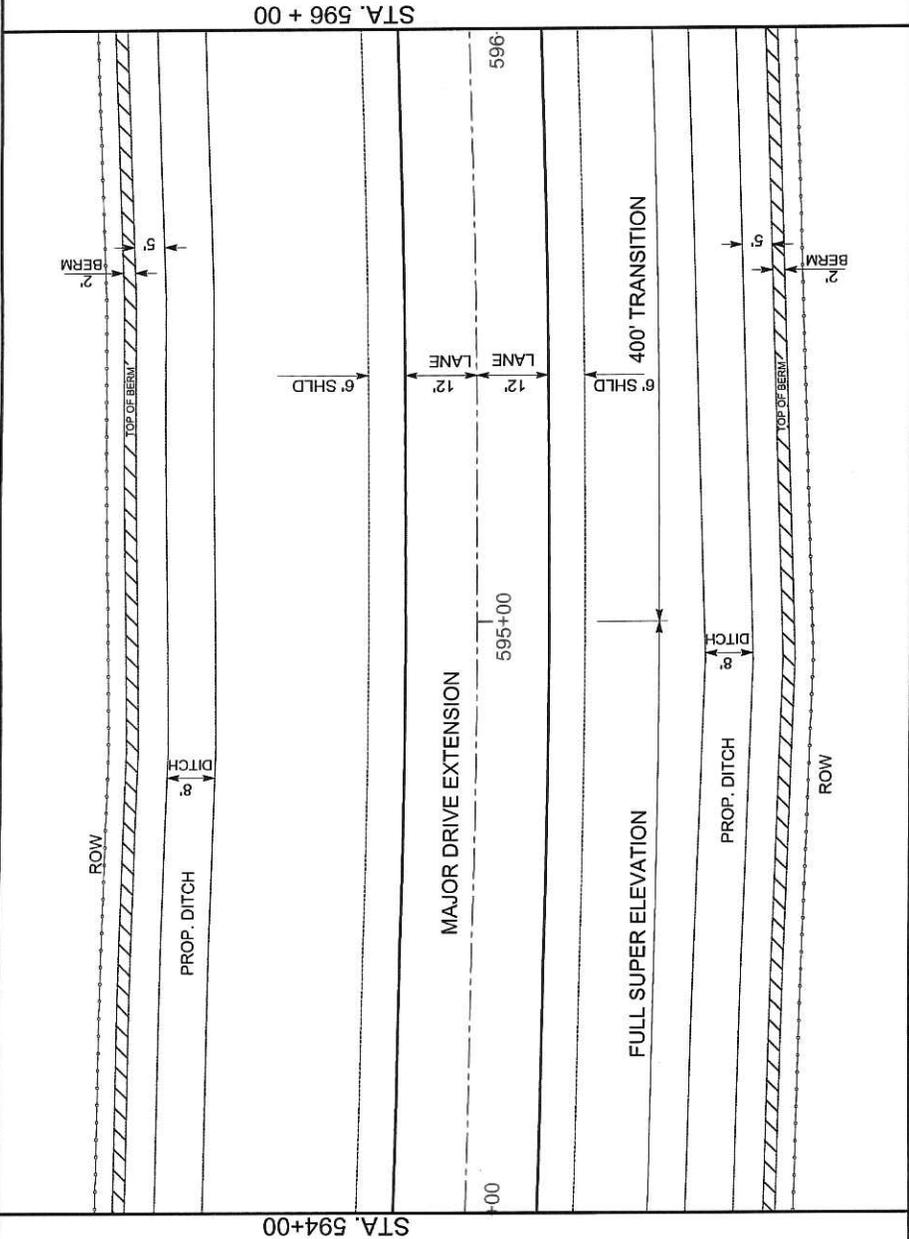
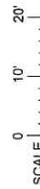
PLAN AND PROFILE

DESIGN J.D.
CHECKED D.R.
SHEET NO. 25

PLAN



PROFILE



STA. 596 + 00

STA. 594+00

596+00

595+00

594+00



BRADLEY STEVEN STAFFORD, P.E.
 REGISTERED PROFESSIONAL ENGINEER NO. 70807
 DATE 8-5-16



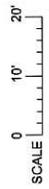
JEFFERSON COUNTY

MAJOR DRIVE
 EXTENSION

PLAN AND PROFILE
 SHEET 13 OF 40

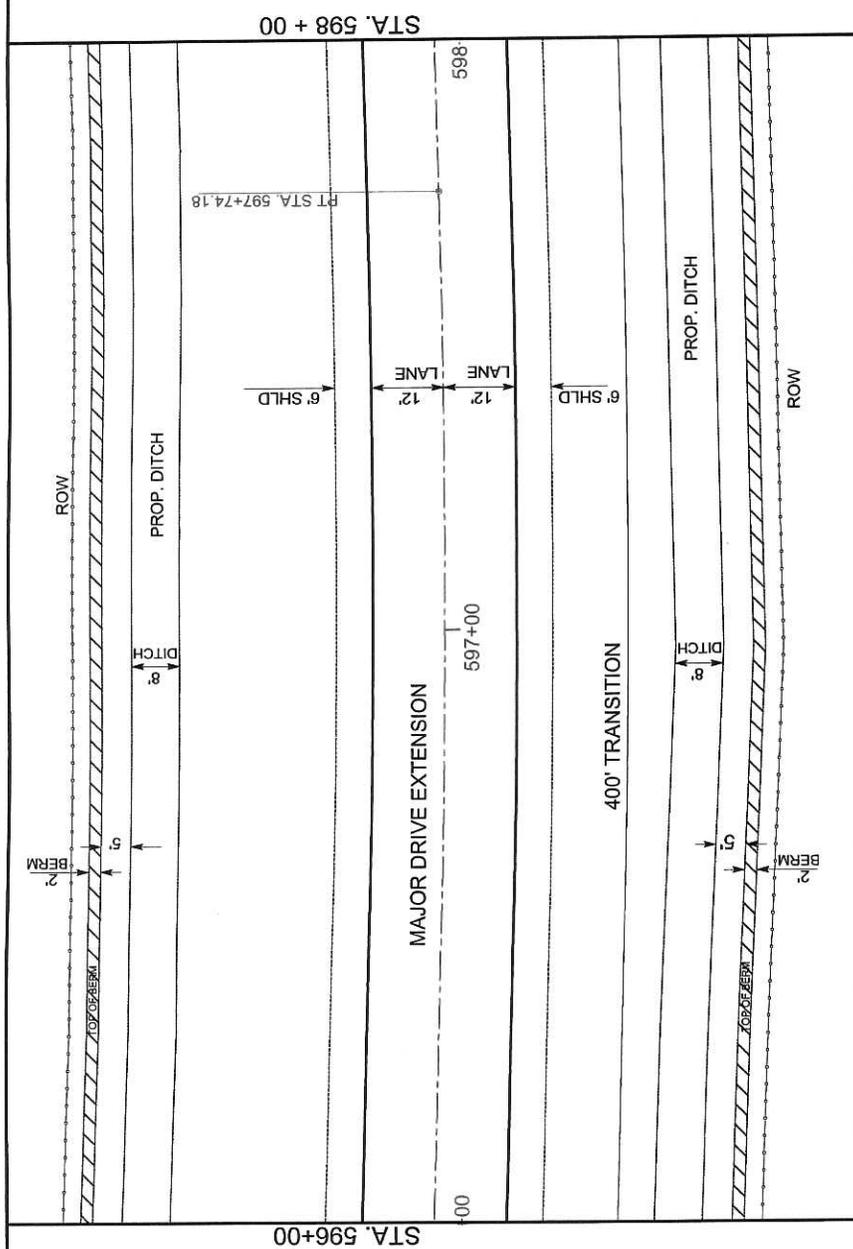
DESIGN	J.D.	SHEET	27
CHECKED	D.R.		

PLAN



REVISED:
 7/25/2016

PROFILE



20	18	16	14	12	10
15.19	15.19	15.15	15.15	15.15	15.15
PROP. DITCH RT. AND DITCH LT. - 0.0435%		PROP. DITCH RT. AND DITCH LT. - 0.0435%		PROP. DITCH RT. AND DITCH LT. - 0.0435%	
PROP. G - 0.022%		PROP. G - 0.022%		PROP. G - 0.022%	
17.31	15.17	15.15	12.29	15.15	597+00
15.11	15.11	15.11	15.11	15.11	596+00



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 REGISTERED PROFESSIONAL ENGINEER NO. 70807

REVISSED: 7/25/2016
 DATE: 8-5-16



JEFFERSON COUNTY

MAJOR DRIVE
 EXTENSION

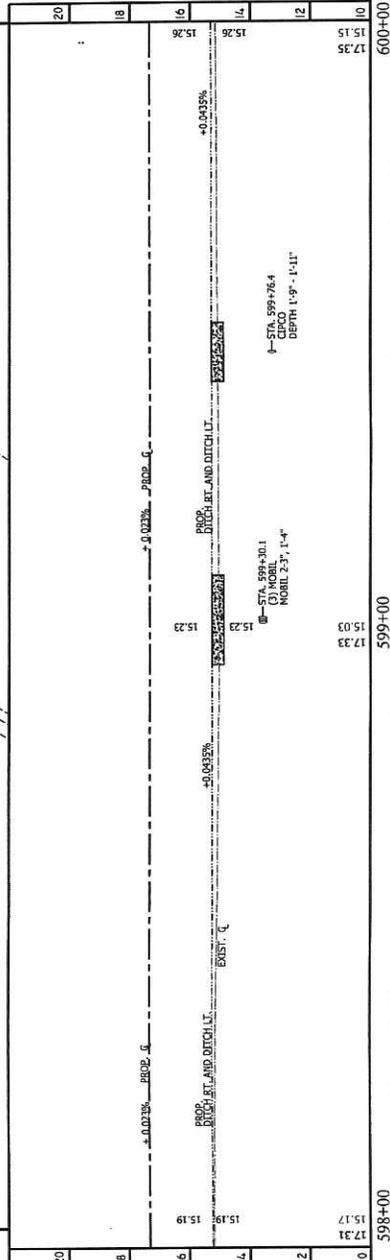
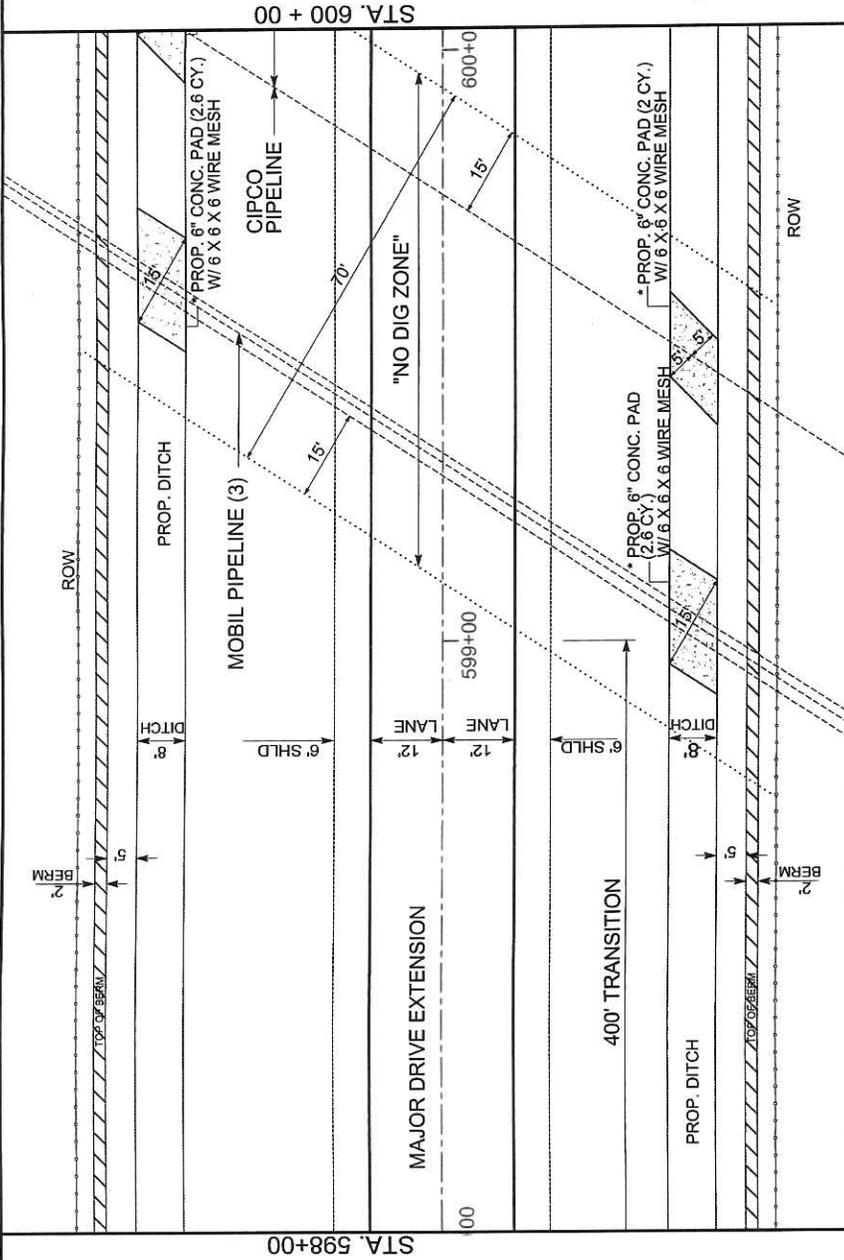
PLAN AND PROFILE
 SHEET 14 OF 40

DESIGN	J.D.	SHEET	28
CHECKED	D.R.		

PLAN



PROFILE



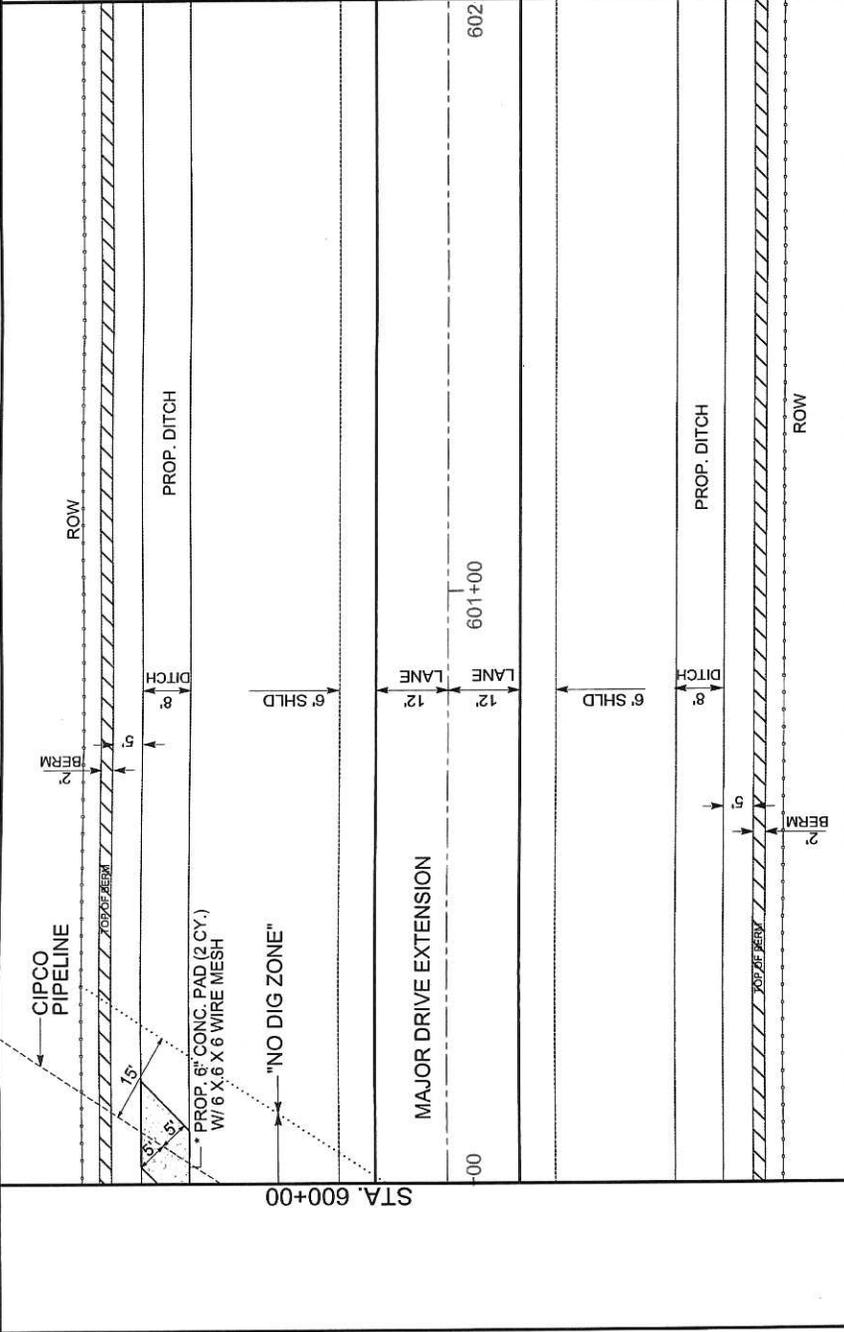
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STA. 598+00

600+00

599+00

598+00



STA. 602 + 00

STA. 600+00

PLAN



REVISED: 7/25/2016

DATE 8-5-16



BRADLEY STEVEN STAFFORD, P.E.
 REGISTERED PROFESSIONAL ENGINEER NO. 70807



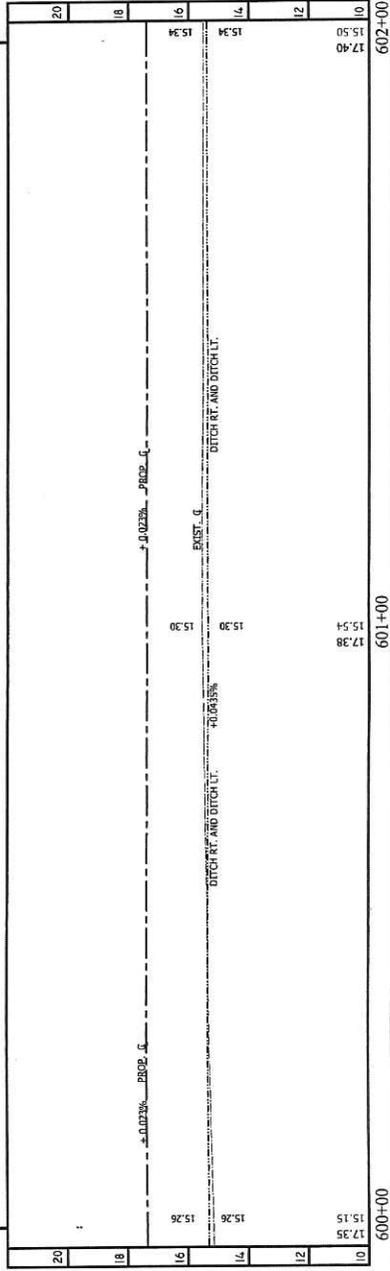
JEFFERSON COUNTY

MAJOR DRIVE EXTENSION

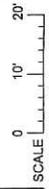
PLAN AND PROFILE

SHEET 15 OF 40

DESIGN	J.D.	SHEET NO.	29
CHECKED	D.R.		



PROFILE



602+00

600+00



Bradley Steven Stafford, P.E.
 REGISTERED PROFESSIONAL ENGINEER NO. 70807
 6-7-16 DATE



JEFFERSON COUNTY

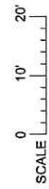
MAJOR DRIVE
 EXTENSION

PLAN AND PROFILE

SHEET 16 OF 40

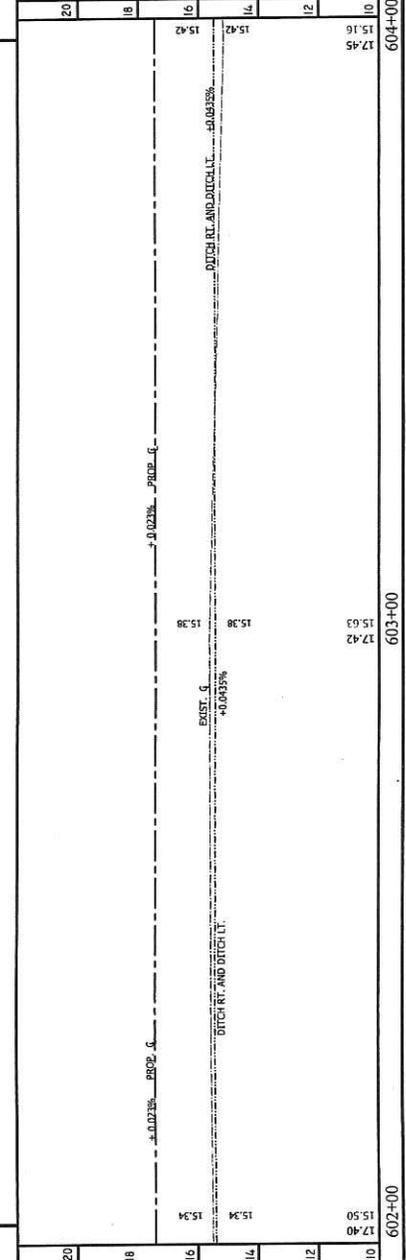
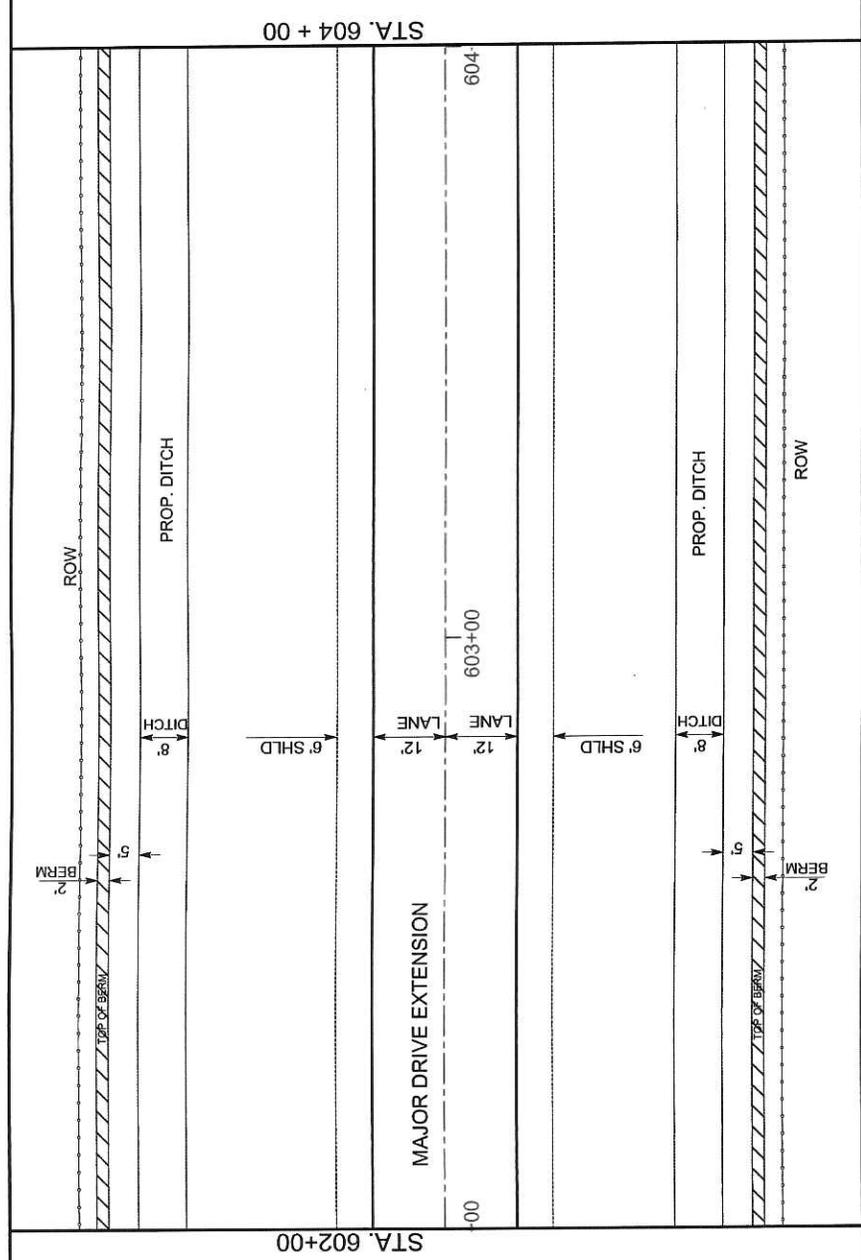
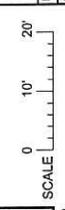
DESIGN	J.D.	SHEET	16
CHECKED	D.R.	NO.	30

PLAN



REVISED:
 7/25/2016

PROFILE



STA. 604 + 00

STA. 602+00

604+00

603+00

602+00



BRADLEY STEVEN STAFFORD, P.E.
 REGISTERED PROFESSIONAL ENGINEER NO. 70807
 DATE 8-5-16



JEFFERSON COUNTY

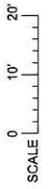
MAJOR DRIVE
 EXTENSION

PLAN AND PROFILE

SHEET 17 OF 40

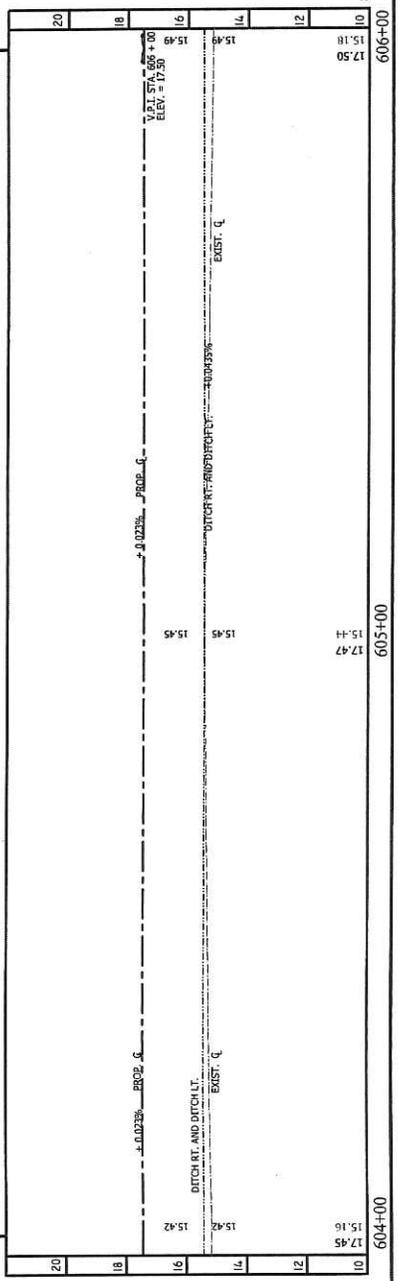
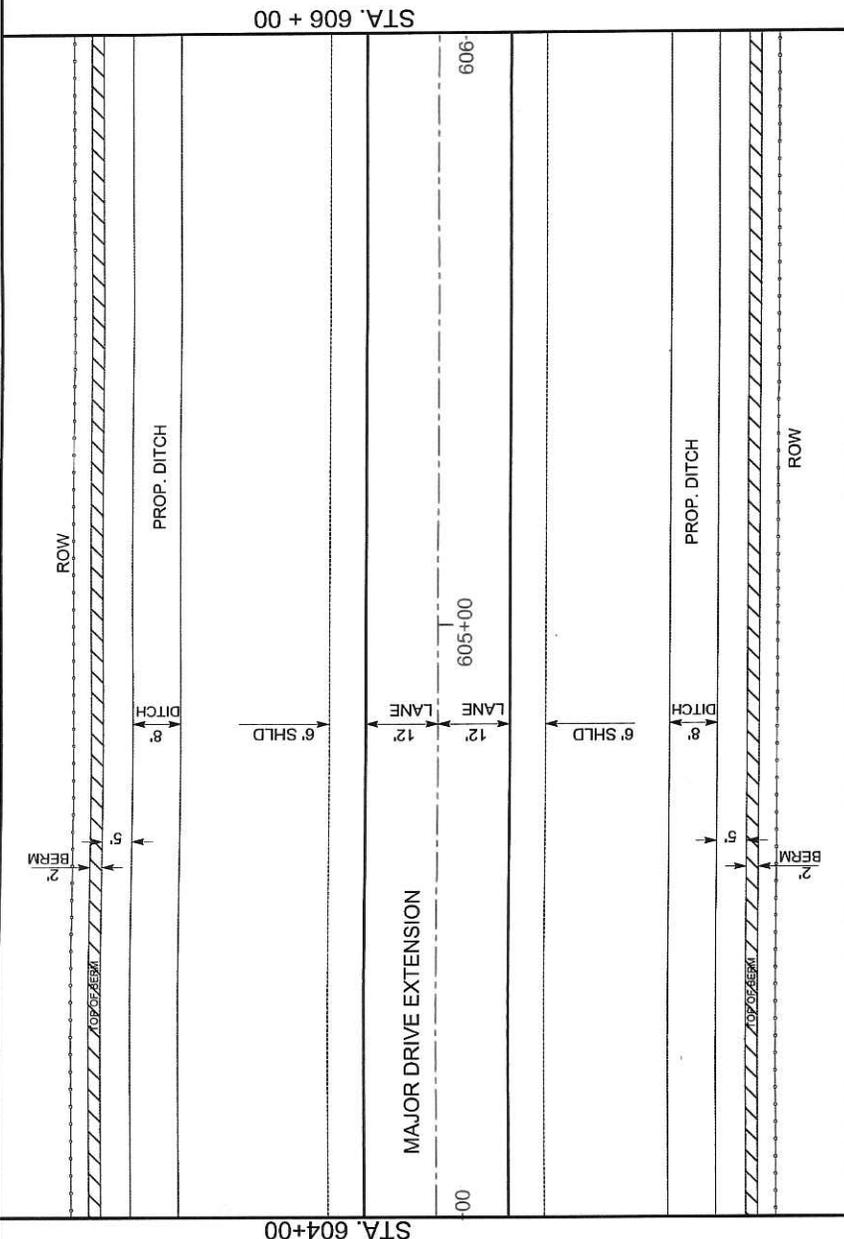
DESIGN	J.D.	SHEET	31
CHECKED	D.R.		

PLAN



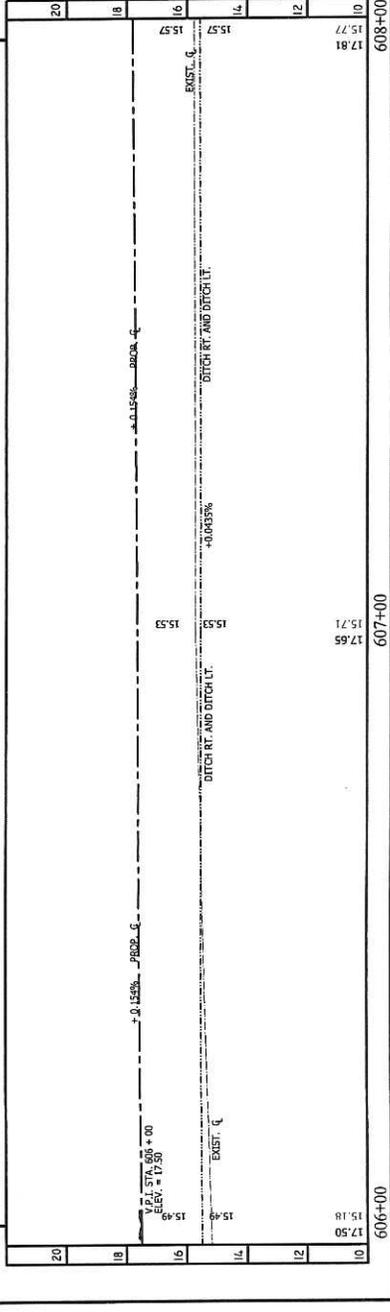
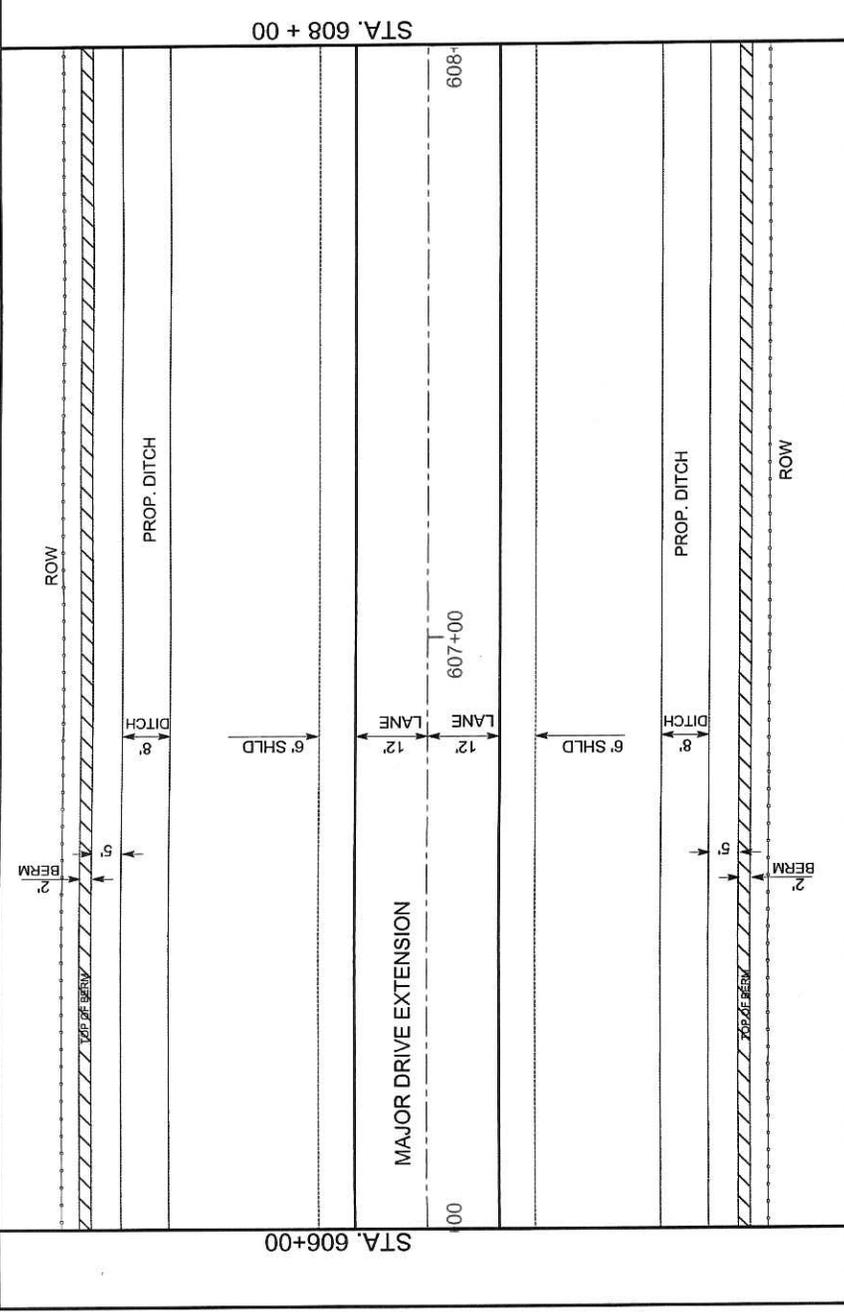
REVISED:
 7/25/2016

PROFILE

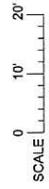


STA. 606 + 00

STA. 604+00



PLAN



REVISED: 7/25/2016

DATE

BRADLEY STEVEN STAFFORD, P.E.
 REGISTERED PROFESSIONAL ENGINEER NO. 70807
 5'-5"-1/6



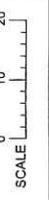
JEFFERSON COUNTY

MAJOR DRIVE EXTENSION

PLAN AND PROFILE

SHEET 18 OF 40

DESIGN J.D.
 CHECKED D.R.



SHEET 32



BRADLEY STEVEN STAFFORD, P.E.
 REGISTERED PROFESSIONAL ENGINEER NO. 70807

DATE _____



JEFFERSON COUNTY

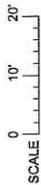
MAJOR DRIVE
 EXTENSION

PLAN AND PROFILE

SHEET 19 OF 40

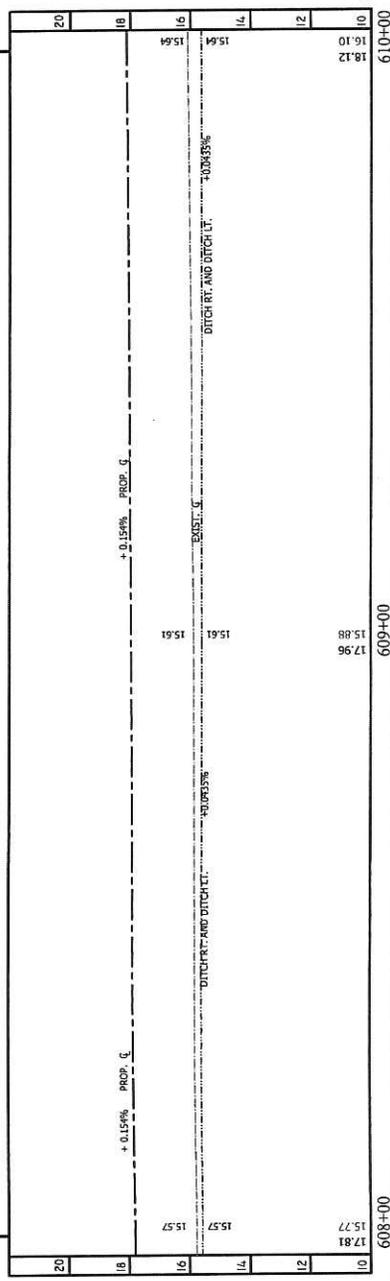
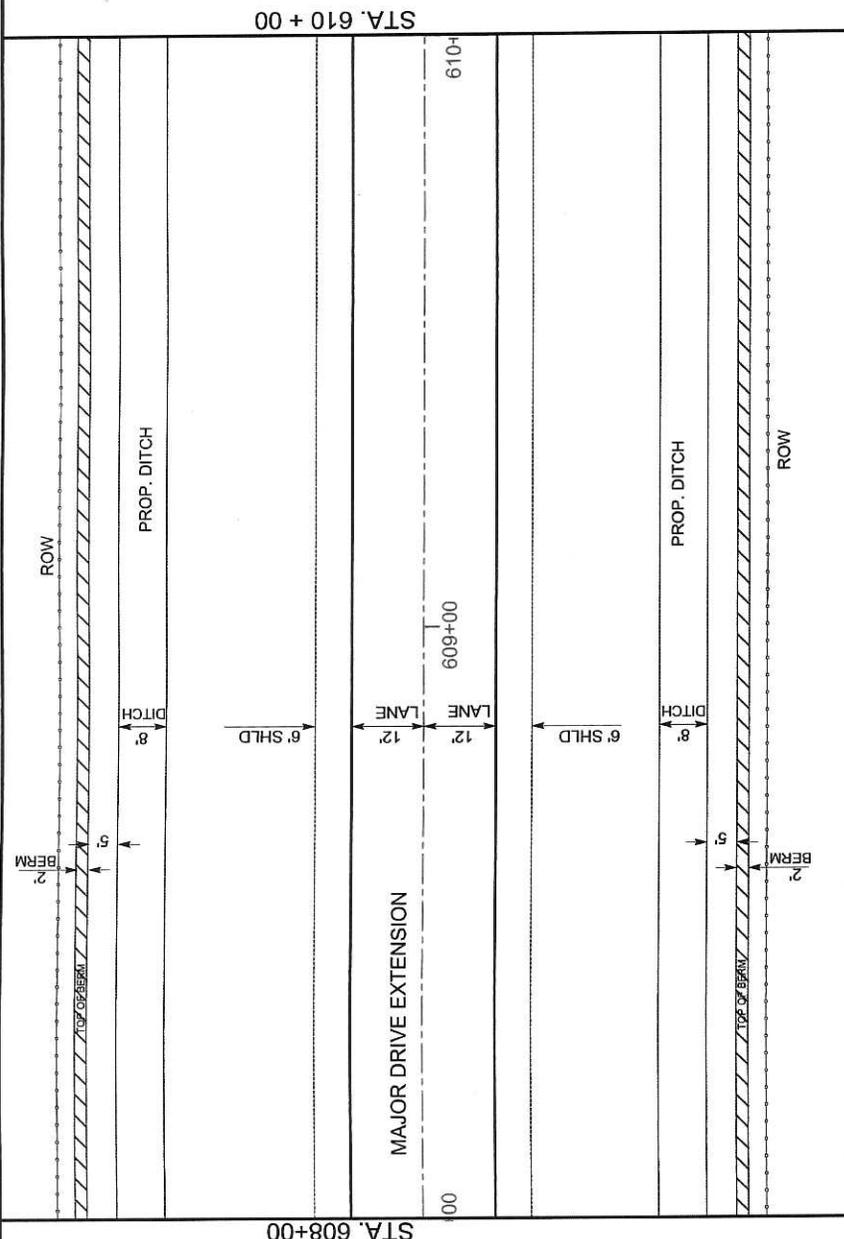
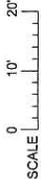
DESIGN | J.D. | SHEET 19 OF 40
 CHECKED | D.R. |

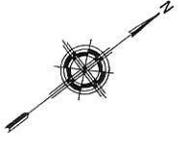
PLAN



REVISED:
 7/25/2016

PROFILE





P.E.
 BRADLEY STEVEN STAFFORD, P.E.
 REGISTERED PROFESSIONAL ENGINEER NO. 70807
 8-5-16 DATE



JEFFERSON COUNTY

MAJOR DRIVE EXTENSION

PLAN AND PROFILE

SHEET 21 OF 40

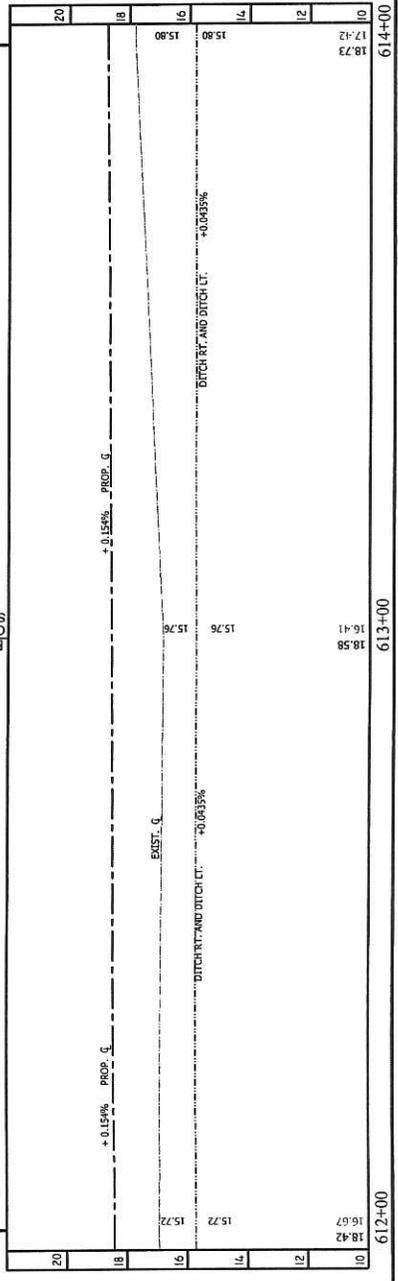
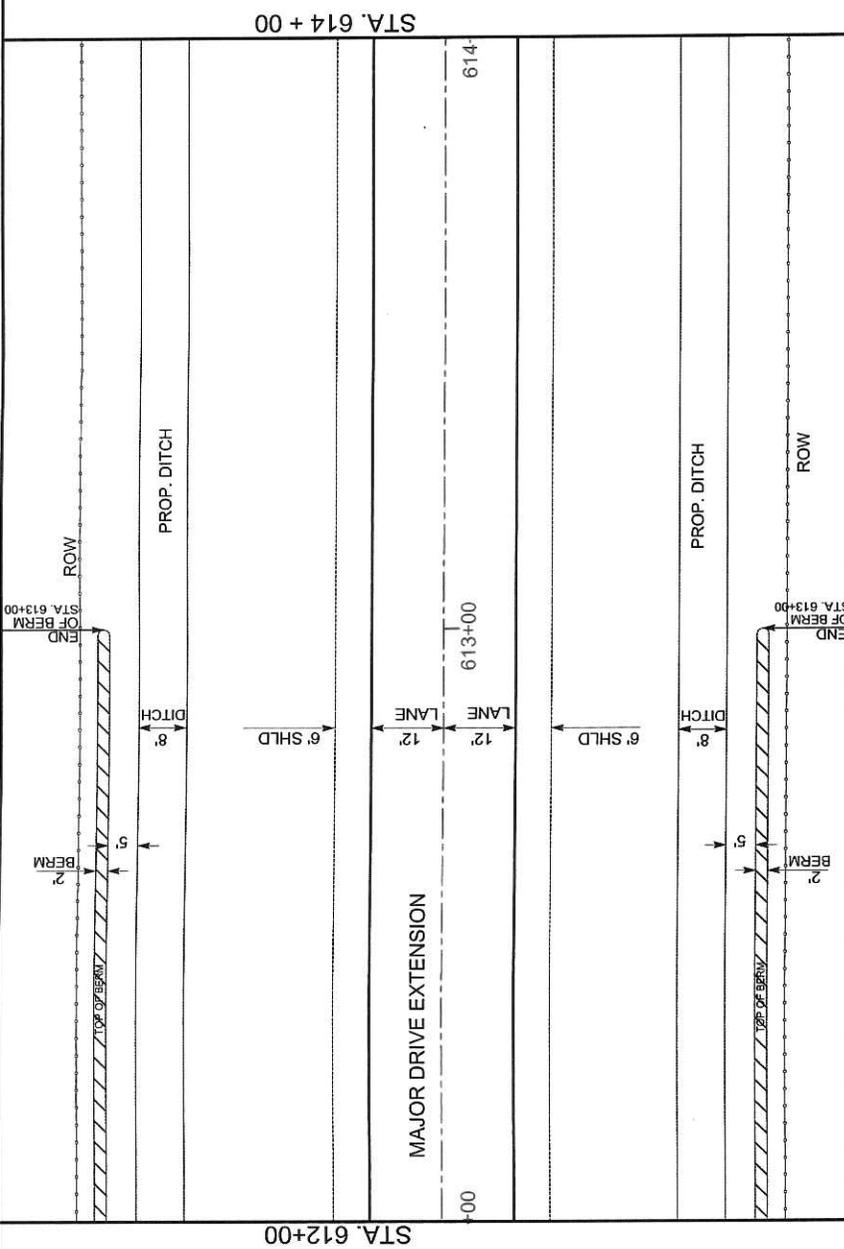
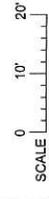
DESIGN J.D.
CHECKED D.R.

PLAN



REVISED:
7/25/2016

PROFILE





Bradley Steven Stafford
P.E.
BRADLEY STEVEN STAFFORD, P.E.
REGISTERED PROFESSIONAL ENGINEER, NO. 70807

8-5-16
DATE



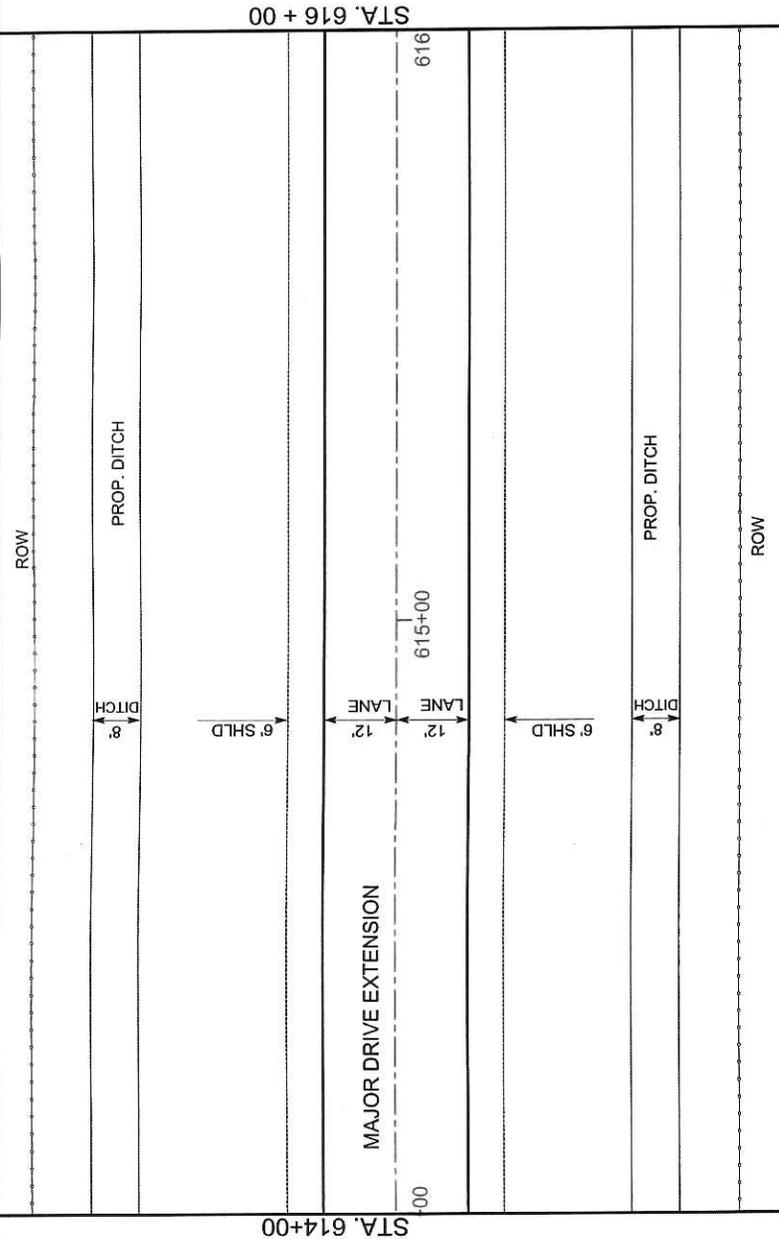
JEFFERSON COUNTY

MAJOR DRIVE EXTENSION

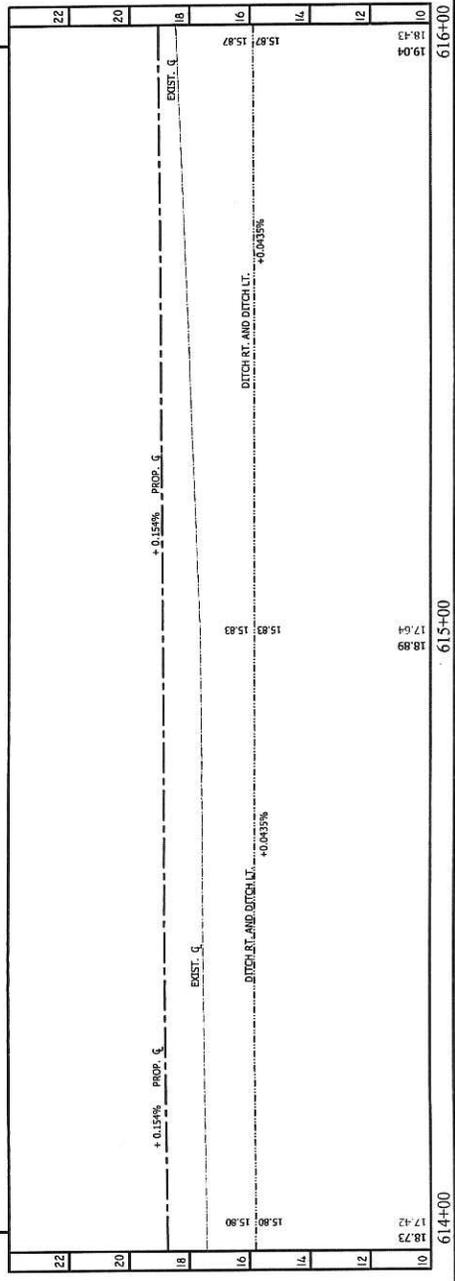
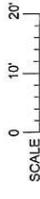
PLAN AND PROFILE
SHEET 22 OF 40

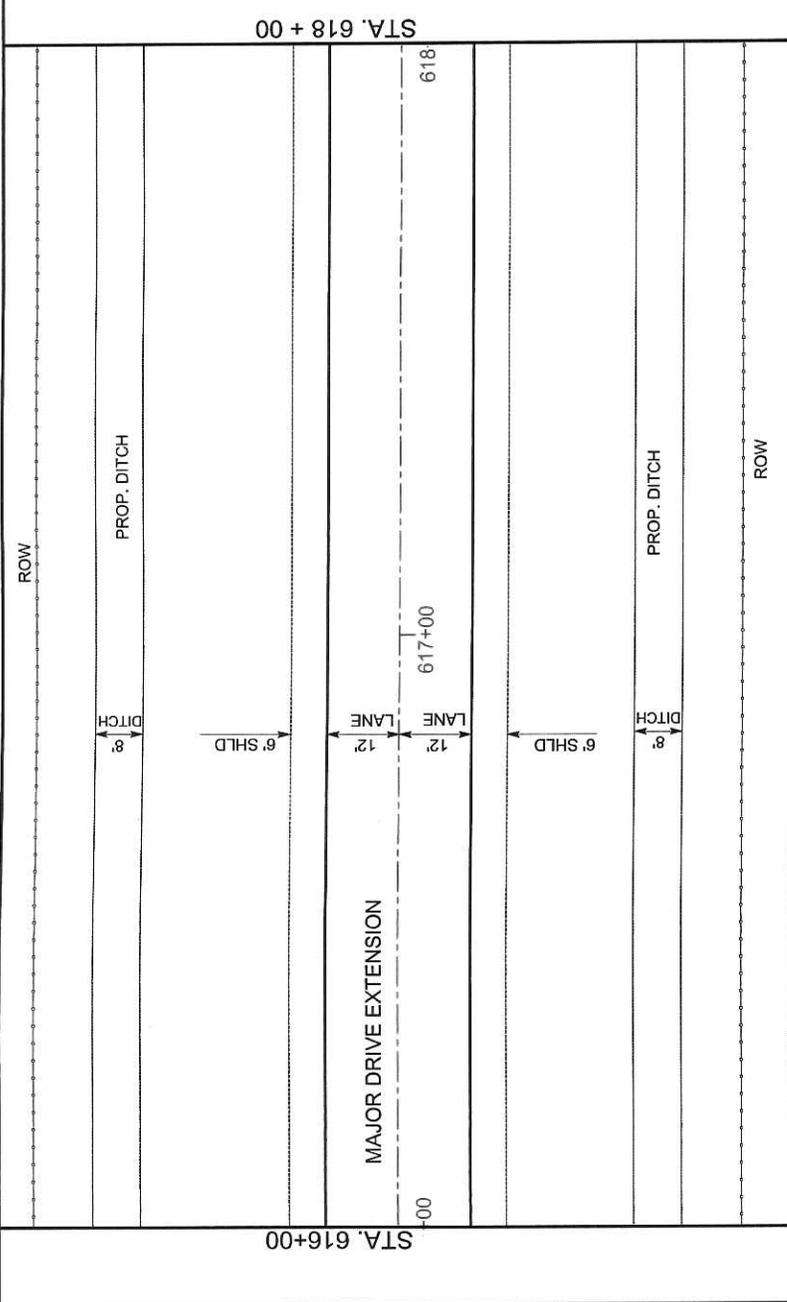
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CHECKED	D.R.	NO.	36

PLAN



PROFILE





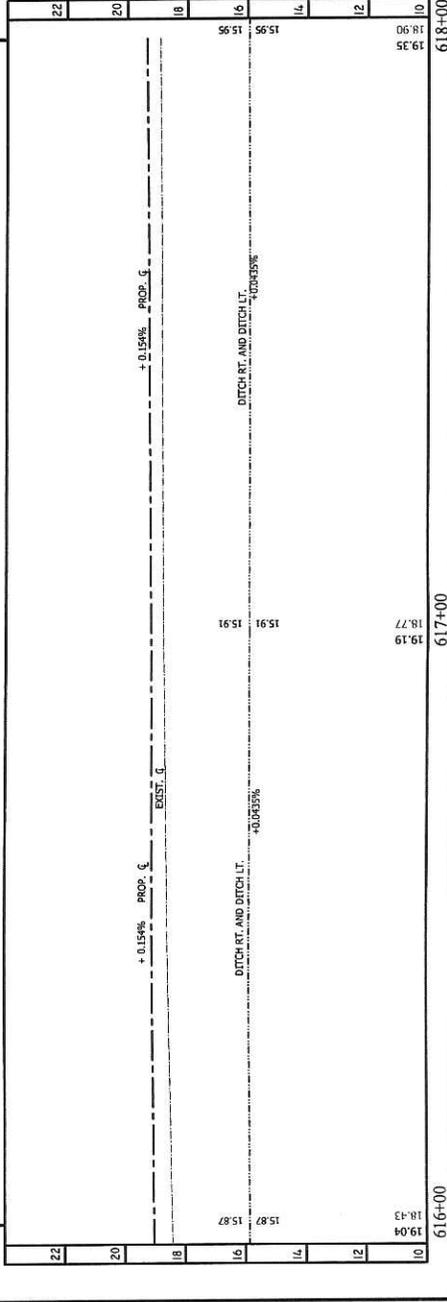
PLAN



REVISED:
7/25/2016

DATE
A. J. '16

Bradley Steven Stafford
BRADLEY STEVEN STAFFORD, P.E.
REGISTERED PROFESSIONAL ENGINEER NO. 70807



PROFILE



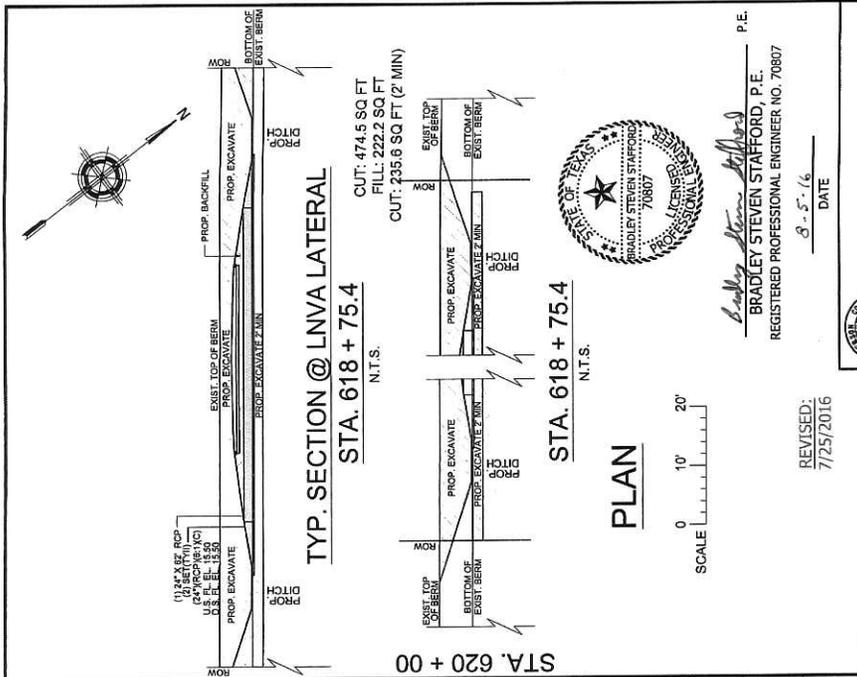
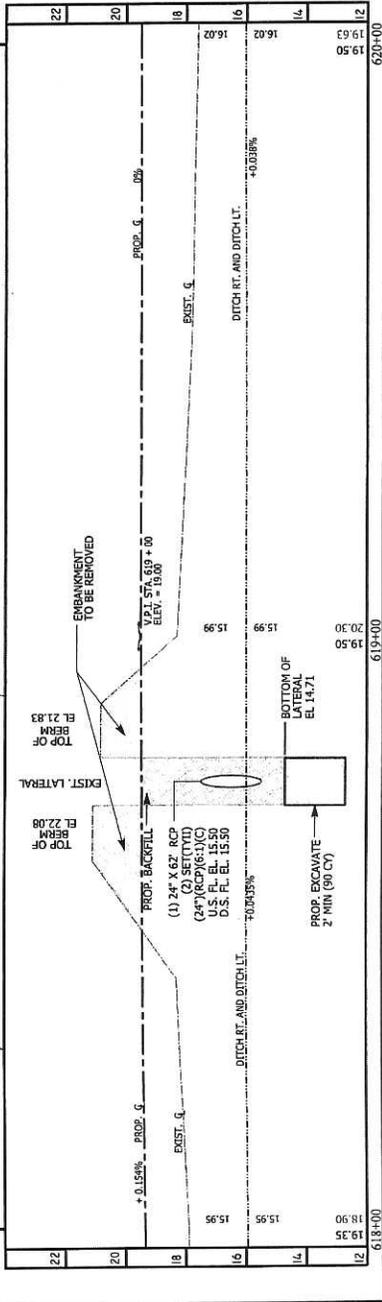
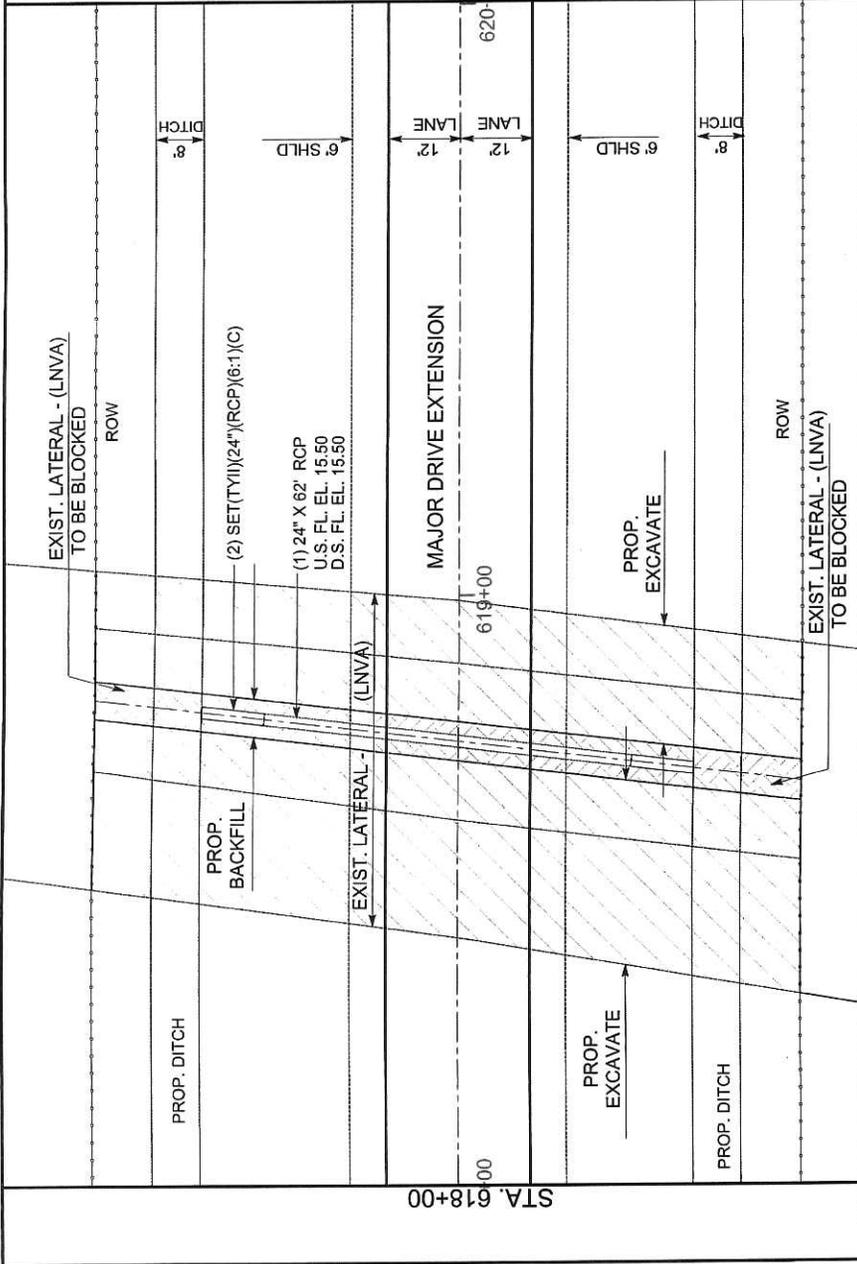
JEFFERSON COUNTY

MAJOR DRIVE EXTENSION

PLAN AND PROFILE

SHEET 23 OF 40

DESIGN | J.D. | SHEET NO. 23
CHECKED | D.R. | OF 40



MAJOR DRIVE EXTENSION

PLAN AND PROFILE

SHEET 24 OF 40

DESIGN I.D.

CHECKED D.R.

SHEET 24 OF 40

13

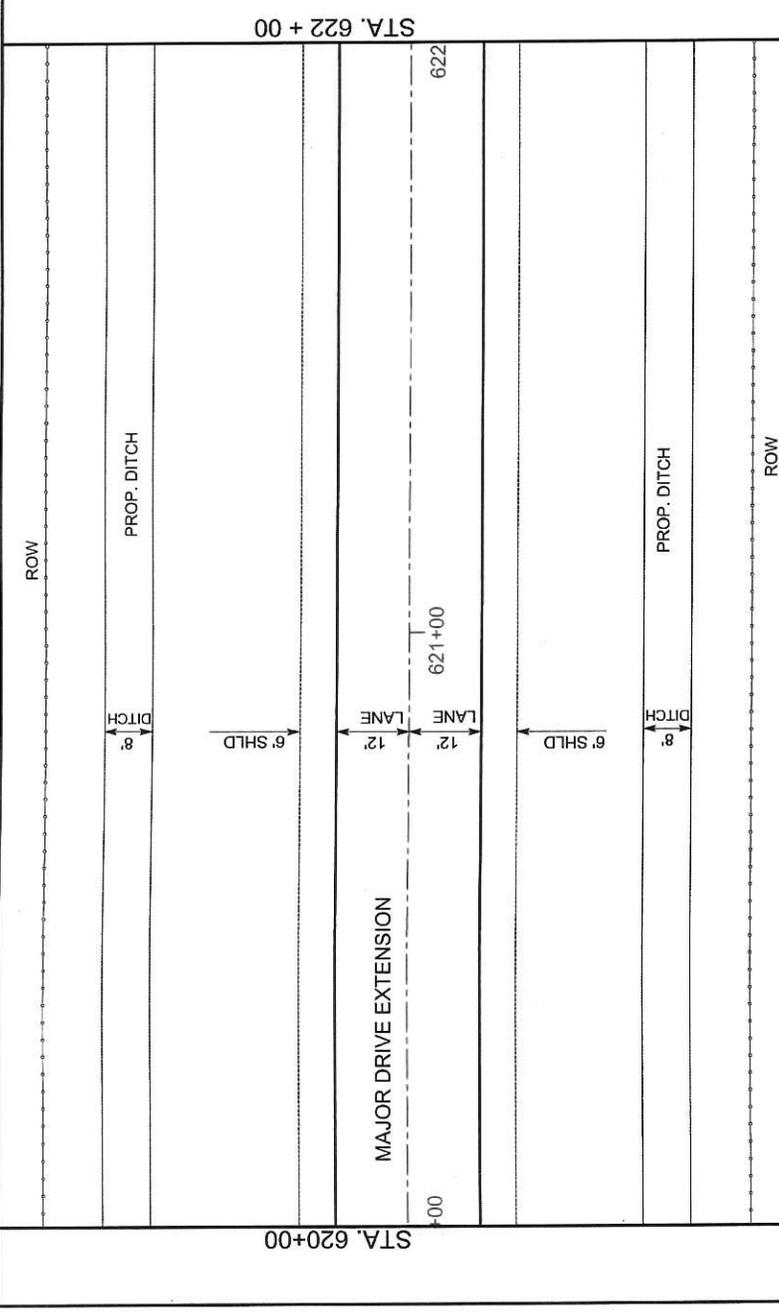
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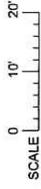
Bradley Steven Stafford
BRADLEY STEVEN STAFFORD, P.E.
 REGISTERED PROFESSIONAL ENGINEER NO. 70807
 8-5-16 DATE



JEFFERSON COUNTY



PLAN



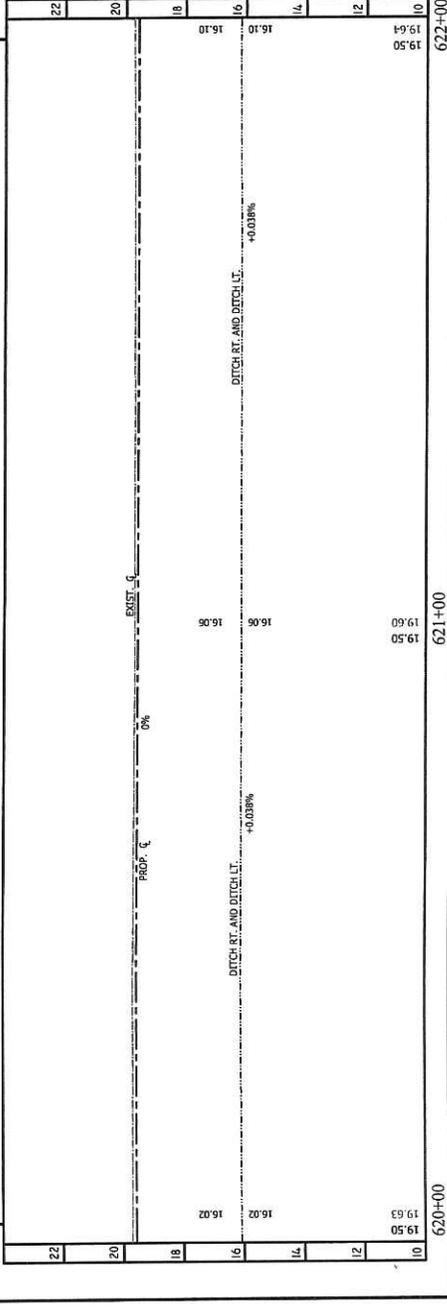
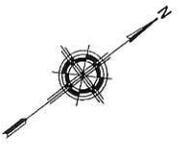
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7/25/2016

DATE

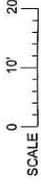
JEFFERSON COUNTY



Bradley Steven Stafford
BRADLEY STEVEN STAFFORD, P.E.
REGISTERED PROFESSIONAL ENGINEER NO. 70807



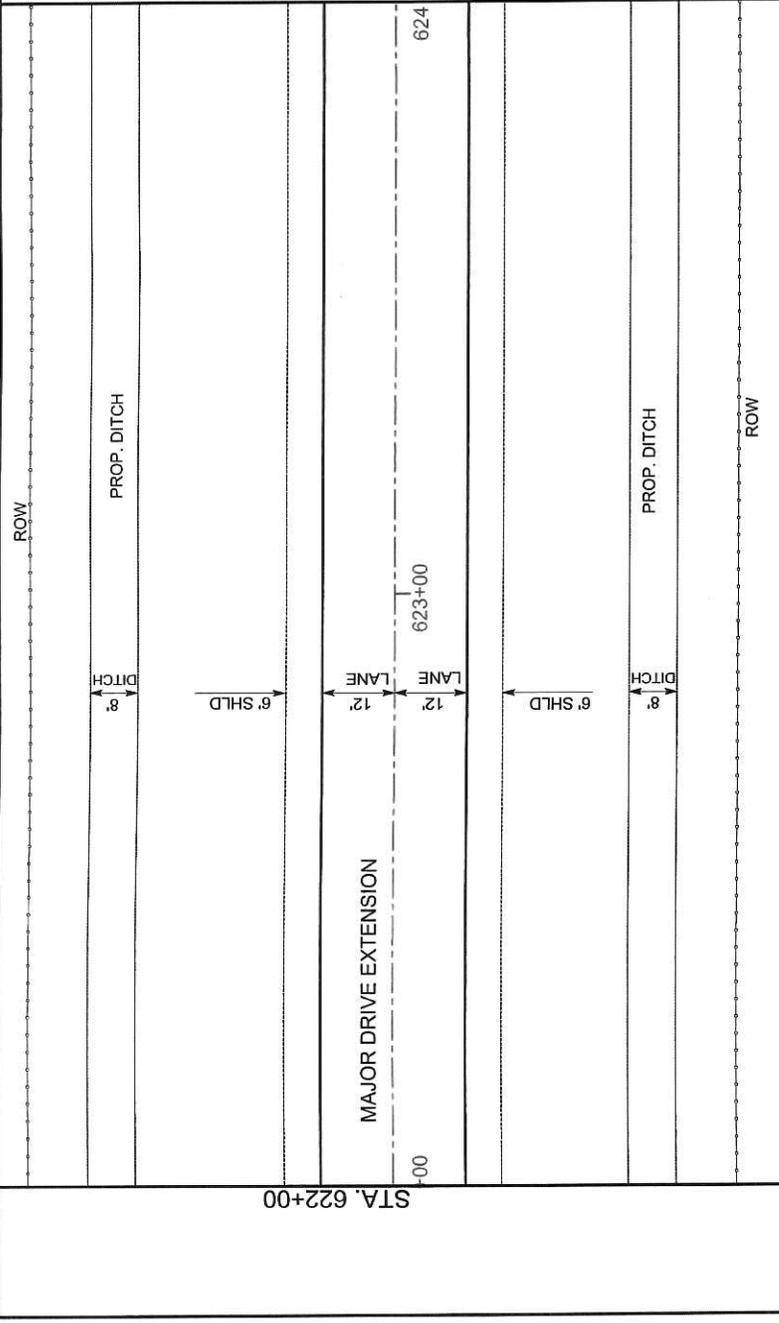
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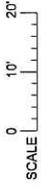
**MAJOR DRIVE
EXTENSION**

PLAN AND PROFILE
SHEET 25 OF 40

DESIGN	J.D.	SHEET	25
CHECKED	D.R.	NO.	33



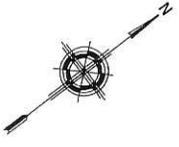
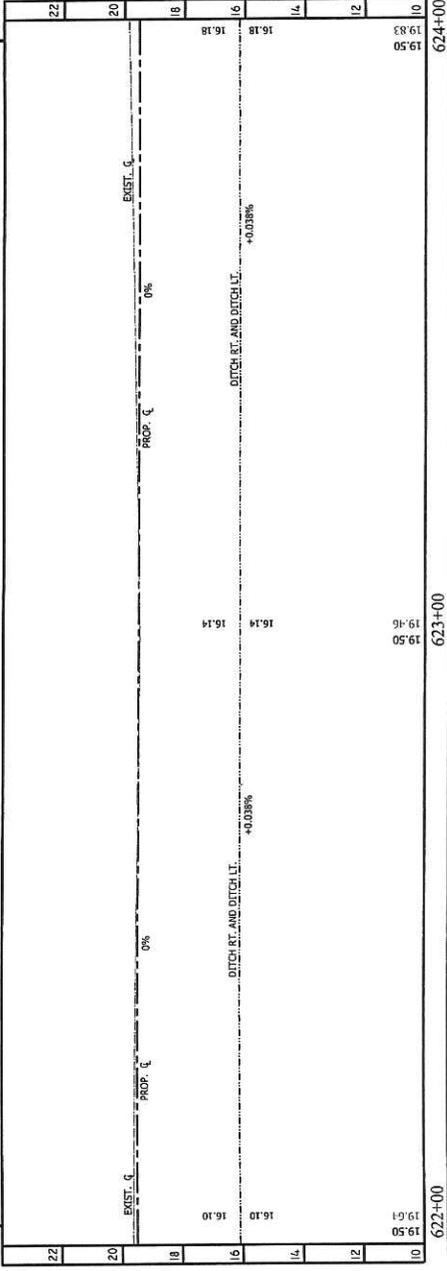
PLAN



REVISED: 7/25/2016

DATE

PROFILE



Bradley Steven Stafford
 BRADLEY STEVEN STAFFORD, P.E.
 REGISTERED PROFESSIONAL ENGINEER NO. 70807



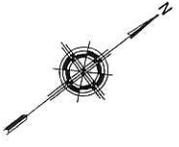
JEFFERSON COUNTY

MAJOR DRIVE EXTENSION

PLAN AND PROFILE

SHEET 26 OF 40

DESIGN	J.D.	SHEET NO. 40
CHECKED	D.R.	



Bradley Steven Stafford
 BRADLEY STEVEN STAFFORD, P.E.
 REGISTERED PROFESSIONAL ENGINEER NO. 70807

DATE
 8-5-16



JEFFERSON COUNTY

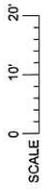
MAJOR DRIVE
 EXTENSION

PLAN AND PROFILE

SHEET NO. 41

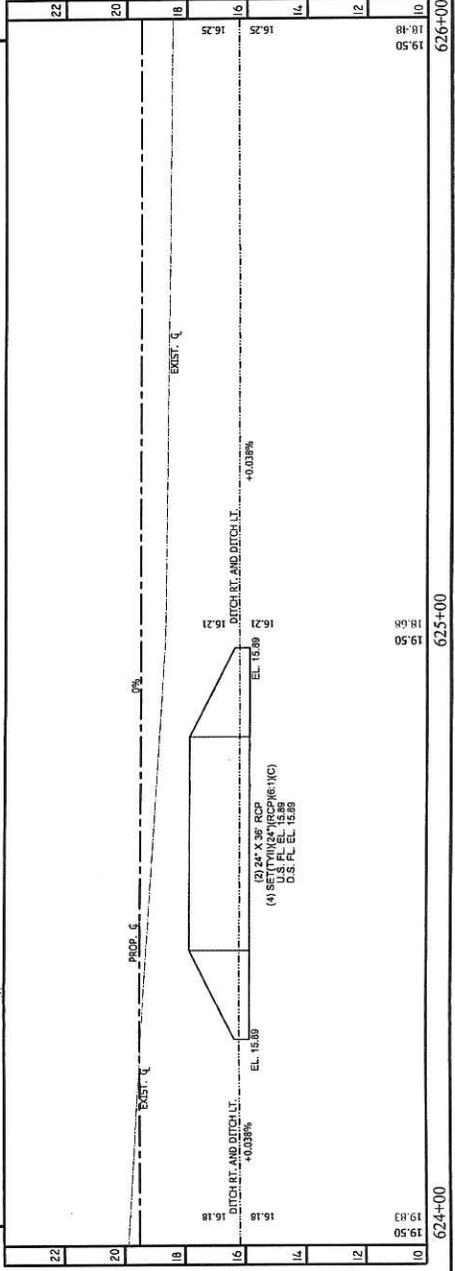
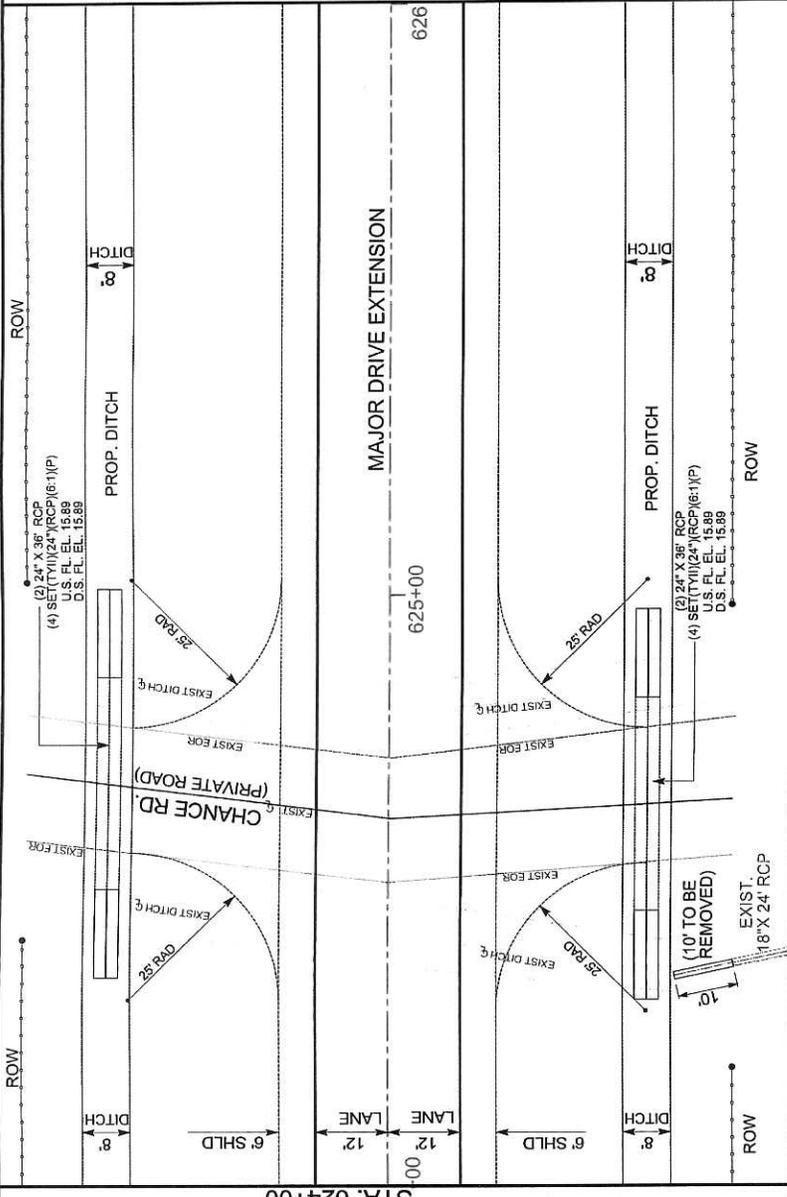
DESIGN J.D.
 CHECKED D.R.

PLAN



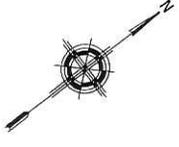
REVISED:
 7/25/2016

PROFILE



STA. 626 + 00

STA. 624+00



Bradley Steven Stafford
P.E.
BRADLEY STEVEN STAFFORD, P.E.
REGISTERED PROFESSIONAL ENGINEER NO. 70807

8-5-14
DATE



JEFFERSON COUNTY

MAJOR DRIVE EXTENSION

PLAN AND PROFILE
SHEET 28 OF 40

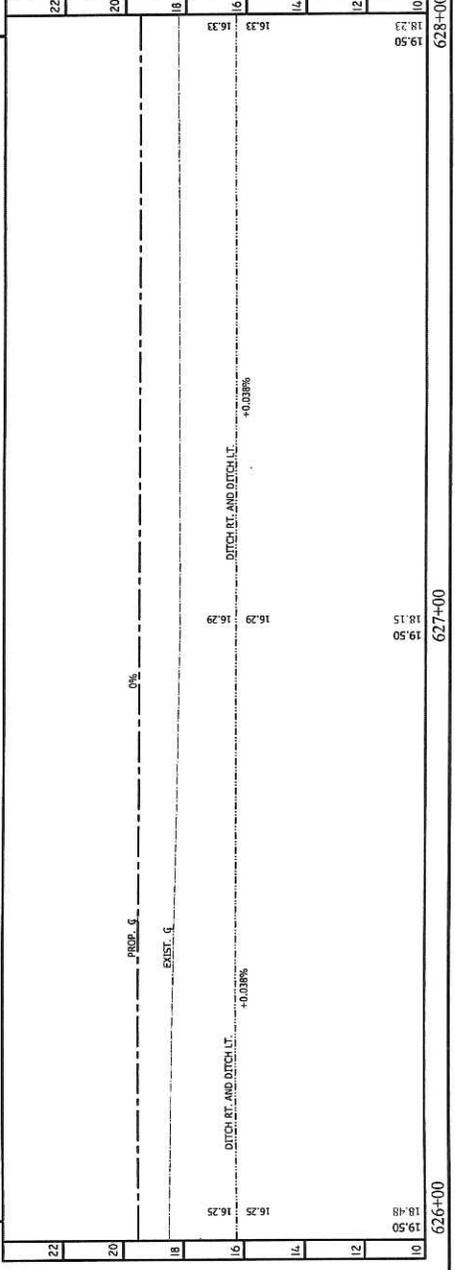
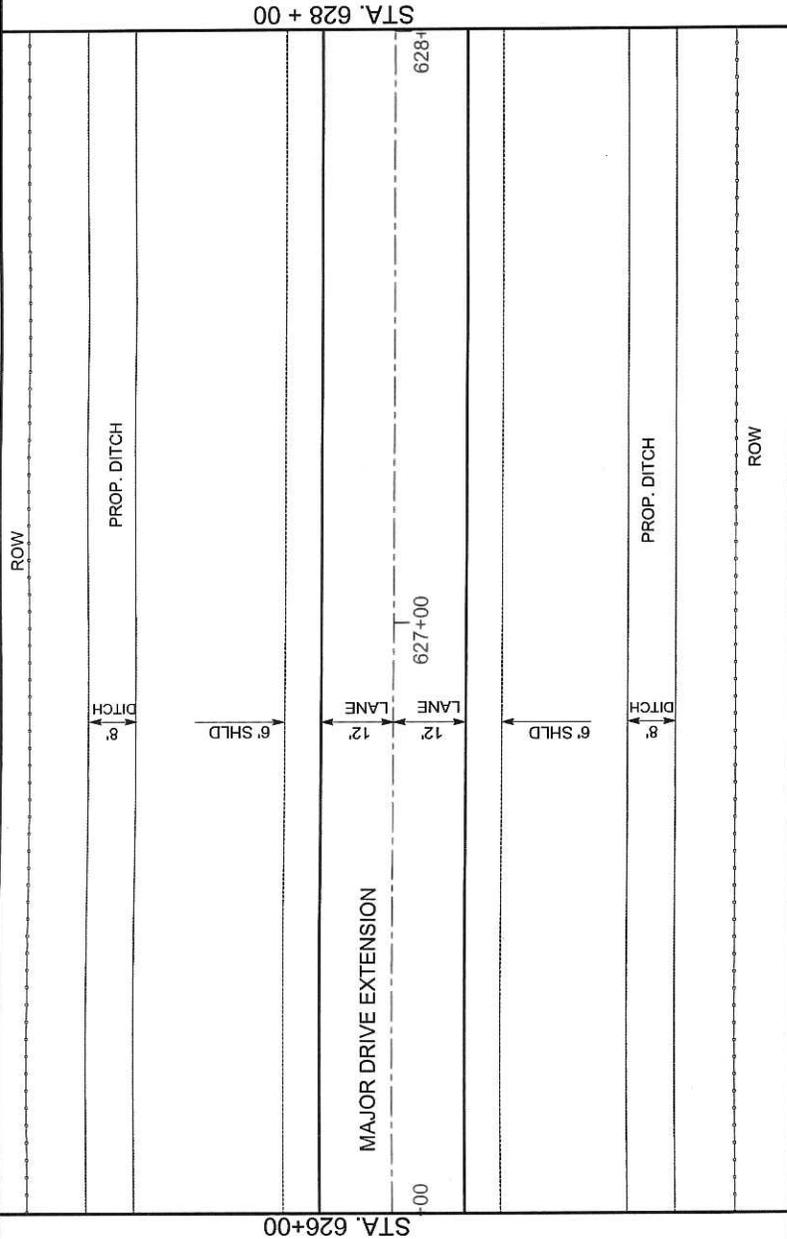
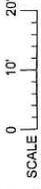
DESIGN	J.D.	SHEET	42
CHECKED	D.R.		

PLAN



REVISED:
7/25/2016

PROFILE



STA. 626+00

STA. 628 + 00



Bradley Steven Stafford
P.E.
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REGISTERED PROFESSIONAL ENGINEER NO. 70807

DATE



JEFFERSON COUNTY

MAJOR DRIVE EXTENSION

PLAN AND PROFILE

DESIGN J.D.
CHECKED D.R.
SHEET NO. 43

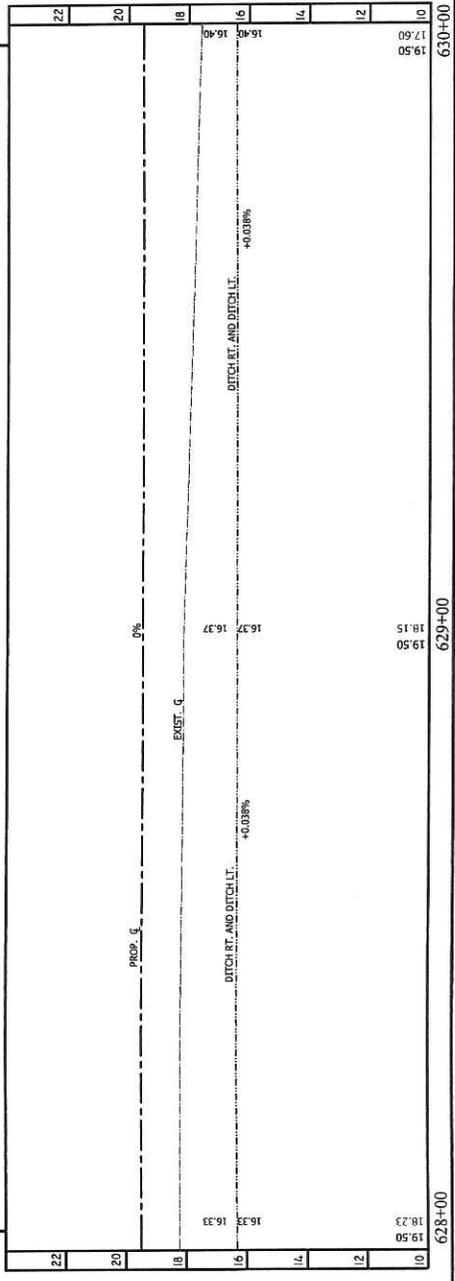
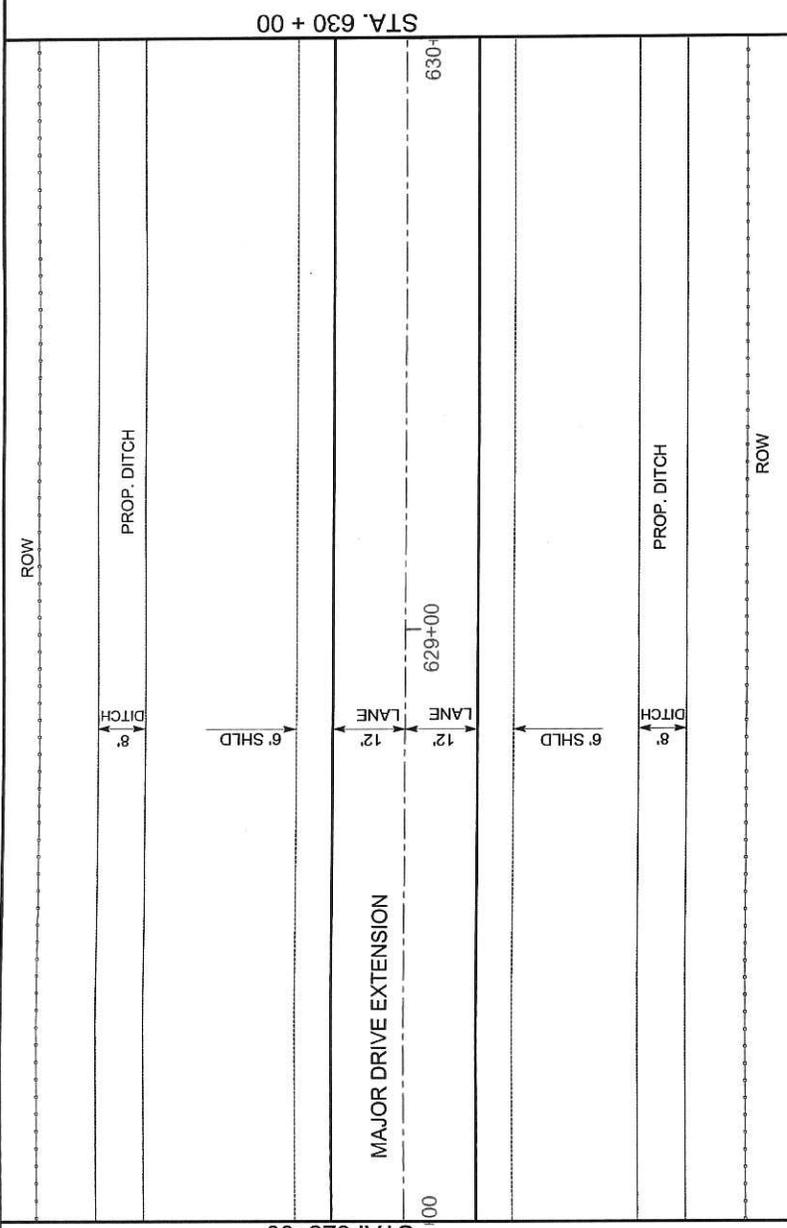
PLAN



PROFILE



REVISED:
7/25/2016



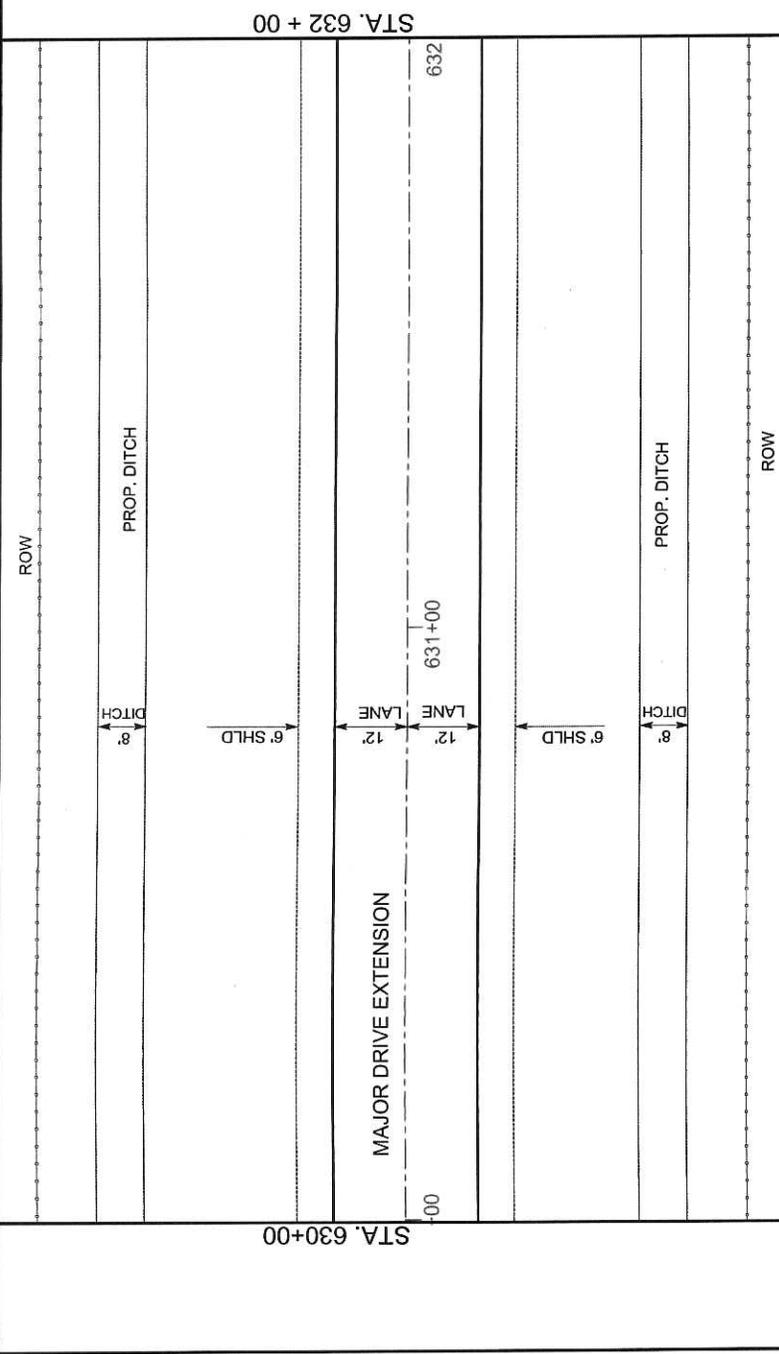
STA. 628+00

STA. 630+00

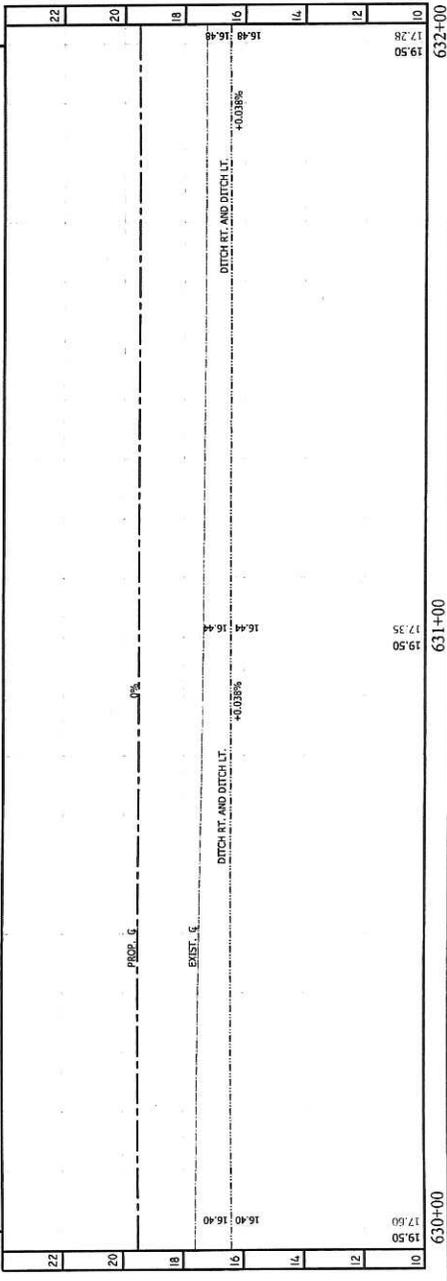
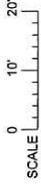
628+00

629+00

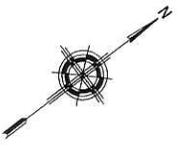
630+00



PLAN



PROFILE



Bradley Steven Stafford
 P.E.
 BRADLEY STEVEN STAFFORD, P.E.
 REGISTERED PROFESSIONAL ENGINEER NO. 70807

A-5-16
 DATE

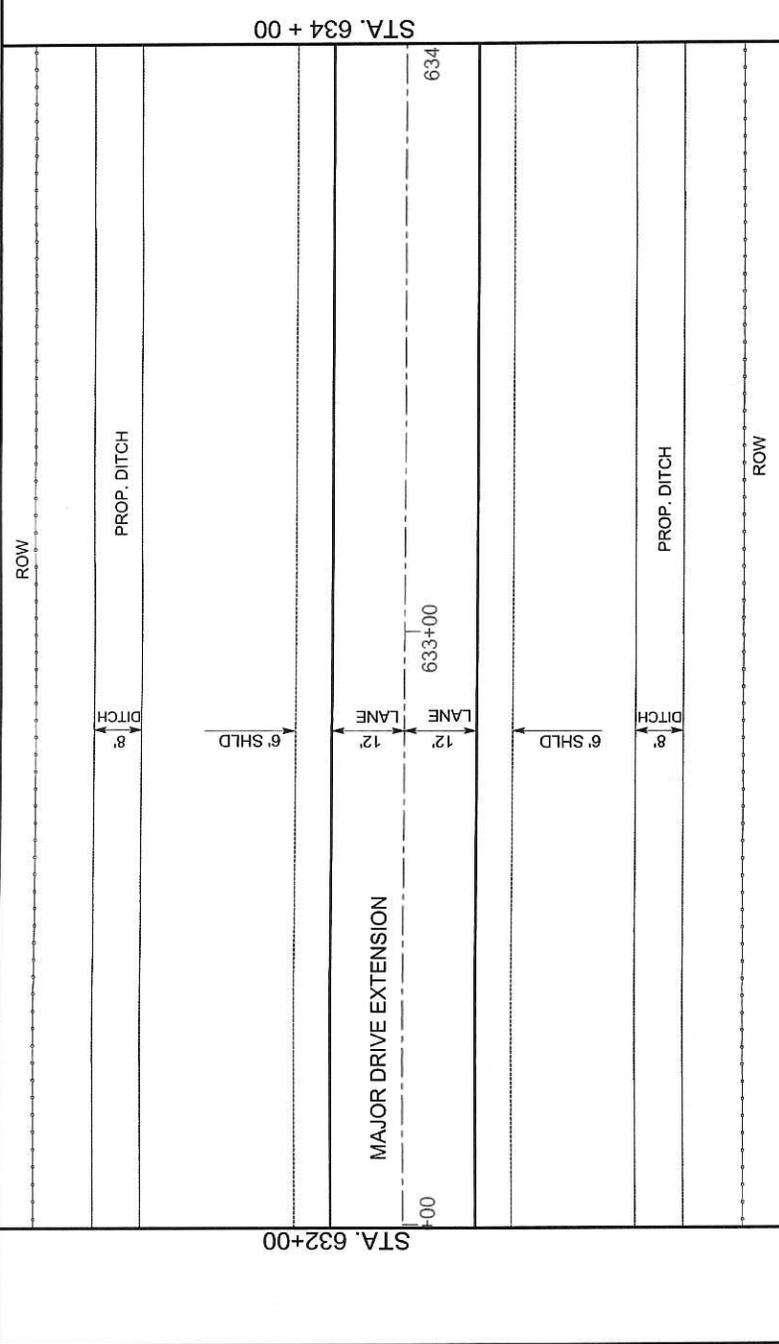


JEFFERSON COUNTY

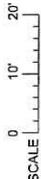
MAJOR DRIVE
 EXTENSION

PLAN AND PROFILE
 SHEET 30 OF 40

DESIGN	J.D.	SHEET	40
CHECKED	D.R.		



PLAN



REVISED: 7/25/2016

DATE A-C-16



Bradley Steven Stafford
 BRADLEY STEVEN STAFFORD, P.E.
 REGISTERED PROFESSIONAL ENGINEER NO. 70807



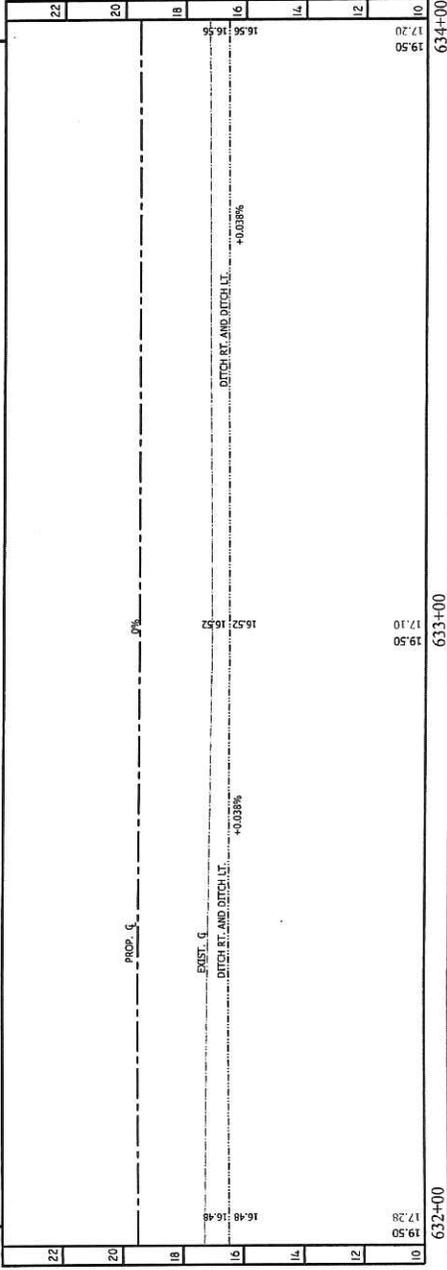
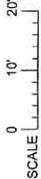
JEFFERSON COUNTY

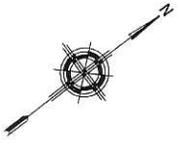
MAJOR DRIVE EXTENSION

PLAN AND PROFILE
 SHEET 31 OF 40

DESIGN	J.D.	SHEET NO.	31
CHECKED	D.R.		

PROFILE





Bradley Steven Stafford
 BRADLEY STEVEN STAFFORD, P.E.
 REGISTERED PROFESSIONAL ENGINEER NO. 78807

6-5-16
 DATE



JEFFERSON COUNTY

MAJOR DRIVE
 EXTENSION

PLAN AND PROFILE
 SHEET 32 OF 40

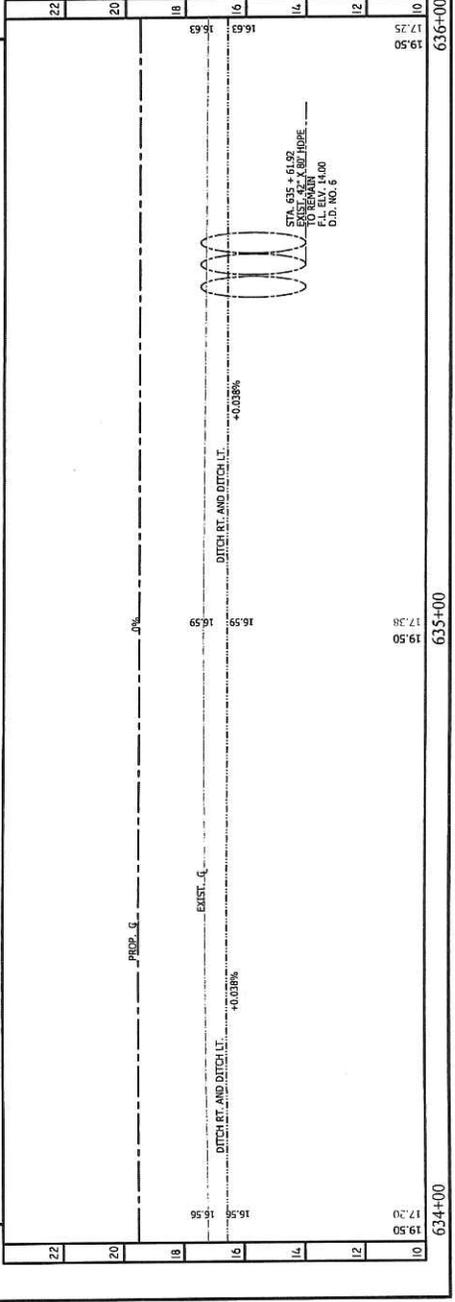
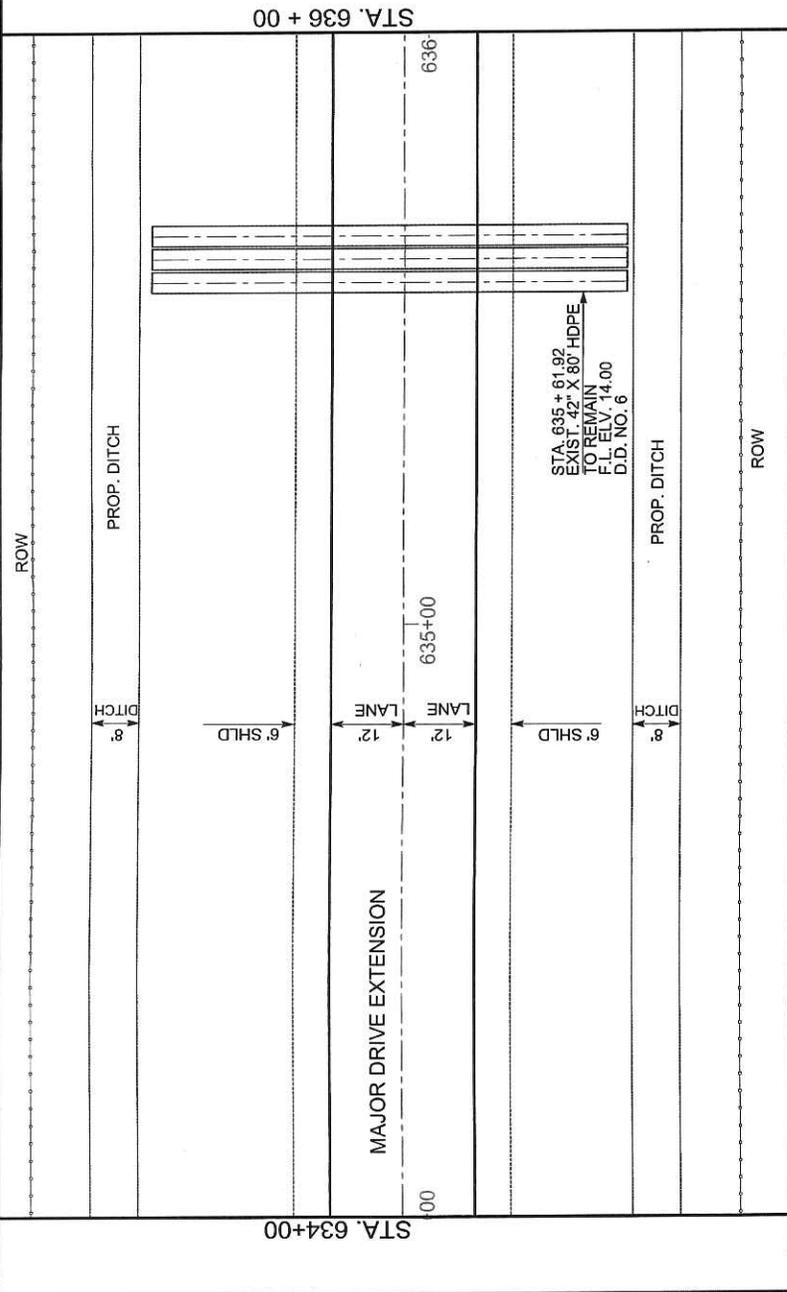
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CHECKED	D.R.		

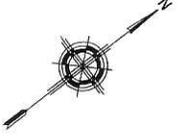
PLAN



REVISED:
 7/25/2016

PROFILE





Bradley Steven Stafford
 BRADLEY STEVEN STAFFORD, P.E.
 REGISTERED PROFESSIONAL ENGINEER NO. 70807

REVISER: 7/25/2016
 DATE: 8-8-16



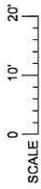
JEFFERSON COUNTY

MAJOR DRIVE
 EXTENSION

PLAN AND PROFILE
 SHEET 33 OF 40

DESIGN	J.D.	SHEET	47
CHECKED	D.R.	NO.	

PLAN

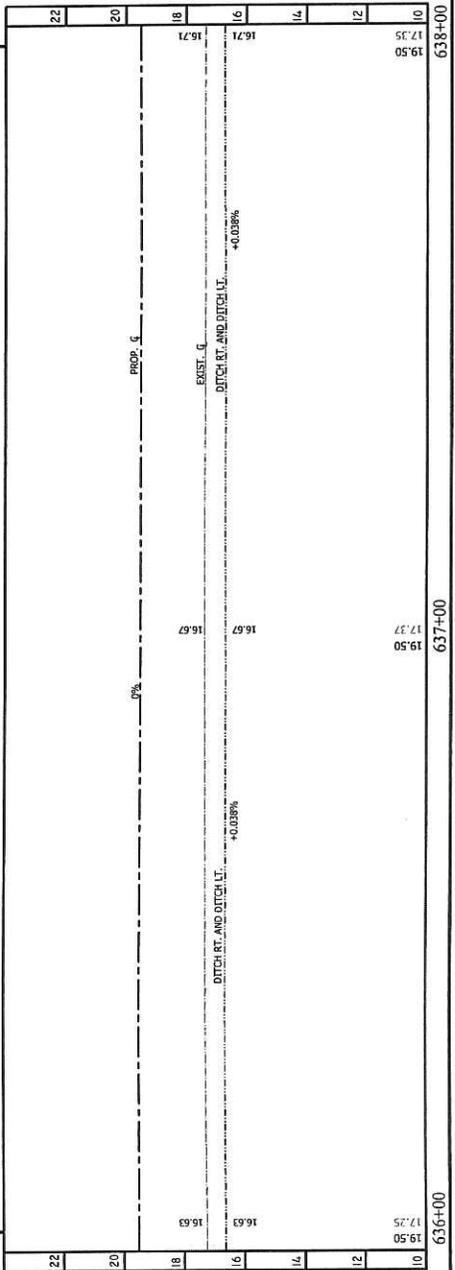
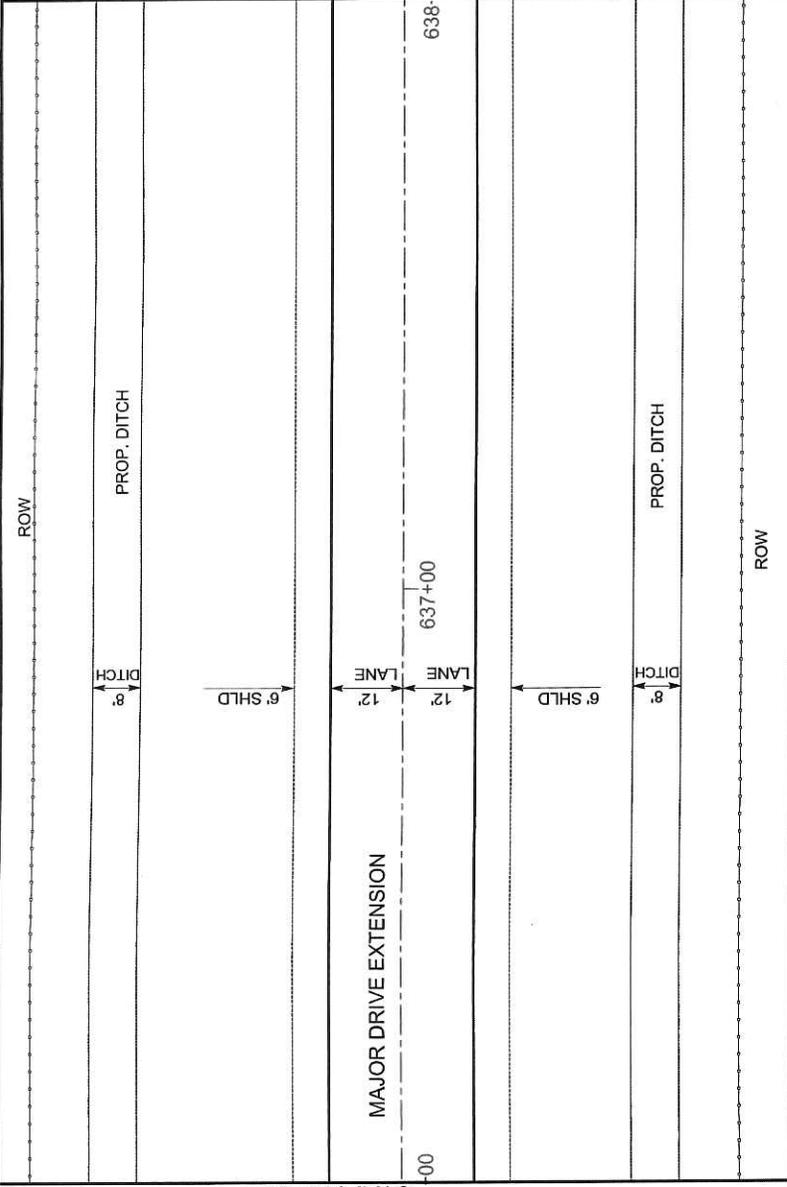


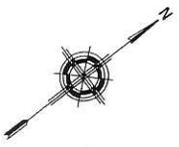
PROFILE



STA. 638 + 00

STA. 636 + 00





Bradley Steven Stafford
 P.E.
 BRADLEY STEVEN STAFFORD, P.E.
 REGISTERED PROFESSIONAL ENGINEER NO. 70807

DATE
 8-5-16



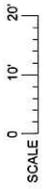
JEFFERSON COUNTY

MAJOR DRIVE
 EXTENSION

PLAN AND PROFILE
 SHEET 34 OF 40

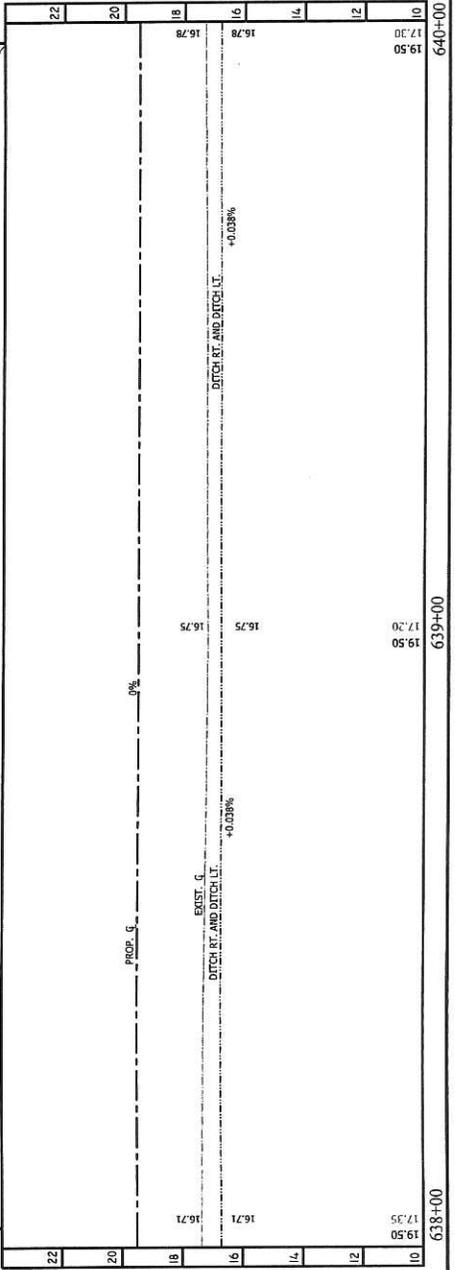
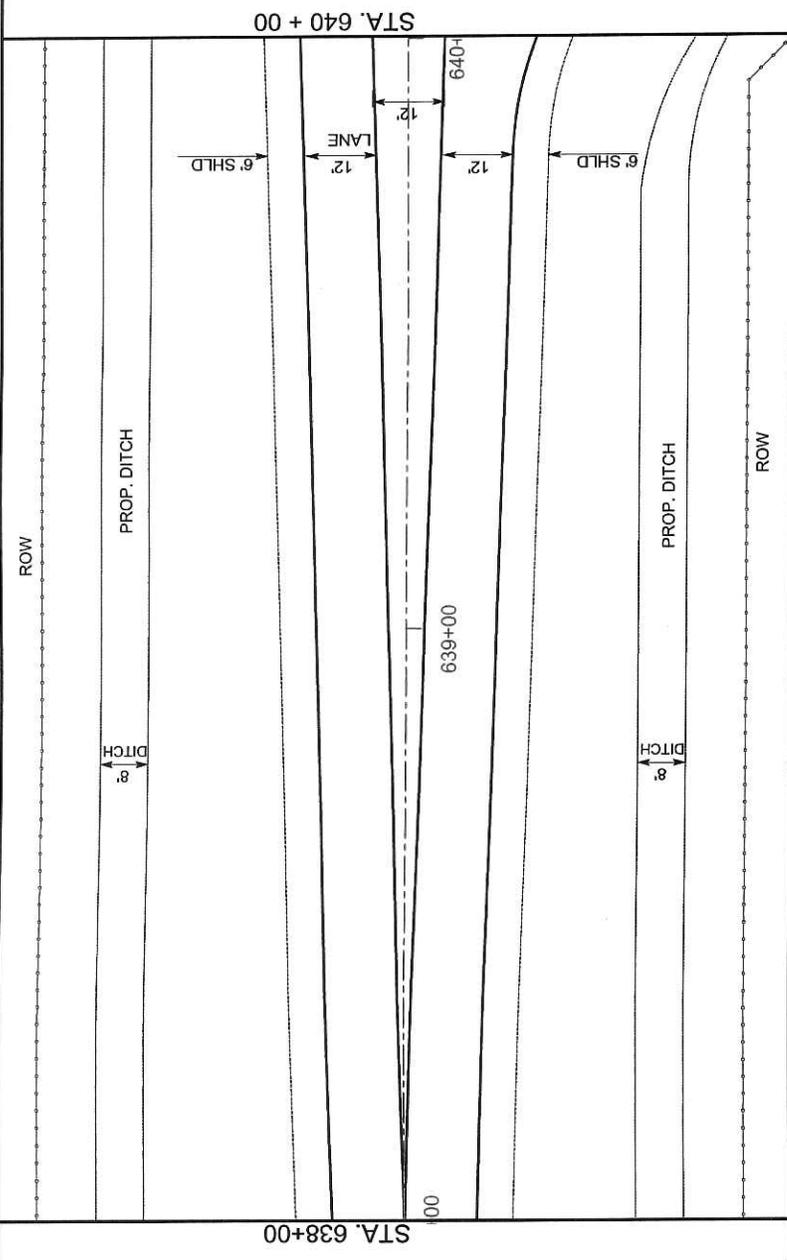
DESIGN	J.D.	SHEET	34
CHECKED	D.R.	NO.	40

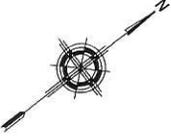
PLAN



REVISED:
 7/25/2016

PROFILE





Bradley Steven Stafford
 BRADLEY STEVEN STAFFORD, P.E.
 REGISTERED PROFESSIONAL ENGINEER NO. 70807
 8-5-16 DATE



JEFFERSON COUNTY

MAJOR DRIVE
 EXTENSION

PLAN AND PROFILE
 SHEET 35 OF 40

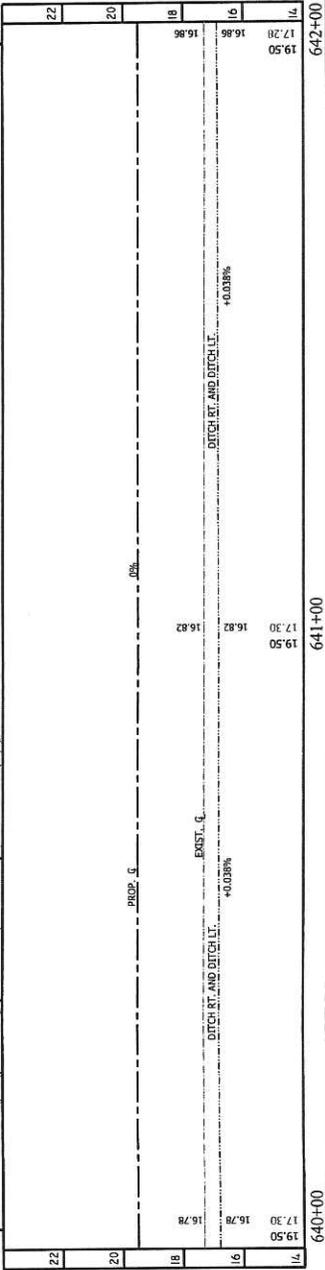
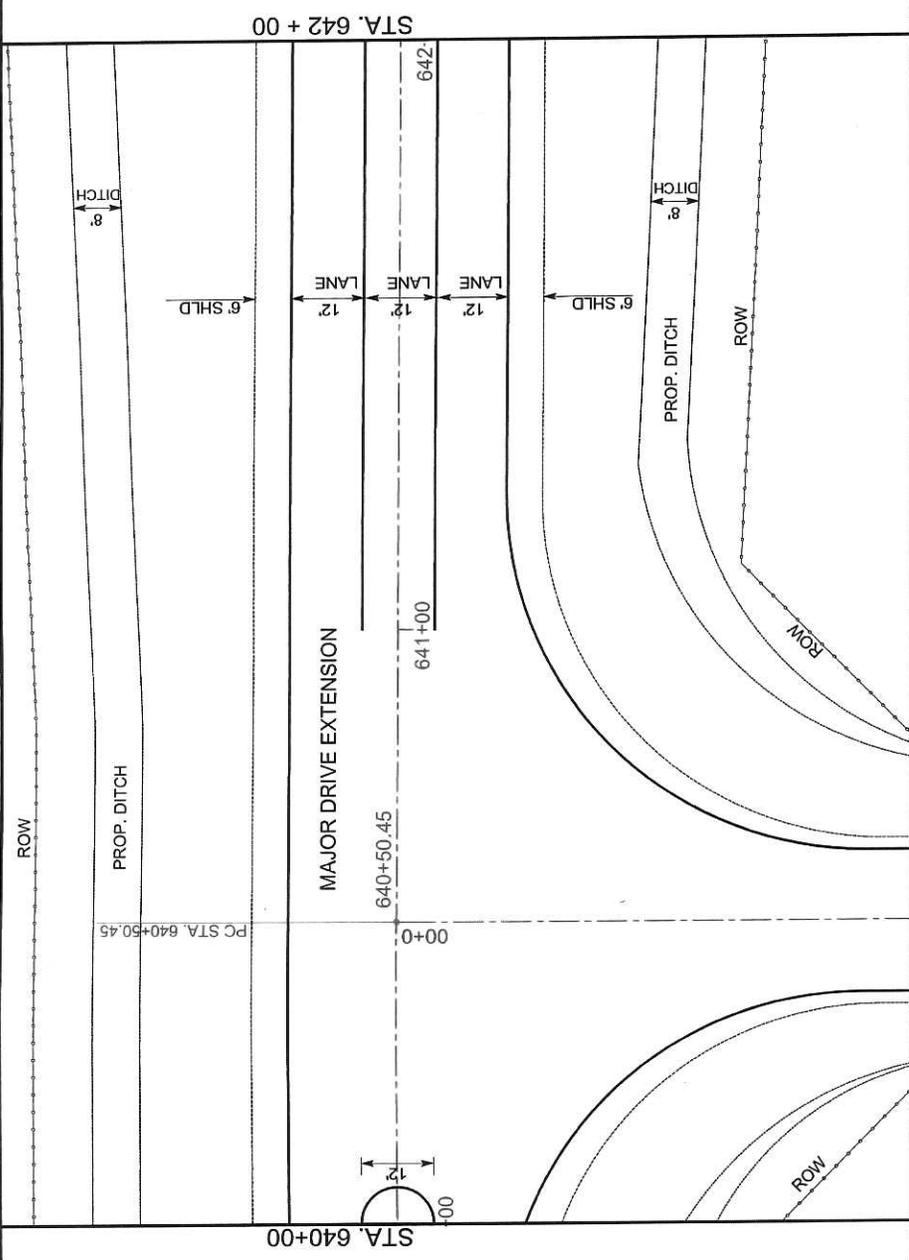
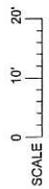
DESIGN	J.D.	SHEET NO.	49
CHECKED	D.R.		

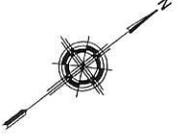
PLAN



REVISED:
 7/25/2016

PROFILE





Bradley Steven Stafford
 BRADLEY STEVEN STAFFORD, P.E.
 REGISTERED PROFESSIONAL ENGINEER NO. 70807

8-5-16 DATE



JEFFERSON COUNTY

MAJOR DRIVE
 EXTENSION

PLAN AND PROFILE

SHEET 36 OF 40

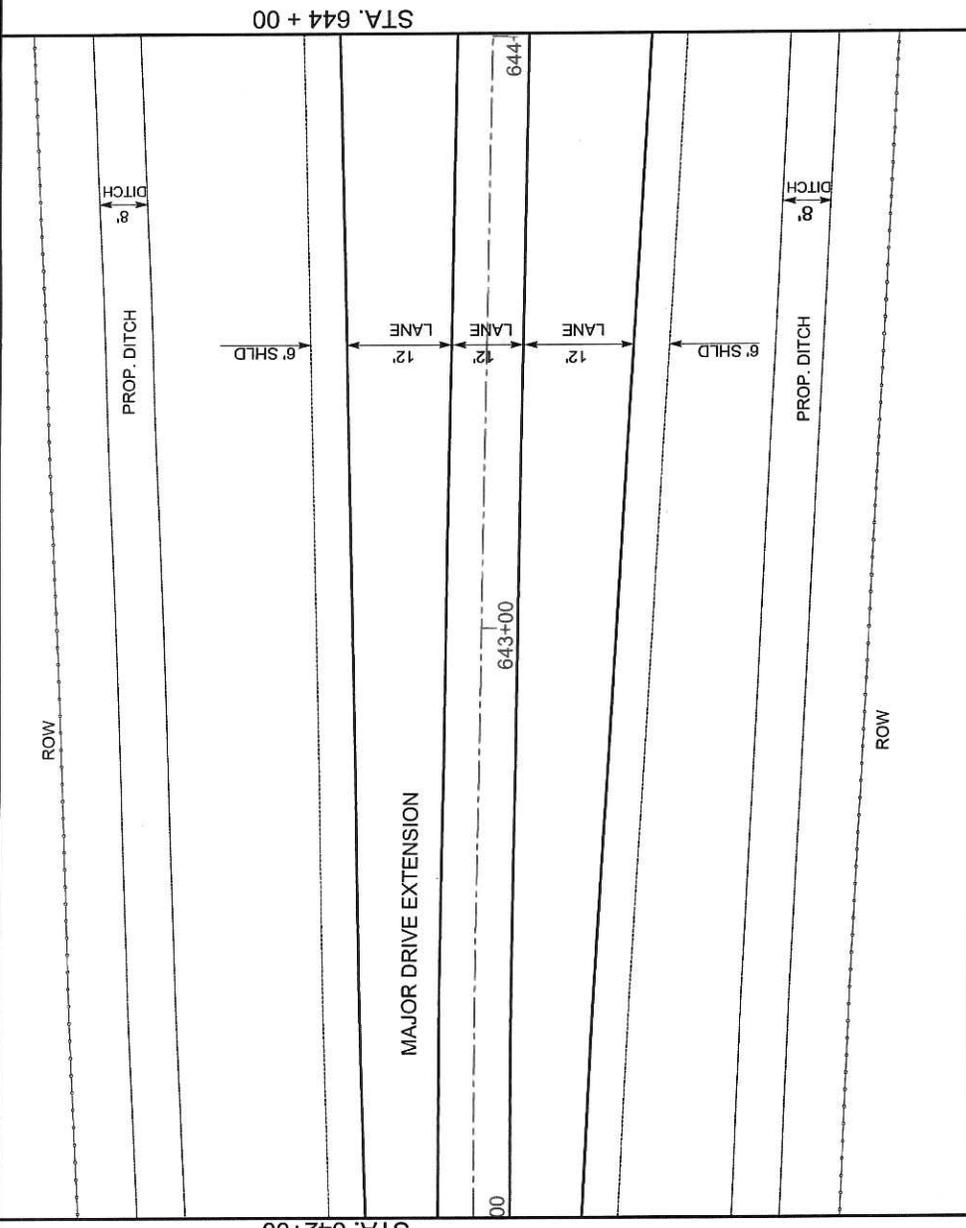
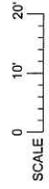
DESIGN I.D. SHEET NO. 30
 CHECKED D.R.

PLAN



REVISED:
 7/25/2016

PROFILE

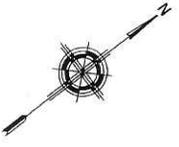


Station	Prop. G.	Exist. G.	Ditch Rt. and Ditch Lt.	Ditch Rt. and Ditch Lt.
642+00	17.28	16.86	+0.038%	
643+00	19.50	17.59	+0.038%	
644+00	17.83	16.90	+0.038%	

STA. 642+00

MAJOR DRIVE EXTENSION

STA. 644+00



BRADLEY STEVEN STAFFORD, P.E.
REGISTERED PROFESSIONAL ENGINEER NO. 70807

DATE
8.2.16



JEFFERSON COUNTY

MAJOR DRIVE EXTENSION

PLAN AND PROFILE

SHEET 37 OF 40

DESIGN	CHECKED	J.D.	D.R.	SHEET	51
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PLAN



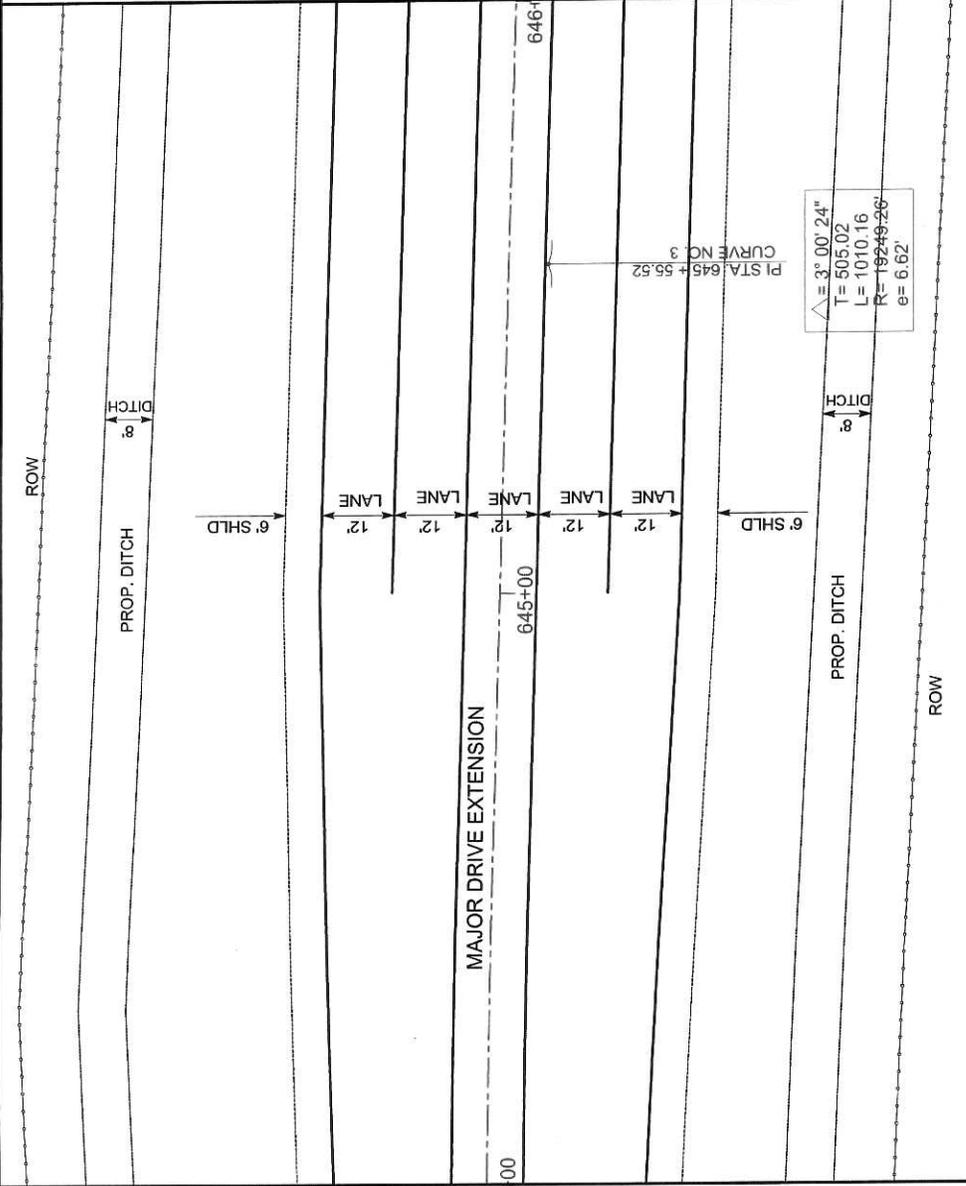
REVISED: 7/25/2016

PROFILE



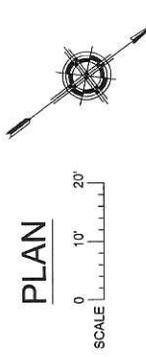
STA. 646 + 00

STA. 644+00

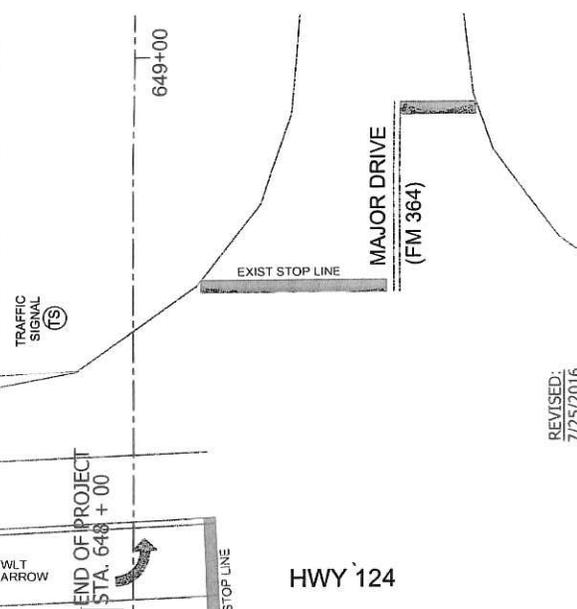


Station	Profile	Grade	Notes
644+00	17.83	0%	
644+10	19.50	0%	
645+00	17.10	0%	
645+10	16.97	0%	
646+00	17.01	0%	

EXIST. G.
DITCH RT. AND DITCH LT. -100.08%
DITCH RT. AND DITCH LT. -100.08%



NOTE:
SEE SHEET 39 OF 40
FOR ENTIRE PLAN VIEW OF
MAJOR DRIVE EXTENSION
@ HWY 124



JEFFERSON COUNTY

MAJOR DRIVE EXTENSION

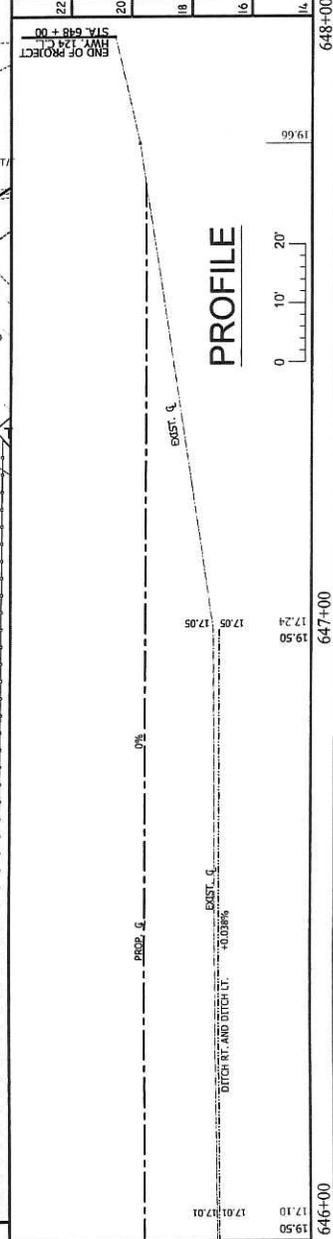
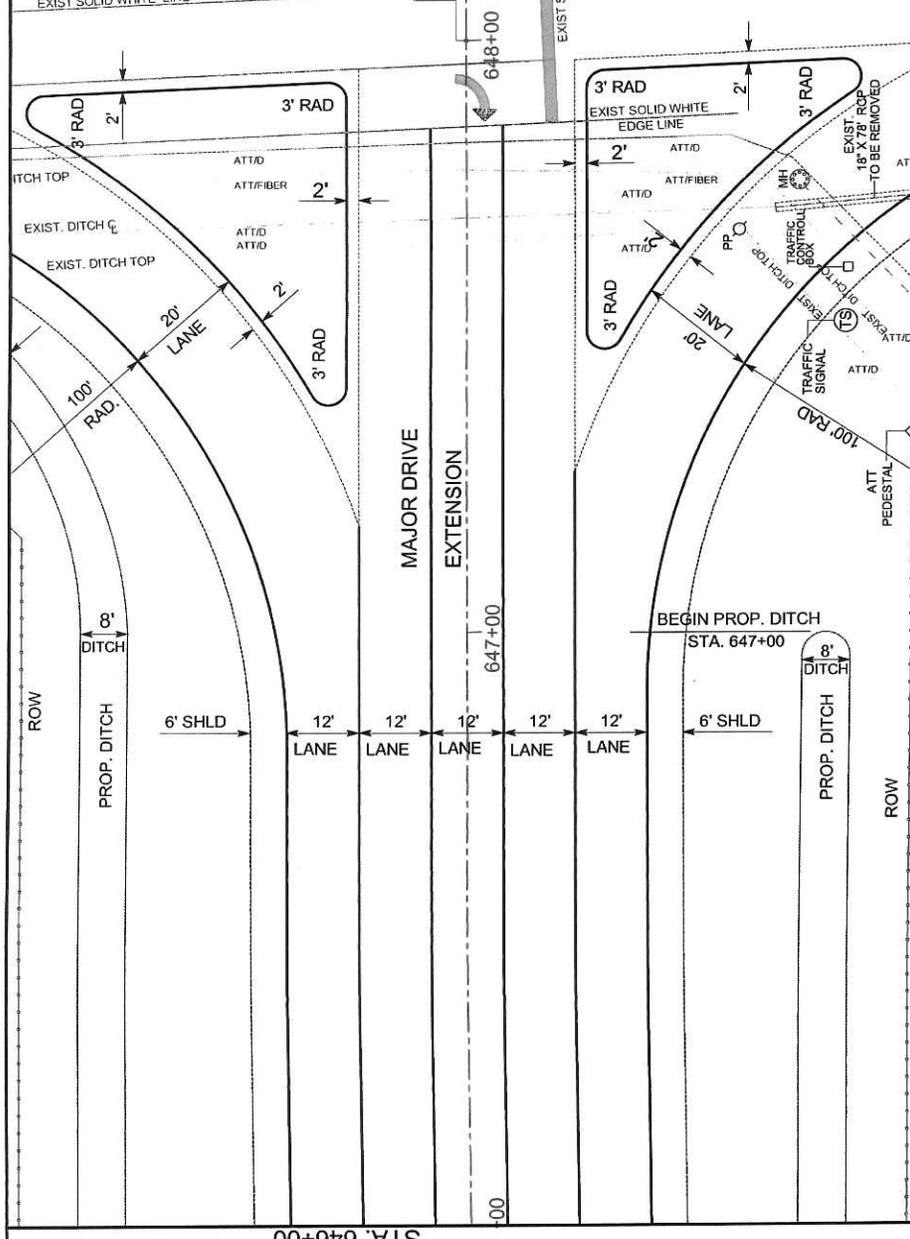
PLAN AND PROFILE
SHEET 38 OF 40

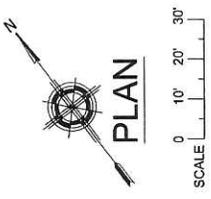
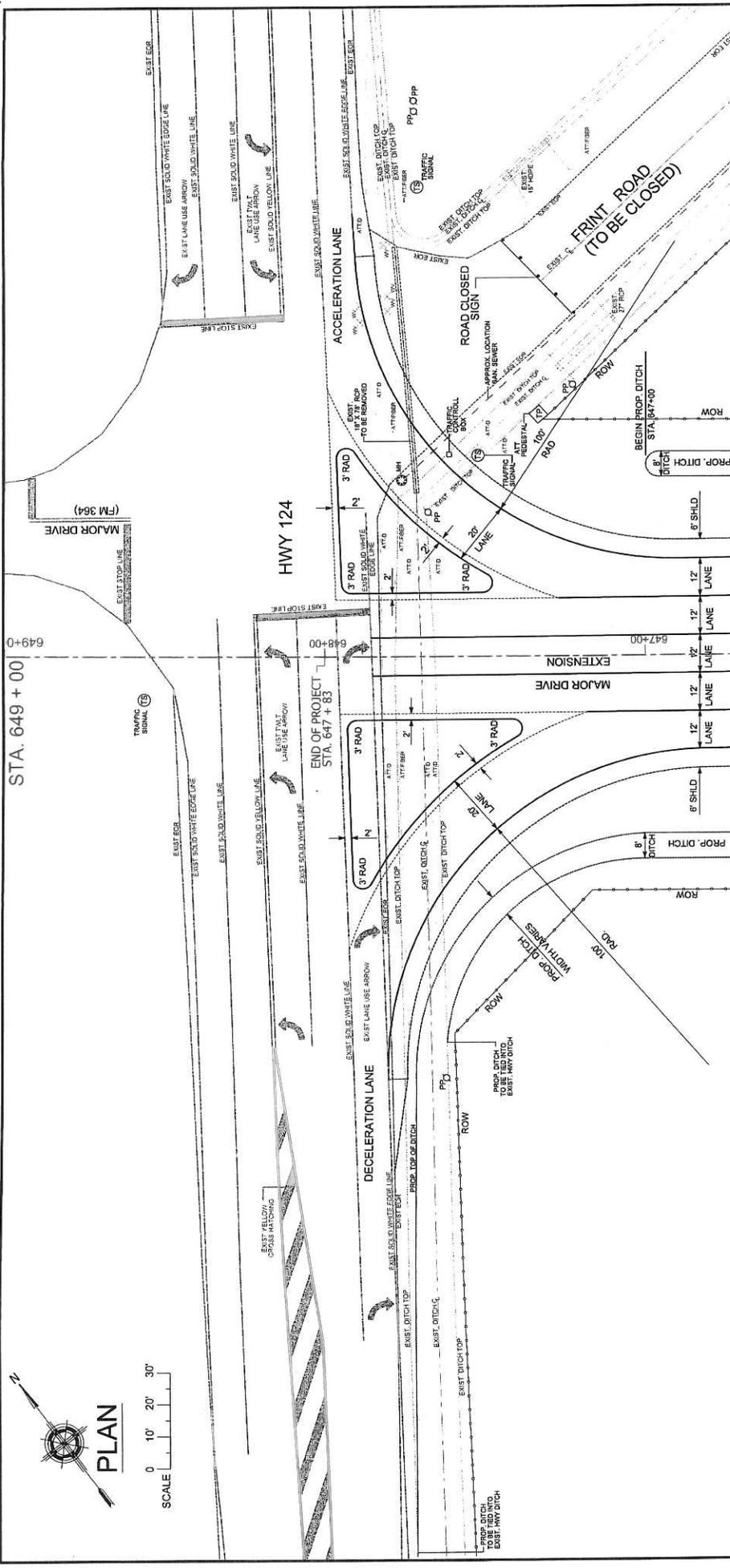
DESIGN	J.D.	SHEET NO.	38
CHECKED	D.R.	DATE	

REVISED: 7/25/2016

BRADLEY STEVEN STAFFORD, P.E.
REGISTERED PROFESSIONAL ENGINEER NO. 70807

DATE: 8-1-14





JEFFERSON COUNTY

MAJOR DRIVE EXTENSION

PLAN VIEW

SHEET 39 OF 40

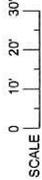
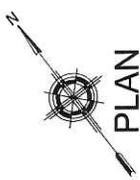
DESIGN	J.D.	SHEET NO.	39
CHECKED	D.R.		

REVISED: 7/25/2016

STATE OF TEXAS
 BRADLEY STEVEN STAFFORD, P.E.
 REGISTERED PROFESSIONAL ENGINEER NO. 70807

DATE 8-1-16





P.T. STA. 650+60.61

PROPOSED MAJOR DR. (BY OTHERS) 650+00

MAJOR DRIVE (FM 364)

649+00

STA. 649 + 00



Bradley Steven Stafford
BRADLEY STEVEN STAFFORD, P.E.
REGISTERED PROFESSIONAL ENGINEER NO. 70807

8-5-16
DATE

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7/25/2016



JEFFERSON COUNTY

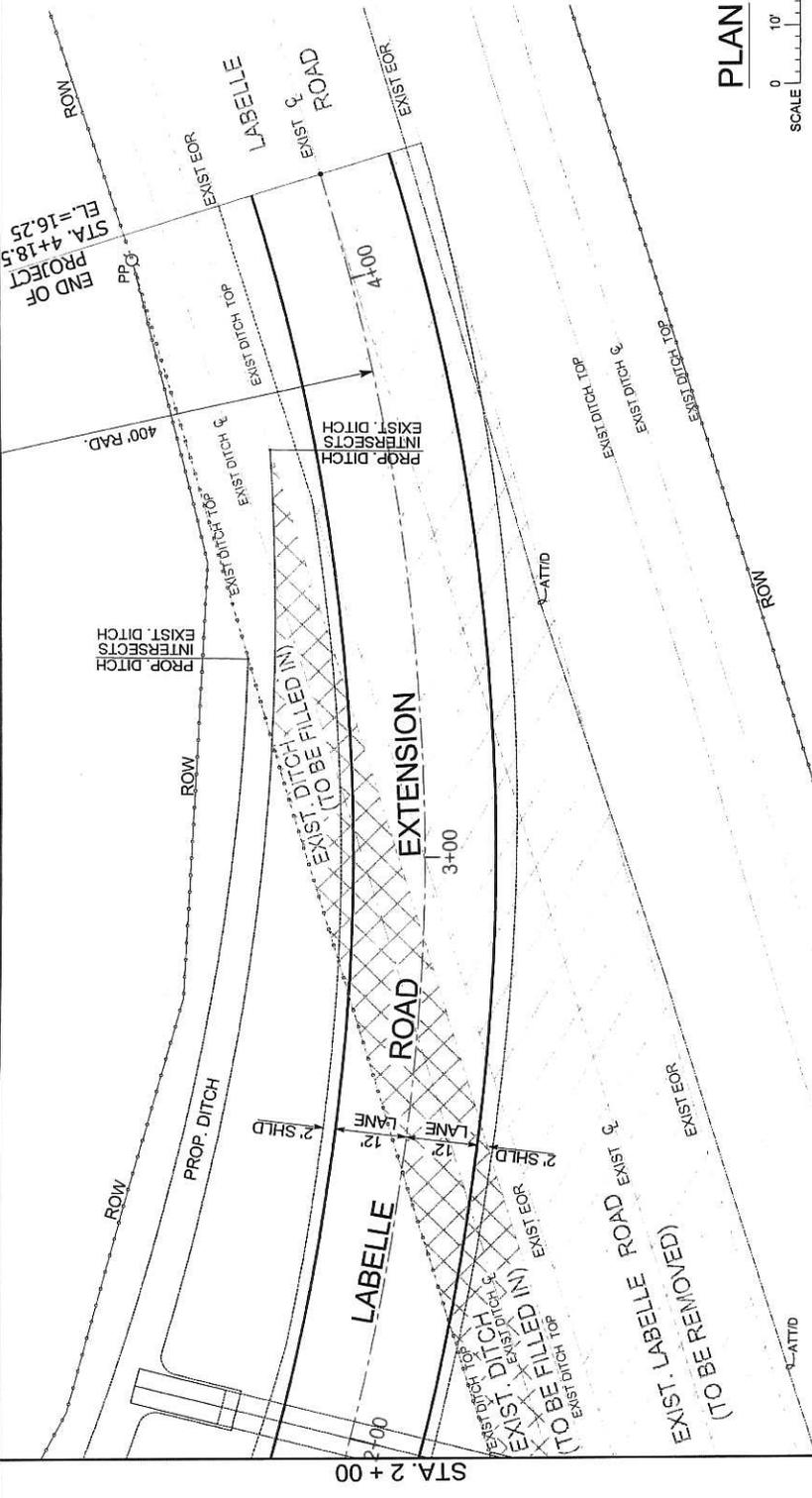
MAJOR DRIVE EXTENSION

PLAN VIEW

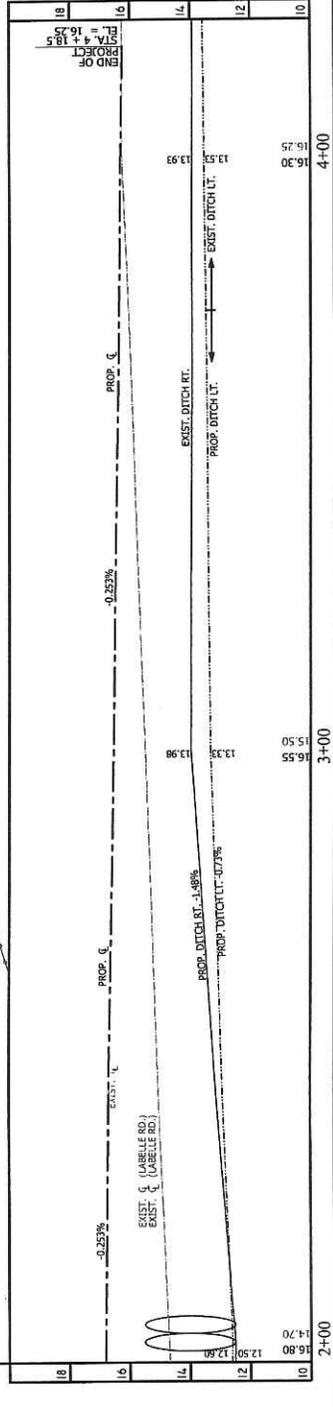
SHEET 40 OF 40

DESIGN	J.D.
CHECKED	D.R.

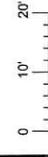
SHEET NO. 34



PLAN



PROFILE



REVISED:
7/25/2016



JEFFERSON COUNTY

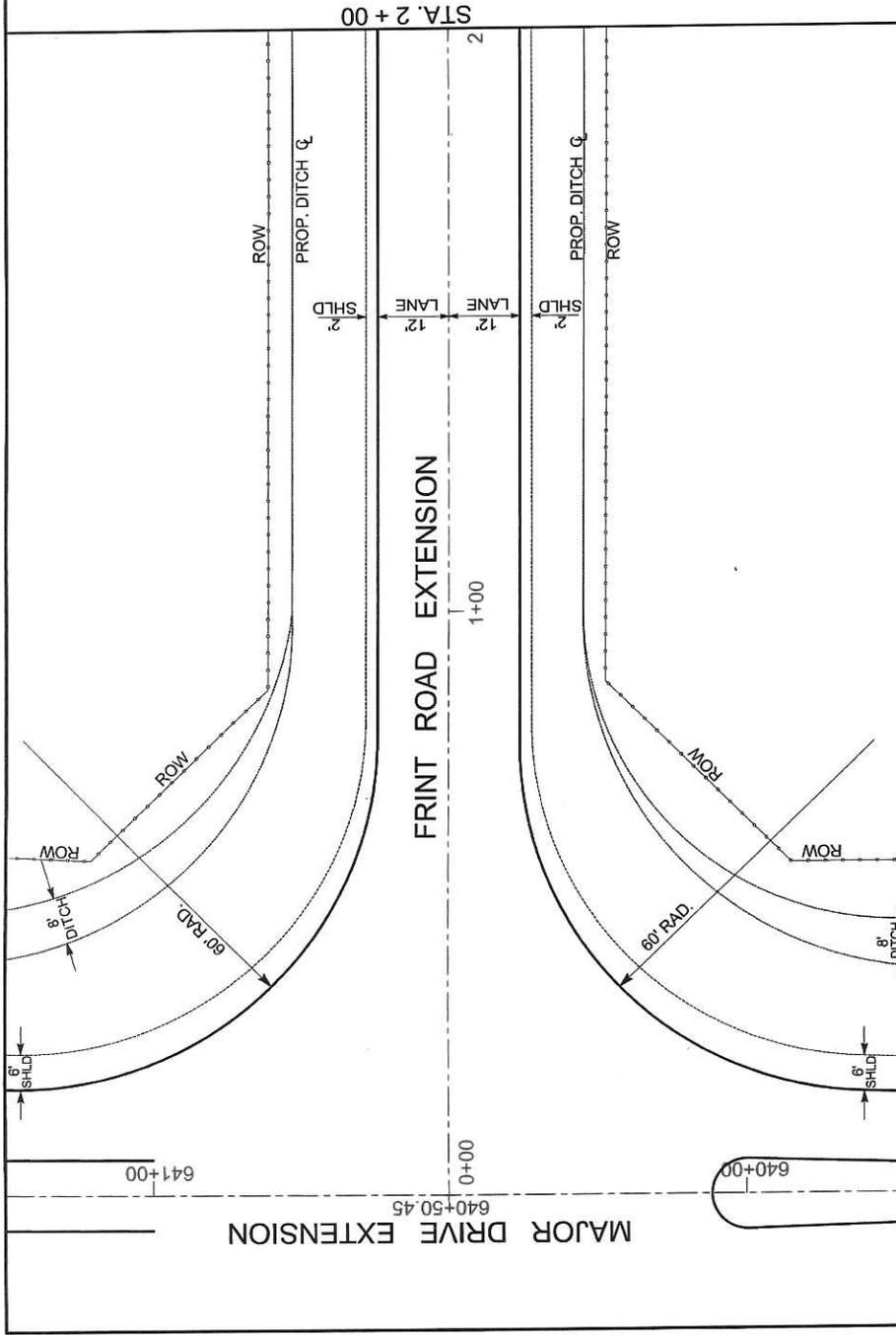
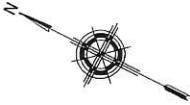
**LABELLE ROAD
EXTENSION**

**PLAN AND PROFILE
SHEET 2 OF 2**

Bradley S. Stafford
BRADLEY STEVEN STAFFORD, P.E.
REGISTERED PROFESSIONAL ENGINEER NO. 70807

DATE

DESIGN	J.D.	SHEET 36
CHECKED	D.R.	



PLAN



REVISED:
7/25/2016



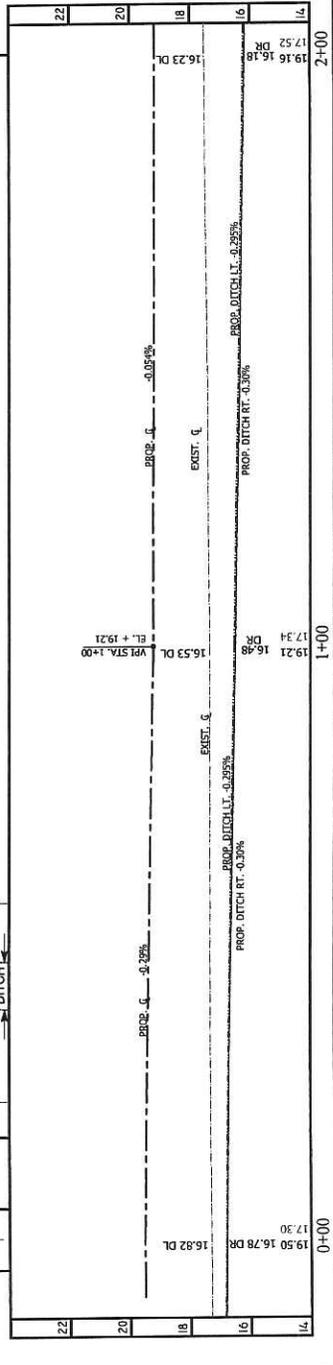
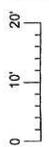
Bradley Steven Stafford
P.E.
BRADLEY STEVEN STAFFORD, P.E.
REGISTERED PROFESSIONAL ENGINEER NO. 70807
8.5.16
DATE



JEFFERSON COUNTY

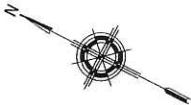
FRINT ROAD
EXTENSION

PROFILE



PLAN AND PROFILE
SHEET 1 OF 5

DESIGN	J.D.	SHEET NO.	57
CHECKED	D.R.		



Bradley S. Stafford
 P.E.
 BRADLEY STEVEN STAFFORD, P.E.
 REGISTERED PROFESSIONAL ENGINEER NO. 70807
 8-5-16 DATE



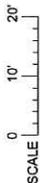
JEFFERSON COUNTY

FRINT ROAD
 EXTENSION

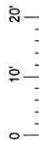
PLAN AND PROFILE
 SHEET 2 OF 5

DESIGN | J.D. | SHEET NO. 38
 CHECKED | D.R. |

PLAN



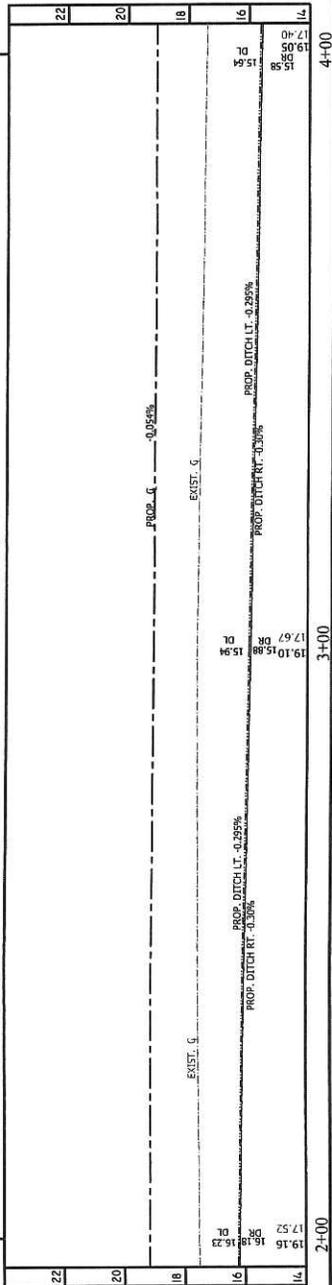
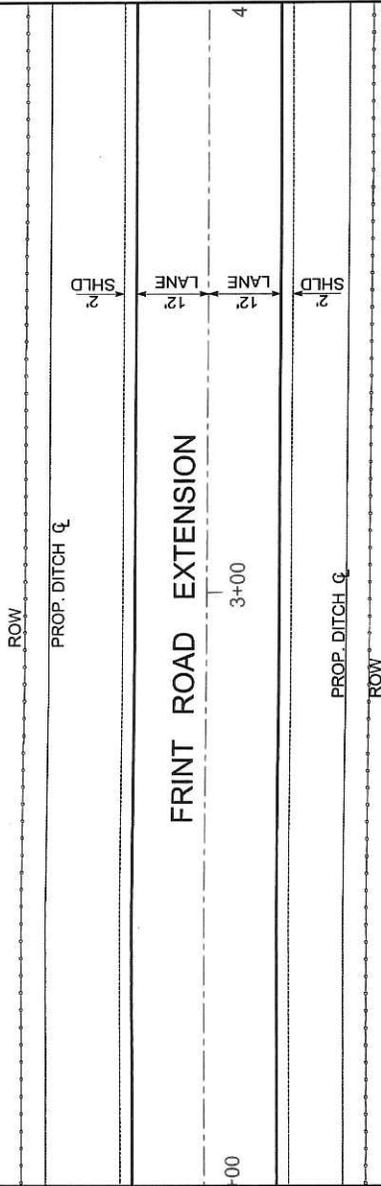
PROFILE

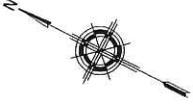


REVISED:
 7/25/2016

STA. 2 + 00

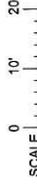
STA. 4 + 00





Bradley Steven Stafford, P.E.
 BRADLEY STEVEN STAFFORD, P.E.
 REGISTERED PROFESSIONAL ENGINEER NO. 70807
 8 - F - 16 DATE

PLAN



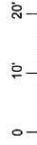
REVISED:
 7/25/2016



JEFFERSON COUNTY

**FRINT ROAD
 EXTENSION**

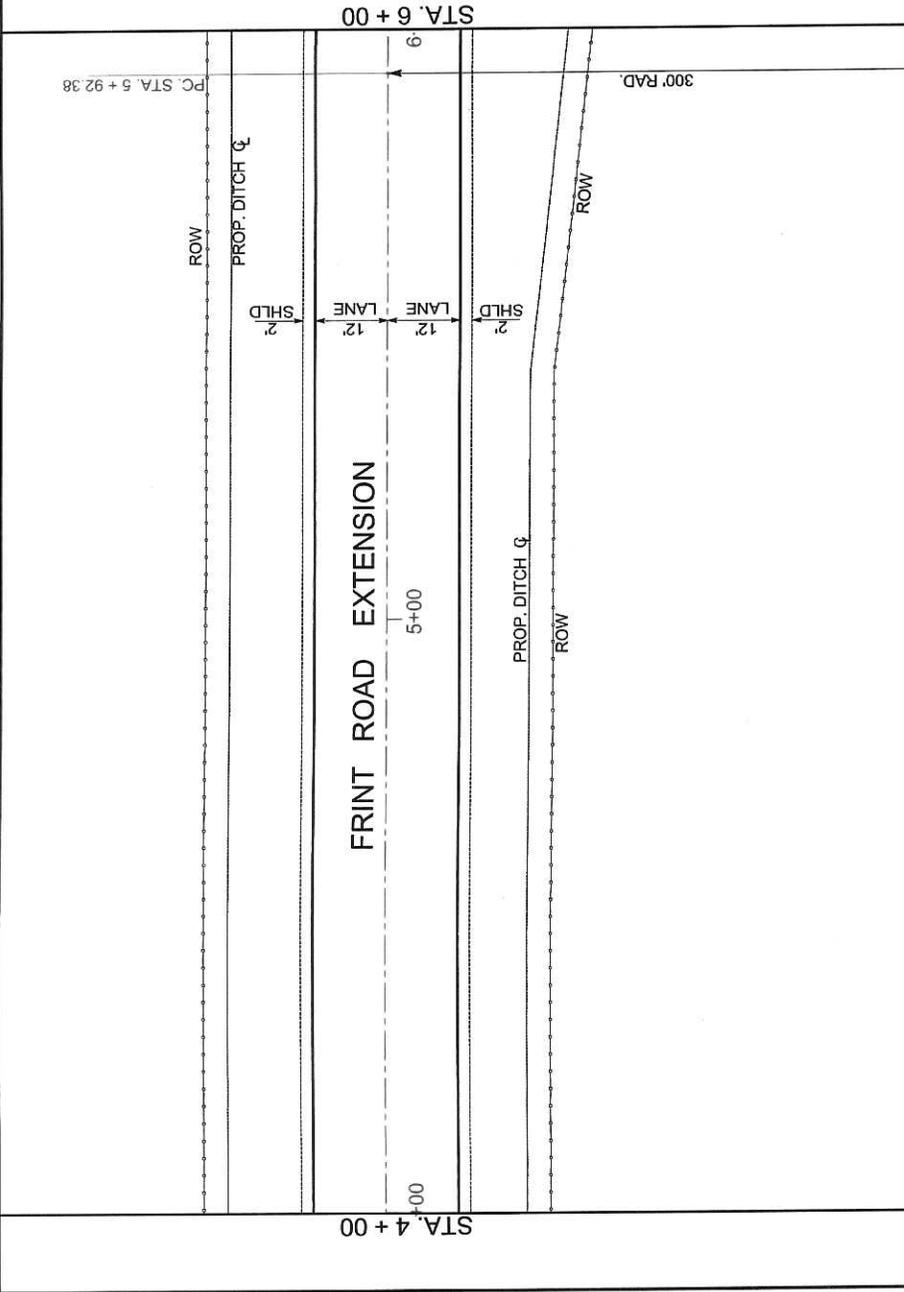
PROFILE



**PLAN AND PROFILE
 SHEET 3 OF 5**

DESIGN J.D.
 CHECKED D.R.

SHEET NO. 39



Station	Profile	Grade
4+00	19.05	DR
4+00	17.40	DI
4+00	15.58	DR
4+00	15.54	DI
5+00	18.99	DR
5+00	17.60	DI
5+00	15.35	DR
5+00	15.35	DI
5+00	15.98	DR
5+00	15.05	DI
5+00	14.98	DR
5+00	15.05	DI
6+00	18.71	DR
6+00	17.11	DI

Profile data for the road extension. The table shows elevations for proposed ditch left (DI), proposed ditch right (DI), and road (DR) at various stations. Grades are indicated as -0.255% and -0.36%.



Bradley S. Stafford
 BRADLEY STEVEN STAFFORD, P.E.
 REGISTERED PROFESSIONAL ENGINEER NO. 70807
 8-5-16 DATE

PLAN



JEFFERSON COUNTY

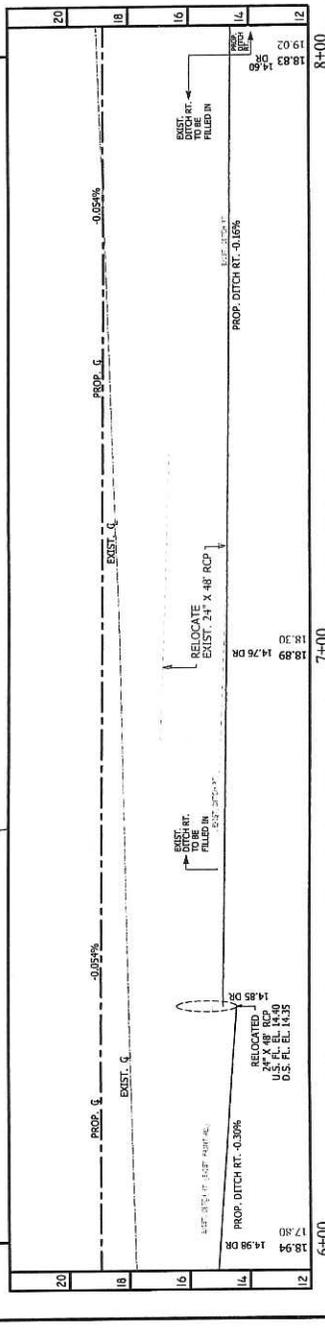
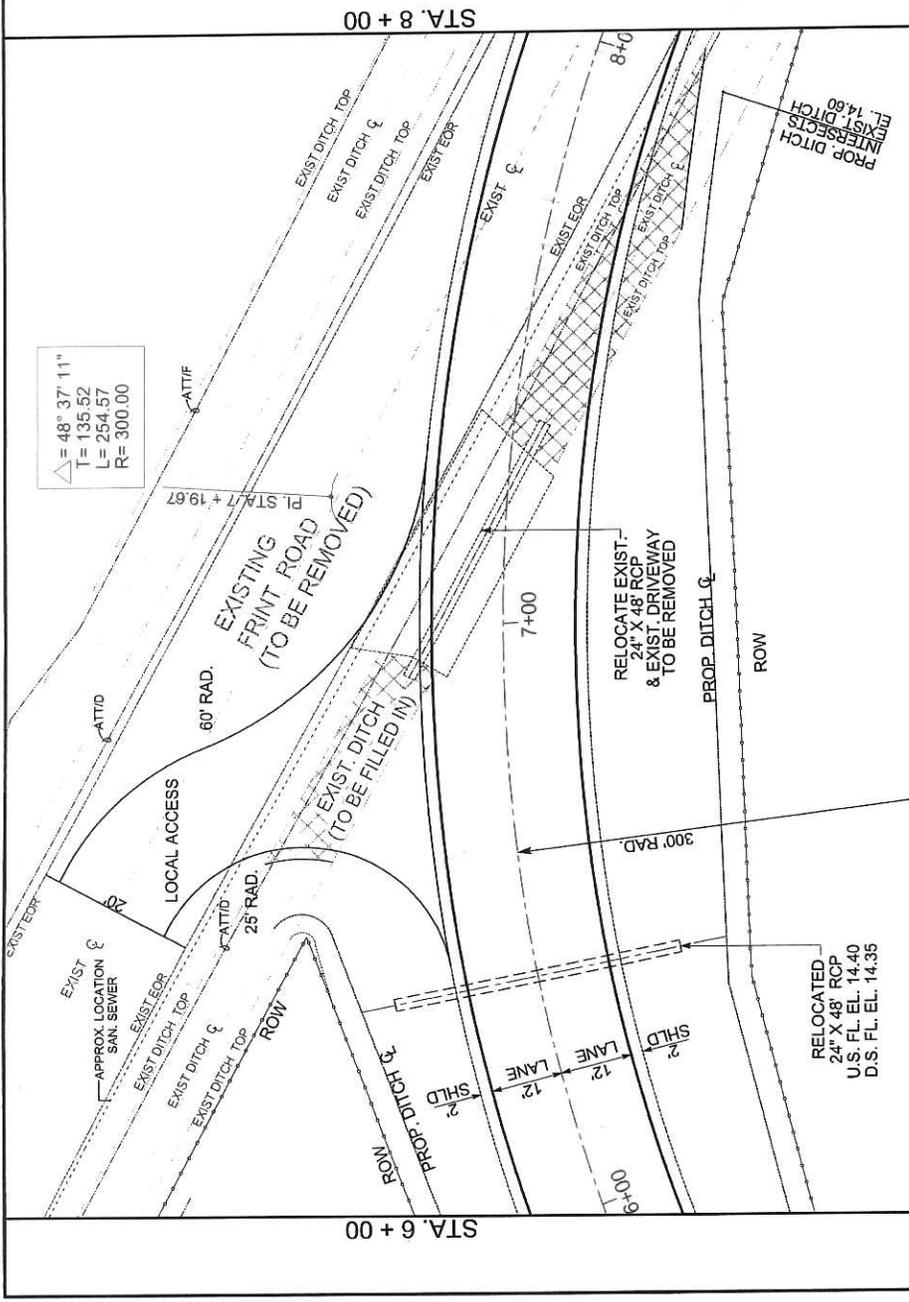
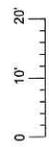
FRINT ROAD EXTENSION

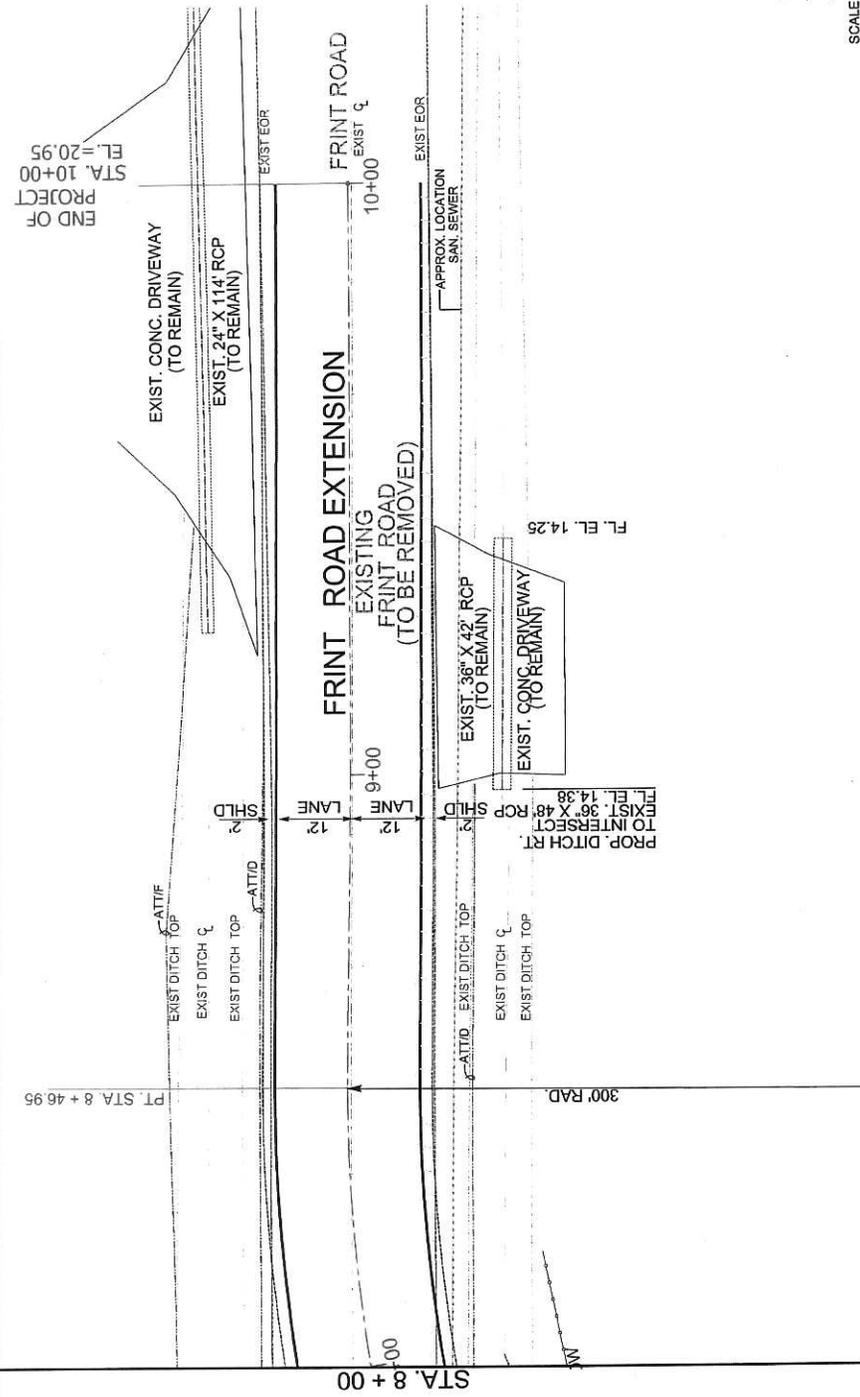
PLAN AND PROFILE
 SHEET 4 OF 5

DESIGN	J.D.	SHEET	60
CHECKED	D.R.	D.R.	

REVISED:
 7/25/2016

PROFILE





Bradley Steven Stafford P.E.
 BRADLEY STEVEN STAFFORD, P.E.
 REGISTERED PROFESSIONAL ENGINEER NO. 70807
 8.5.16 DATE

PLAN



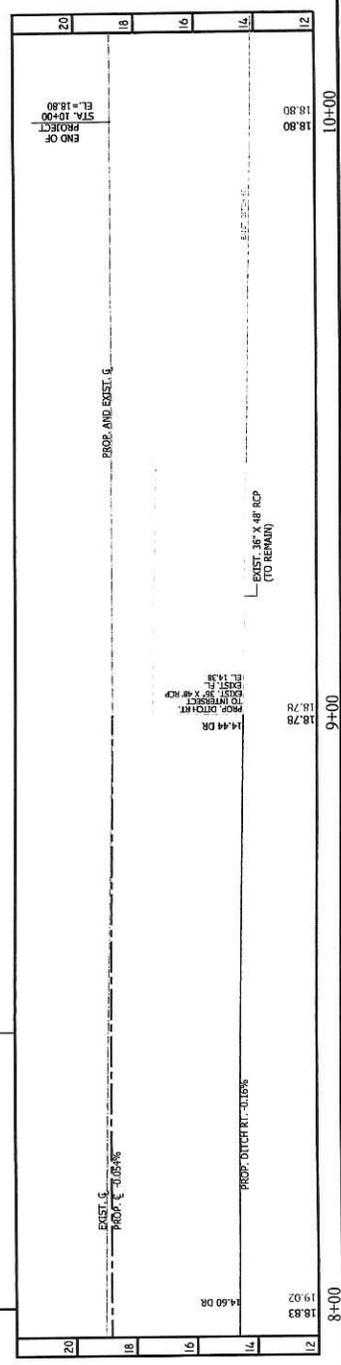
REVISED:
 7/25/2016

JEFFERSON COUNTY

FRINT ROAD EXTENSION

PLAN AND PROFILE
 SHEET 5 OF 5

DESIGN	J.D.	CHECKED	D.R.
SHEET		61	





Texas General Land Office - Disaster Recovery

Certificate of Construction Completion (Form 6-9) (Revised: 7/11/12)

(SUBMIT ONE FOR EACH PRIME CONSTRUCTION CONTRACT)

Grantee: Jefferson County, Texas

GLO-DR Contract No: 12-544-000-6819

DRS Grant No: 220219

This is to certify that a final inspection of the project described below was conducted on the 13th day of October, 2016.

Contract was entered into on the 6th day of August, 2015 between the city / county of Jefferson and APOLLO Environmental for the construction of Clay Berm.

This is to further certify that:

1. The work has been completed in accordance with the plans and specifications and all addenda, change orders and supplemental agreements thereto, with the following exceptions:

No Exceptions

2. The sum of \$ 0, deducted from the final payment to the Contractor is a fair and equitable settlement for the foregoing excepted work.

3. The Contractor has presented on behalf of itself and its sureties, satisfactory evidence that he or she will repair, replace and make good any faulty workmanship and/or materials discovered in the work within a period of 12 months from this date, as provided in the Contract.

4.	Amount of Original Contract	<u>\$3,872,218.6</u>
	Cumulative Change Orders	<u>\$-131,684.85</u>
	Final Amount of Contract	<u>\$3,740,533.75</u>
	Less Previous Payments	<u>\$3,366,480.38</u>
	Less Deductions (from #2 above)	<u>\$0</u>
	FINAL PAYMENT (Balance)	<u>\$374,053.37</u>

5. The Final Payment in the amount above is now due and payable.

6. Final Quantities:

Activity Code	Project Name (from Performance Statement)	Description (What is your Activity)	Qty	Metric
5 - Flood and Drainage Facilities	Dune Restoration Project	Construct Clay Berm <input checked="" type="checkbox"/>	30,477	Linear Feet

For assistance with completing the above table: See GLO site Non-Housing Forms: ([Appendix 1: Performance Table](#))

Certified by:

William L. Worsham, PE
 Engineer Signature
 William L. Worsham, PE
 EngineerName - Printed
 Director of Coastal Engineering
 Title
 LJA Engineering, Inc.
 Firm

Tim Elms
 Contractor Signature
 Tim Elms
 Contractor Name - Printed
 Vice President
 Title
 APOLLO Environmental Strategies
 Firm

Jeff R. Branick
 C.E.O. Signature
 Jeff R. Branick
 C.E.O. Name - Printed
 Jefferson County Judge
 Title
 Jefferson
 City / County of

ATTEST
DATE



NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
DAWN DONUTS	42.50	427112	42.50**
ROAD & BRIDGE PCT.#1			
SPIDLE & SPIDLE	3,742.50	426924	
APAC, INC. - TROTTI & THOMSOM	588.05	426929	
M&D SUPPLY	284.01	426974	
DE LAGE LANDEN PUBLIC FINANCE	70.00	427076	
MARTIN MARIEETA MATERIALS	207.60	427107	4,892.16**
ROAD & BRIDGE PCT.#2			
APPLIED INDUSTRIAL TECH	80.53	426935	
ENTERGY	5.71	426959	
HARTMANN BLDG. SPECIALITIES	27.94	426962	
MUNRO'S	20.00	426979	
BUMPER TO BUMPER	821.40	427045	
DE LAGE LANDEN PUBLIC FINANCE	90.00	427076	1,045.58**
ROAD & BRIDGE PCT. # 3			
FARM & HOME SUPPLY	284.16	426952	
GULF COAST AUTOMOTIVE, INC.	18.99	426956	
GULFWAY LUMBER	161.37	426958	
ENTERGY	307.11	426959	
MUNRO'S	29.45	426979	
OFFICE DEPOT	129.99	426982	
W. JEFFERSON COUNTY M.W.D.	61.11	427006	
LOWE'S HOME CENTERS, INC.	253.70	427033	
TEXAS GAS SERVICE	153.23	427039	
WINDSTREAM	47.80	427051	
TRACTOR SUPPLY CO	13.98	427052	
DE LAGE LANDEN PUBLIC FINANCE	140.00	427076	
ASCO	1,974.61	427088	
FELIX AAA AUTO & TRUCK PARTS LLC	117.00	427109	3,692.50**
ROAD & BRIDGE PCT.#4			
ABLE FASTENER, INC.	76.03	426919	
APAC, INC. - TROTTI & THOMSOM	1,878.16	426929	
CHUCK'S WRECKER SERVICE	165.00	426937	
CASH ADVANCE ACCOUNT	307.71	426968	
M&D SUPPLY	220.47	426974	
MUNRO'S	68.26	426979	
SANITARY SUPPLY, INC.	265.94	426990	
SMART'S TRUCK & TRAILER, INC.	623.99	426996	
SOUTHEAST TEXAS WATER	15.90	426997	
W. JEFFERSON COUNTY M.W.D.	88.24	427005	
DE LAGE LANDEN PUBLIC FINANCE	229.79	427076	
ON TIME TIRE	187.97	427084	
ASCO	112.54	427088	
TRANSIT & LEVEL CLINIC LLC	134.00	427115	4,374.00**
ENGINEERING FUND			
OFFICE DEPOT	119.58	426982	
TRI-CITY COFFEE SERVICE	193.05	427002	
DE LAGE LANDEN PUBLIC FINANCE	460.94	427076	773.57**
PARKS & RECREATION			
ENTERGY	9.07	426959	
JIFFY TROPHIES	15.75	426969	
SHERWIN-WILLIAMS	99.88	426995	
W. JEFFERSON COUNTY M.W.D.	52.26	427005	176.96**
GENERAL FUND			
TAX OFFICE			
SOUTHEAST TEXAS WATER	260.00	426997	

NAME	AMOUNT	CHECK NO.	TOTAL
AT&T	105.48	426999	
UNITED STATES POSTAL SERVICE	837.50	427024	
UNITED STATES POSTAL SERVICE	115.44	427025	
DE LAGE LANDEN PUBLIC FINANCE	370.00	427076	1,688.42*
COUNTY HUMAN RESOURCES			
PINNACLE EMPLOYEE TESTING	1,710.00	426984	
UNITED STATES POSTAL SERVICE	7.98	427024	
DE LAGE LANDEN PUBLIC FINANCE	70.00	427076	1,787.98*
AUDITOR'S OFFICE			
SOUTHEAST TEXAS WATER	29.95	426997	
CDW COMPUTER CENTERS, INC.	142.12	427016	
UNITED STATES POSTAL SERVICE	1.91	427024	
DE LAGE LANDEN PUBLIC FINANCE	70.00	427076	243.98*
COUNTY CLERK			
HERNANDEZ OFFICE SUPPLY, INC.	174.46	426964	
KIRKSEY'S SPRINT PRINTING	26.50	426971	
OFFICE DEPOT	4.63	426982	
ULINE SHIPPING SUPPLY SPECIALI	32.33	427003	
CDW COMPUTER CENTERS, INC.	57.12	427016	
UNITED STATES POSTAL SERVICE	221.97	427024	
UNITED STATES POSTAL SERVICE	96.40	427025	
DE LAGE LANDEN PUBLIC FINANCE	1,052.82	427076	1,666.23*
COUNTY JUDGE			
LAIRO DOWDEN, JR.	1,000.00	426949	
UNITED STATES POSTAL SERVICE	2.00	427024	
DUSTIN R. GALMOR	500.00	427072	
DE LAGE LANDEN PUBLIC FINANCE	70.00	427076	
JAN GIROUARD & ASSOCIATES LLC	400.00	427116	1,972.00*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	21.89	427024	
KRISTEN HANKCOCK	12.37	427029	
DE LAGE LANDEN PUBLIC FINANCE	70.00	427076	104.26*
COUNTY TREASURER			
OFFICE DEPOT	203.18	426982	
UNITED STATES POSTAL SERVICE	221.13	427024	
DE LAGE LANDEN PUBLIC FINANCE	331.89	427076	756.20*
PRINTING DEPARTMENT			
CIT TECHNOLOGY FINANCING SERVICE	499.00	427062	
DE LAGE LANDEN PUBLIC FINANCE	1,200.00	427076	1,699.00*
PURCHASING DEPARTMENT			
OFFICE DEPOT	74.34	426982	
UNITED STATES POSTAL SERVICE	32.65	427024	
DE LAGE LANDEN PUBLIC FINANCE	70.00	427076	176.99*
GENERAL SERVICES			
GUARDIAN FORCE	74.00	426921	
TIME WARNER COMMUNICATIONS	2,442.76	427000	
INTERFACE EAP	1,712.70	427011	
TEXAS COFFEE COMPANY	124.77	427015	
VERIZON WIRELESS	303.96	427022	
PATTILLO BROWN & HILL LLP	14,500.00	427078	
DYNAMEX INC	199.10	427094	
SPOK INC	3.00	427100	19,360.29*
DATA PROCESSING			

NAME	AMOUNT	CHECK NO.	TOTAL
DELL MARKETING L.P.	33,654.50	426948	
CDW COMPUTER CENTERS, INC.	949.22	427016	
SIRIUS COMPUTER SOLUTIONS INC.	25,712.92	427036	
DE LAGE LANDEN PUBLIC FINANCE	70.00	427076	
SPOK INC	12.06	427100	
STARDOCK SYSTEMS INC	9.99	427125	
VOTERS REGISTRATION DEPT			60,408.69*
CUMULUS BROADCASTING, INC.	1,714.00	427018	
UNITED STATES POSTAL SERVICE	190.49	427024	
DE LAGE LANDEN PUBLIC FINANCE	70.00	427076	
ELECTIONS DEPARTMENT			1,974.49*
THE EXAMINER	58.00	426951	
HARBOR FREIGHT TOOLS	51.74	426961	
M&D SUPPLY	172.51	426974	
OFFICE DEPOT	65.16	426982	
UNITED STATES POSTAL SERVICE	629.47	427024	
DE LAGE LANDEN PUBLIC FINANCE	271.65	427076	
WESTERN MICROGRAPHICS & IMAGING	1,342.82	427083	
DISTRICT ATTORNEY			2,591.35*
JEFFERSON CTY. DISTRICT ATTORNEY	11,840.00	426967	
NELL MCCALLUM & ASSOC., INC.	329.48	426976	
OFFICE DEPOT	24.67	426982	
UNITED STATES POSTAL SERVICE	283.64	427024	
UNITED STATES POSTAL SERVICE	4.32	427025	
KIMBERLY R. BROUSSARD	790.08	427063	
DE LAGE LANDEN PUBLIC FINANCE	480.00	427076	
HEALTHPORT	171.62	427092	
HIGGINBOTHAM INSURANCE AGENCY INC	100.00	427104	
DISTRICT CLERK			14,023.81*
OFFICE DEPOT	136.33	426982	
TRI-CITY COFFEE SERVICE	196.05	427002	
CDW COMPUTER CENTERS, INC.	125.46	427016	
UNITED STATES POSTAL SERVICE	220.55	427024	
DE LAGE LANDEN PUBLIC FINANCE	70.00	427076	
ENGINEERING INNOVATION	135.11	427128	
CRIMINAL DISTRICT COURT			883.50*
DAVID W BARLOW	4,375.00	426933	
RICHARD D. HUGHES	800.00	426965	
MARSHA NORMAND	8,750.00	426980	
WENDELL RADFORD	800.00	426986	
UNITED STATES POSTAL SERVICE	.40	427024	
DE LAGE LANDEN PUBLIC FINANCE	441.64	427076	
58TH DISTRICT COURT			15,167.04*
UNITED STATES POSTAL SERVICE	25.86	427024	
DE LAGE LANDEN PUBLIC FINANCE	70.00	427076	
60TH DISTRICT COURT			95.86*
DE LAGE LANDEN PUBLIC FINANCE	70.00	427076	
136TH DISTRICT COURT			70.00*
UNITED STATES POSTAL SERVICE	.47	427024	
DE LAGE LANDEN PUBLIC FINANCE	70.00	427076	
172ND DISTRICT COURT			70.47*
CASH ADVANCE ACCOUNT	802.50	426968	
UNITED STATES POSTAL SERVICE	25.95	427024	
DE LAGE LANDEN PUBLIC FINANCE	70.00	427076	
252ND DISTRICT COURT			898.45*

NAME	AMOUNT	CHECK NO.	TOTAL
DAVID W BARLOW	4,375.00	426933	
LEAH HAYES	378.00	426963	
MIKE VAN ZANDT	8,750.00	427004	
UNITED STATES POSTAL SERVICE	112.95	427024	
ALLEN PARKER	8,750.00	427069	
DE LAGE LANDEN PUBLIC FINANCE	70.00	427076	
MELISSA NAIL	3,816.95	427121	
279TH DISTRICT COURT			26,252.90*
GAYLYN COOPER	325.00	426922	
DAVID GROVE	75.00	426925	
PHILLIP DOWDEN	75.00	426928	
ANITA F. PROVO	525.00	426985	
KEVIN PAULA SEKALY PC	325.00	426993	
UNITED STATES POSTAL SERVICE	2.13	427024	
JOLEI SHIPLEY	75.00	427043	
JOEL WEBB VAZQUEZ	225.00	427044	
TONYA CONNELL TOUPS	300.00	427060	
DE LAGE LANDEN PUBLIC FINANCE	70.00	427076	
C. HADEN CRIBBS JR., PC	325.00	427081	
WILLIAM FORD DISHMAN	75.00	427093	
THE DAWS LAW FIRM PLLC	75.00	427095	
MELANIE AIREY	75.00	427105	
LAW OFFICE OF J SCOTT FREDERICK	75.00	427106	
317TH DISTRICT COURT			2,622.13*
DE LAGE LANDEN PUBLIC FINANCE	70.00	427076	
JUSTICE COURT-PCT 1 PL 1			70.00*
UNITED STATES POSTAL SERVICE	42.86	427024	
DE LAGE LANDEN PUBLIC FINANCE	90.00	427076	
JUSTICE COURT-PCT 1 PL 2			132.86*
DE LAGE LANDEN PUBLIC FINANCE	70.00	427076	
JUSTICE COURT-PCT 4			70.00*
DE LAGE LANDEN PUBLIC FINANCE	90.00	427076	
JUSTICE COURT-PCT 6			90.00*
AMERICAN ASSOCIATION OF NOTARIES	24.90	426930	
UNITED STATES POSTAL SERVICE	50.98	427024	
DE LAGE LANDEN PUBLIC FINANCE	70.00	427076	
JUSTICE OF PEACE PCT. 8			145.88*
UNITED STATES POSTAL SERVICE	242.22	427025	
DE LAGE LANDEN PUBLIC FINANCE	70.00	427076	
COUNTY COURT AT LAW NO.1			312.22*
OFFICE DEPOT	112.22	426982	
UNITED STATES POSTAL SERVICE	.86	427024	
DE LAGE LANDEN PUBLIC FINANCE	245.92	427076	
COUNTY COURT AT LAW NO. 2			359.00*
JOHN D WEST	250.00	427019	
UNITED STATES POSTAL SERVICE	4.79	427024	
LANGSTON ADAMS	300.00	427035	
JOEL WEBB VAZQUEZ	250.00	427044	
DE LAGE LANDEN PUBLIC FINANCE	70.00	427076	
JARED GILTHORPE	500.00	427099	
AMY TOMLINSON	250.00	427111	
JANSON ELLIOTT BAILEY	250.00	427118	
COUNTY COURT AT LAW NO. 3			1,874.79*

NAME	AMOUNT	CHECK NO.	TOTAL
THOMAS J. BURBANK PC	400.00	426936	
EDWARD B. GRIPON, M.D., P.A.	595.00	426955	
OFFICE DEPOT	39.98	426982	
UNITED STATES POSTAL SERVICE	2.46	427024	
DE LAGE LANDEN PUBLIC FINANCE	70.00	427076	1,107.44*
COURT MASTER			
UNITED STATES POSTAL SERVICE	2.19	427024	
DE LAGE LANDEN PUBLIC FINANCE	70.00	427076	72.19*
MEDIATION CENTER			
SOUTHEAST TEXAS WATER	38.85	426997	
TRI-CITY COFFEE SERVICE	66.40	427002	
UNITED STATES POSTAL SERVICE	5.14	427024	
DE LAGE LANDEN PUBLIC FINANCE	70.00	427076	180.39*
COMMUNITY SUPERVISION			
DE LAGE LANDEN PUBLIC FINANCE	280.00	427076	280.00*
SHERIFF'S DEPARTMENT			
OFFICE DEPOT	318.68	426982	
AT&T	299.82	426999	
BROWNELLS, INC.	2,288.98	427009	
UNITED STATES POSTAL SERVICE	2,027.14	427024	
CHRISTUS HOSPITAL	1,025.00	427032	
DE LAGE LANDEN PUBLIC FINANCE	800.00	427076	
SAM'S CLUB DIRECT	97.92	427086	6,857.54*
CRIME LABORATORY			
FED EX	93.10	426954	
OFFICE DEPOT	346.63	426982	
SWAFS	5.00	426989	
SOUTHEAST TEXAS WATER	79.90	426997	
CHRIS FONTENOT	35.00	427055	
LIPOMED	38.00	427071	
DE LAGE LANDEN PUBLIC FINANCE	90.00	427076	
RDB SERVICES	500.00	427080	1,187.63*
JAIL - NO. 2			
MARK'S PLUMBING PARTS	41.02	426918	
HILO / O'REILLY AUTO PARTS	88.94	426920	
JOHNSTONE SUPPLY	2.96	426926	
BOB BARKER CO., INC.	350.88	426932	
CITY OF BEAUMONT - WATER DEPT.	4,318.49	426939	
CITY OF BEAUMONT - WATER DEPT.	81.37	426940	
FAST SIGNS, INC.	33.00	426953	
ENTERGY	36,490.42	426959	
HERNANDEZ OFFICE SUPPLY, INC.	1,584.19	426964	
KOMMERCIAL KITCHENS	78.00	426972	
M&D SUPPLY	3.95	426974	
MCNEILL INSURANCE AGENCY	213.00	426977	
RALPH'S INDUSTRIAL ELECTRONICS	85.38	426988	
SANITARY SUPPLY, INC.	4,196.82	426990	
SCOTT EQUIPMENT, INC.	24.29	426991	
SHERWIN-WILLIAMS	33.72	426995	
AT&T	957.74	426999	
WHOLESALE ELECTRIC SUPPLY CO.	36.00	427007	
COKER DOORS & MOLDING CO.	65.00	427013	
LOWE'S HOME CENTERS, INC.	125.10	427033	
ULTRA-CHEM, INC.	709.92	427037	
FIVE STAR CORRECTIONAL SERVICE	33,763.54	427070	
DE LAGE LANDEN PUBLIC FINANCE	1,280.00	427076	
MATERA PAPER COMPANY INC	5,433.76	427089	
KROPP HOLDINGS INC	310.74	427091	
24 HR SAFETY LLC	30.00	427098	
TEXAS PRISONER TRANSPORTATION SERVI	1,011.50	427119	
CHUSHON AIRCRAFT INC	1,240.00	427126	

NAME	AMOUNT	CHECK NO.	TOTAL	
IMPACT WASTE LLC	720.00	427127	93,309.73*	
JUVENILE PROBATION DEPT.				
EDWARD B. GRIPON, M.D., P.A.	1,175.00	426955	2,615.12*	
OFFICE DEPOT	81.37	426982		
UNITED STATES POSTAL SERVICE	20.04	427024		
SHANNA CITIZEN	115.56	427034		
LYNN BIERHALTER	108.00	427048		
SHARON STREETMAN	43.20	427050		
DE LAGE LANDEN PUBLIC FINANCE	140.00	427076		
JOSH CUYOS	189.54	427097		
SPOK INC	48.24	427100		
TANISHA GRIFFIN	310.77	427103		
CLINEECIA TROTTY	107.46	427108		
CHRISTAL CHANNELL	220.86	427110		
SUMMER KENNERSON	55.08	427124		
JUVENILE DETENTION HOME				
AAA LOCK & SAFE	75.00	426916		16,871.36*
CITY OF BEAUMONT - WATER DEPT.	805.49	426939		
ENTERGY	6,939.37	426959		
AT&T	687.75	426999		
OAK FARM DAIRY	350.34	427014		
FLOWERS FOODS	95.06	427041		
BEN E KEITH FOODS	2,503.56	427042		
FIRETROL PROTECTION SYSTEMS, INC.	4,685.00	427064		
KAREN ROBERTS	500.00	427065		
DE LAGE LANDEN PUBLIC FINANCE	229.79	427076		
CONSTABLE PCT 1				
KRISTY'S KORNER	21.90	426973	4,431.18*	
OFFICE DEPOT	306.59	426982		
TEXAS STATE UNIVERSITY SAN MARS	150.00	426998		
CDW COMPUTER CENTERS, INC.	3,516.33	427016		
UNITED STATES POSTAL SERVICE	113.23	427024		
DE LAGE LANDEN PUBLIC FINANCE	323.13	427076		
CONSTABLE-PCT 4				
DE LAGE LANDEN PUBLIC FINANCE	70.00	427076	70.00*	
CONSTABLE-PCT 6				
SANITARY SUPPLY, INC.	16.30	426990	3,679.05*	
CDW COMPUTER CENTERS, INC.	3,516.33	427016		
UNITED STATES POSTAL SERVICE	10.52	427024		
HEADSETS.COM, INC.	65.90	427026		
DE LAGE LANDEN PUBLIC FINANCE	70.00	427076		
CONSTABLE PCT. 8				
DE LAGE LANDEN PUBLIC FINANCE	322.93	427076	322.93*	
COUNTY MORGUE				
BJ TRANSPORT SERVICE, INC.	11,000.00	426931	72,200.00*	
FMMS HOLDINGS OF TEXAS LLC	61,200.00	427082		
AGRICULTURE EXTENSION SVC				
MERCY LAPOINTE	23.22	427068	367.40*	
DE LAGE LANDEN PUBLIC FINANCE	200.00	427076		
DAVID OATES	117.18	427117		
ALLEN HOMANN	27.00	427120		
HEALTH AND WELFARE NO. 1				
AMERICAN PUBLIC HEALTH ASSOCIATION	100.00	426927	1,500.00	
ENTERGY	152.68	426960		
MERCY FUNERAL HOME	1,500.00	426978		

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT	949.28	426982	
MCKESSON MEDICAL-SURGICAL INC	368.69	427017	
UNITED STATES POSTAL SERVICE	64.43	427024	
DE LAGE LANDEN PUBLIC FINANCE	372.43	427076	
SPOK INC	22.86	427100	
			3,530.37*
HEALTH AND WELFARE NO. 2			
AMERICAN PUBLIC HEALTH ASSOCIATION	100.00	426927	
VICKIE MCINTYRE	109.95	427010	
UNITED STATES POSTAL SERVICE	685.17	427025	
TERRI WATSON	87.90	427053	
DE LAGE LANDEN PUBLIC FINANCE	140.00	427076	
SPOK INC	7.70	427100	
			1,130.72*
NURSE PRACTITIONER			
DE LAGE LANDEN PUBLIC FINANCE	70.00	427076	
			70.00*
CHILD WELFARE UNIT			
J.C. PENNEY'S	347.27	427030	
			347.27*
ENVIRONMENTAL CONTROL			
AT&T	31.19	426999	
DE LAGE LANDEN PUBLIC FINANCE	323.13	427076	
			354.32*
INDIGENT MEDICAL SERVICES			
CARDINAL HEALTH 110 INC	34,235.45	427090	
			34,235.45*
MAINTENANCE-BEAUMONT			
CITY OF BEAUMONT - WATER DEPT.	255.63	426938	
COBURN'S, BEAUMONT BOWIE (1)	193.10	426944	
CONSOLIDATED ELECTRICAL DIST, INC.	549.85	426946	
ECOLAB	209.95	426950	
ENTERGY	5,391.31	426959	
HERNANDEZ OFFICE SUPPLY, INC.	834.00	426964	
M&D SUPPLY	89.78	426974	
RALPH'S INDUSTRIAL ELECTRONICS	162.50	426988	
SANITARY SUPPLY, INC.	301.56	426990	
ACE IMAGEWEAR	933.16	426994	
AT&T	367.80	426999	
CDW COMPUTER CENTERS, INC.	21.28	427016	
OTIS ELEVATOR COMPANY	2,756.00	427040	
CENTERPOINT ENERGY RESOURCES CORP	241.53	427046	
BELT SOURCE	112.94	427049	
DE LAGE LANDEN PUBLIC FINANCE	70.00	427076	
A1 FILTER SERVICE COMPANY	732.70	427079	
AT&T	4,512.81	427114	
			17,735.90*
MAINTENANCE-PORT ARTHUR			
GUARDIAN FORCE	407.04	426921	
COASTAL WELDING SUPPLY	2,247.94	426943	
ALL-PHASE ELECTRIC SUPPLY	171.40	426945	
AL COOK NURSERY	904.11	426947	
SOLAR	47.83	427028	
ATTABOY TERMITE & PEST CONTROL	99.99	427066	
DE LAGE LANDEN PUBLIC FINANCE	140.00	427076	
			4,018.31*
MAINTENANCE-MID COUNTY			
A&A EQUIPMENT	53.37	426917	
CITY OF NEDERLAND	57.89	426941	
RITTER @ HOME	9.98	426987	
SECURITY PEST MANAGEMENT	109.00	426992	
AT&T	695.73	426999	
W. JEFFERSON COUNTY M.W.D.	45.79	427005	
DE LAGE LANDEN PUBLIC FINANCE	70.00	427076	
			1,041.76*
SERVICE CENTER			

NAME	AMOUNT	CHECK NO.	TOTAL
SPIDLE & SPIDLE	10,105.76	426924	
BAXTER OIL SERVICE, INC.	85.00	426934	
INTERSTATE BATTERIES OF BEAUMONT/PA	680.70	426966	
KINSEL FORD, INC.	139.99	426970	
M&D SUPPLY	48.43	426974	
MUNRO'S	39.45	426979	
OFFICE DEPOT	126.47	426982	
PHILPOTT MOTORS, INC.	56.77	426983	
RITTER @ HOME	24.99	426987	
S.E. TEXAS AUTO EQUIPMENT	2,533.60	427012	
CDW COMPUTER CENTERS, INC.	1,173.69	427016	
JEFFERSON CTY. TAX OFFICE	7.50	427020	
JEFFERSON CTY. TAX OFFICE	16.75	427021	
BUMPER TO BUMPER	474.15	427045	
DE LAGE LANDEN PUBLIC FINANCE	70.00	427076	
MIGHTY OF SOUTHEAST TEXAS	70.36	427077	
VETERANS SERVICE			15,653.61*
UNITED STATES POSTAL SERVICE	15.52	427024	
UNITED STATES POSTAL SERVICE	5.51	427025	
HILARY GUEST	228.52	427038	
DE LAGE LANDEN PUBLIC FINANCE	240.00	427076	
			489.55*
			439,728.01**
MOSQUITO CONTROL FUND			
CITY OF NEDERLAND	45.89	426941	
CLARKE MOSQUITO CONTROL	217,800.00	426942	
GREG MARCINIAK	723.35	426975	
MUNRO'S	82.20	426979	
PHILPOTT MOTORS, INC.	3,482.11	426983	
AT&T	31.19	426999	
VACUUM CITY	81.50	427054	
DE LAGE LANDEN PUBLIC FINANCE	70.00	427076	
			222,316.24**
FAMILY GROUP CONFERENCING			
DE LAGE LANDEN PUBLIC FINANCE	70.00	427076	
			70.00**
J.C. FAMILY TREATMENT			
PATRICIA VELASCO	1,400.00	427113	
			1,400.00**
SECURITY FEE FUND			
OFFICE DEPOT	52.08	426982	
			52.08**
LAW LIBRARY FUND			
DE LAGE LANDEN PUBLIC FINANCE	70.00	427076	
			70.00**
GRANT A STATE AID			
GULF COAST TRADES CENTER	3,090.90	426957	
HAYS COUNTY	23,460.00	427008	
VICTORIA COUNTY JUVENILE SERVICES	5,337.28	427061	
CORNELL CORRECTIONS OF TEXAS	4,869.00	427096	
SPOK INC	19.76	427100	
G4S YOUTH SERVICES LLC	13,950.00	427101	
GRAYSON COUNTY DEPT OF JUVENILE	11,104.00	427102	
			61,830.94**
COMMUNITY SUPERVISION FND			
TIME WARNER COMMUNICATIONS	84.60	427001	
UNITED STATES POSTAL SERVICE	92.58	427024	
UNITED STATES POSTAL SERVICE	483.73	427025	
			660.91**
JEFF. CO. WOMEN'S CENTER			
CITY OF BEAUMONT - WATER DEPT.	640.17	426938	
DE LAGE LANDEN PUBLIC FINANCE	140.00	427076	
SPOK INC	16.41	427100	
			796.58**
COMMUNITY CORRECTIONS PRG			

NAME	AMOUNT	CHECK NO.	TOTAL
DE LAGE LANDEN PUBLIC FINANCE	90.00	427076	90.00**
DRUG DIVERSION PROGRAM			
DE LAGE LANDEN PUBLIC FINANCE	80.00	427076	80.00**
COUNTY CLERK - RECORD MGT			
MANATRON	11,043.64	427059	11,043.64**
COUNTY RECORDS MANAGEMENT			
CDW COMPUTER CENTERS, INC.	17,695.64	427016	17,695.64**
FORENSIC SCIENCE FED GRT			
FED EX	104.73	426954	
SORENSEN FORENSIC	27,540.00	427087	27,644.73**
HOTEL OCCUPANCY TAX FUND			
CITY OF BEAUMONT - WATER DEPT.	264.75	426938	
MUNRO'S	19.25	426979	
TRI-CITY COFFEE SERVICE	66.15	427002	
SOUTHEAST TEXAS BASEBALL/ACADEMY	20,100.00	427031	
STARS OVER TEXAS SOFTBALL	2,150.00	427056	
STARS OVER TEXAS SOFTBALL	2,600.00	427057	
STARS OVER TEXAS SOFTBALL	1,800.00	427058	
DE LAGE LANDEN PUBLIC FINANCE	315.00	427076	
SOUTHERN BLACK SOFTBALL ASSOC	5,000.00	427122	
SOUTHERN BLACK SOFTBALL ASSOC	5,000.00	427123	
THE EDISON MUSEUM	300.00	427129	37,615.15**
DISTRICT CLK RECORDS MGMT			
DE LAGE LANDEN PUBLIC FINANCE	140.00	427076	140.00**
COUNTY CLERK ELECTION CON			
WESTERN MICROGRAPHICS & IMAGING	9,453.18	427083	9,453.18**
1957 ROAD BOND FUND			
LJA ENGINEERING INC	2,325.00	427085	2,325.00**
AIRPORT FUND			
CITY OF NEDERLAND	416.58	426941	
UNITED STATES POSTAL SERVICE	4.79	427024	
DE LAGE LANDEN PUBLIC FINANCE	140.00	427076	561.37**
SE TX EMP. BENEFIT POOL			
CHLIC-CHICAGO	63,905.80	427067	63,905.80**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	7,021.87	427047	7,021.87**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	14,810.00	426887	
CLEAT	324.00	426888	
JEFFERSON CTY. TREASURER	17,677.89	426889	
RON STADTMUELLER - CHAPTER 13	530.00	426890	
INTERNAL REVENUE SERVICE	475.00	426891	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	5,000.00	426892	
JEFFERSON CTY. COMMUNITY SUP.	10,043.20	426893	
JEFFERSON CTY. TREASURER - HEALTH	458,563.27	426894	
JEFFERSON CTY. TREASURER - GENERAL	55.00	426895	
JEFFERSON CTY. TREASURER - PAYROLL	1,648,647.64	426896	
JEFFERSON CTY. TREASURER - PAYROLL	645,363.33	426897	
MONY/MLOA	173.63	426898	

NAME	AMOUNT	CHECK NO.	TOTAL
POLICE & FIRE FIGHTERS' ASSOCIATION	3,010.93	426899	
TGSLC	342.91	426900	
UNITED WAY OF BEAUMONT& N JEFFERSON	54.31	426901	
JEFFERSON CTY. TREASURER - TCDRS	624,243.65	426902	
OPPENHEIMER FUNDS DISTRIBUTOR, INC	1,696.65	426903	
JEFFERSON COUNTY TREASURER	2,635.47	426904	
JEFFERSON COUNTY - TREASURER -	6,458.00	426905	
NECHES FEDERAL CREDIT UNION	56,783.67	426906	
JEFFERSON COUNTY - NATIONWIDE	56,877.50	426907	
TENNESSEE CHILD SUPPORT	115.38	426908	
SBA - U S DEPARTMENT OF TREASURY	168.49	426909	
CALIFORNIA STATE DISBURSEMENT UNIT	155.53	426910	
WILLIAM E HEITKAMP	755.01	426911	
JOHN TALTON	2,160.77	426912	
IL DEPT OF HEALTHCARD AND FAMILY SER	49.85	426913	
BELINDA M ZURITA	230.77	426914	
UNITED STATES TREASURY	2,446.30	426915	
			3,559,848.15**
MARINE DIVISION			
OFFICE DEPOT	112.17	426982	
RITTER @ HOME	62.32	426987	
SIERRA SPRING WATER CO. - BT	99.89	427027	
			274.38**
GLO IKE ROUND 2			
APOLLO ENVIRONMENTAL STRATEGIES INC	157,980.45	426923	
			157,980.45**
			4,637,601.39***

**AGENDA ITEM****November 7, 2016**

Consider, possibly approve, and authorize the County Judge to execute an Order approving Tax Exempt Bond Financing to be undertaken by Oglesby Cultural Facilities Corporation for the benefit of Goodwill Industries of Southeast Texas pursuant to Article 1528m, Tex. Rev. Civ. Stat. and Section 221.030, Texas Health and Safety Code. (These bonds will never constitute and indebtedness or pledge of the County.)

CERTIFICATE FOR ORDER

THE STATE OF TEXAS §
COUNTY OF JEFFERSON §

I, the undersigned County Clerk of JEFFERSON COUNTY, TEXAS (the "County"), hereby certify as follows:

1. The Commissioners Court (the "Commissioners Court") of the County convened in REGULAR MEETING ON THE 7th DAY OF NOVEMBER, 2016, at its regular meeting place in the Jefferson County Courthouse (the "Meeting"), and the roll was called of the duly constituted officers and members of the Commissioners Court.

All members of the Commissioners Court were present, except the following: Commissioner Michael Sinegal, thus constituting a quorum, whereupon among other business, the following was transacted at the Meeting, a written:

**ORDER OF THE COMMISSIONERS COURT OF JEFFERSON COUNTY,
 TEXAS APPROVING A TAX EXEMPT BOND FINANCING TO BE
 UNDERTAKEN BY OGLESBY CULTURAL FACILITIES CORPORATION
 FOR THE BENEFIT OF GOODWILL INDUSTRIES OF SOUTHEAST TEXAS**

(the "Order") was duly introduced for the consideration of the Commissioners Court. It was then duly moved and seconded that the Order be adopted; and, after due discussion, such motion, carrying with it the adoption of the Order prevailed and carried by the following votes:

AYES: 4 NOES: 0 ABSTENTIONS: 0

2. A true, full, and correct copy of the Order adopted at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; the Order has been recorded in the Commissioners Court's minutes of the Meeting pertaining to the adoption of the Order; the members of the Commissioners Court were duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the Meeting, and that the Order would be introduced and considered for adoption at the Meeting; and the Meeting was open to the public, and public notice was given, all as required by Chapter 551, *Texas Government Code*.

SIGNED AND SEALED THIS 7th DAY OF NOVEMBER, 2016.



County Clerk, Jefferson County, Texas

**ORDER OF THE COMMISSIONERS COURT OF JEFFERSON COUNTY,
TEXAS APPROVING A TAX EXEMPT BOND FINANCING TO BE
UNDERTAKEN BY OGLESBY CULTURAL FACILITIES CORPORATION
FOR THE BENEFIT OF GOODWILL INDUSTRIES OF SOUTHEAST TEXAS**

WHEREAS, Goodwill Industries of Southeast Texas (“Goodwill”) is a Texas nonprofit corporation which desires to finance or refinance the following:

(i) Refinancing a loan used to purchase and remodel a Goodwill facility located at 1180 S. 11th Street, Beaumont, Texas, which is now being used by Goodwill as a retail store, warehouse, and job training facility;

(ii) Financing and/or refinancing the purchase of land located at 6180 Delaware Street, Beaumont, Texas, and construction and equipping of a new Goodwill retail store and donation center at such site;

(iii) Refinancing a loan used to finance property located at 3445 Phelan Boulevard, Beaumont, Texas, which is used by Goodwill as its corporate headquarters;

(iv) Refinancing the purchase of the site and an existing building, and the cost of rehabilitation and remodeling of a Goodwill donation center, located at 4715 Calder Avenue, Beaumont, Texas (with all such facilities being the “Project”); and

WHEREAS, the sole owner, user and manager of the Project will be Goodwill Industries of Southeast Texas, a Texas nonprofit corporation.

WHEREAS, Goodwill has requested the assistance of the Oglesby Cultural Facilities Corporation (the “Issuer”) in financing the Project; and

WHEREAS, Goodwill has requested the Issuer to issue its Oglesby Cultural Facilities Corporation Cultural Facilities Revenue Bonds (Goodwill Industries of Southeast Texas Project) Series 2016 (the “Bonds”), in an aggregate principal amount not to exceed \$5,500,000, to finance the Project; and

WHEREAS, pursuant to Section 147(f) of the Internal Revenue Code of 1986 (the “Code”), the issuance of the Bonds requires approval, following a public hearing, by Jefferson County, Texas (the “County”), being a governmental unit having jurisdiction over the area in which the Project is located; and

WHEREAS, a notice of a public hearing with respect to the proposed issuance of the Bonds, which notice contained a general description of the Project, has been published in a newspaper of general circulation in the County; and

WHEREAS, Mr. Randy Jones, designated hearing officer of the Issuer has conducted the public hearing, at which time an opportunity was provided to present arguments both for and against the issuance of the Bonds and the nature and location of the Project to be financed or refinanced; and

WHEREAS, under the provisions of Texas state law (Article 1528m, Tex. Rev. Civ. Stat., and Section 221.030 of the *Texas Health and Safety Code*) the County is further required to consent to the Corporation's use of its powers to issue the Bonds and finance the Project located within the boundaries of the County; and

WHEREAS, the Commissioners Court of Jefferson County now desires to approve the financing, the issuance of the Bonds, and the Project, but solely to satisfy the requirements of the laws referred to herein;

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, AS FOLLOWS:

Section 1. The Commissioners Court of Jefferson County hereby approves the Issuer's use of its powers in the County, the financing described above, the issuance of the Bonds by the Issuer in an amount not to exceed \$5,500,000, and the Project. It is the intent of the Commissioners Court of Jefferson County that this Order constitute approval of the financing and the issuance of the Bonds, and the Project, but solely to comply with (i) the requirements of Section 147(f) of the Code, and (ii) the requirements of Article 1528m, Tex. Rev. Stat. and Section 221.030 of the *Texas Health and Safety Code*. The Bonds shall be issued to finance or refinance the Project, and the sole user of the Project shall be Goodwill Industries of Southeast Texas

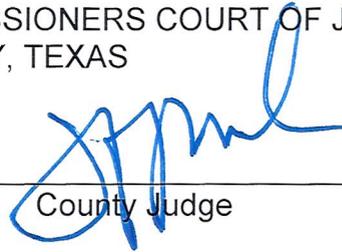
Section 2. The County Judge, the County Clerk, and the County Commissioners are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they deem necessary or advisable in Order to carry out, give effect to and comply with the terms and intent of this Order and the financing transaction approved hereby.

Section 3. NOTHING IN THIS ORDER SHALL BE CONSTRUED TO CREATE ANY OBLIGATION OF THE COUNTY WITH RESPECT TO THE REPAYMENT OF THE BONDS OR WITH REGARD TO THE CONSTRUCTION OWNERSHIP OR OPERATION OF THE PROJECT. THE BONDS SHALL NEVER CONSTITUTE AN INDEBTEDNESS OR PLEDGE OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION, AND THE OWNERS OF THE BONDS SHALL NEVER BE PAID IN WHOLE OR IN PART OUT OF ANY FUNDS RAISED OR TO BE RAISED BY TAXATION OR ANY OTHER REVENUES OF THE COUNTY.

Section 4. This Order shall take effect immediately upon its passage.

PASSED AND ADOPTED on November 7th, 2016.

COMMISSIONERS COURT OF JEFFERSON
COUNTY, TEXAS



County Judge

ATTEST:



County Clerk

**AGENDA ITEM****November 7, 2016**

Consider and possibly approve the re-appointment of Commissioner Joel Levingston, Jr. to the Board of Commissioners for Jefferson County Drainage District No. 3. (This is the appointment of Commissioner Sinegal.)



DRAINAGE DISTRICT NO. 3
JEFFERSON COUNTY, TEXAS

P.O. Box 120
Hamshire, TX 77622

Phone: (409) 243-3495
Fax: (409) 243-3158

October 26, 2016

Commissioners Court
Jefferson County, Texas
1149 Pearl Street
Beaumont, TX 77701

Dear Commissioners,

The interim term for Commissioner Joel Levingston, Jr., to our Board of Commissioners for Jefferson County Drainage District No. 3, is now due for renewal. We would like to request Commissioner Levingston's appointment to our Board be placed on the agenda for your upcoming Commissioner's Court session, Monday, November 7, 2016.

Your consideration and approval of this appointment would be greatly appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read "LeRoy McCall, Jr.", written in a cursive style.

LeRoy McCall, Jr.
Chairman

Cc: Commissioner Michael Sinegal
Precinct No. 3



8350 EASTEX FREEWAY, BEAUMONT, TEXAS 77708-1701 | 409.892.7311 | WWW.TXDOT.GOV

October 19, 2016

The Honorable Jeff Branick
 Judge of Jefferson County
 1149 Pearl Street
 Beaumont, Texas 77701

SENT VIA EMAIL

RE: Donation of Materials to Jefferson County

Dear Judge Branick:

The Texas Department of Transportation (TxDOT), Beaumont District, is authorized to provide material to counties through the Local Government Assistance Program (**TAC Title 43, Part 1, Chapter 29, Subchapter A, Rule §29.3, Rider 19**). As part of this program, TxDOT has agreed to donate five thousand (5,000) cubic yards of Embankment Type B material, valued at \$1 per cubic yard, to Jefferson County. This material was generated from the IH10 @ Major Drive overpass project and is stockpiled at IH10 @ Major Drive, north side.

The County shall be responsible for all labor and equipment to remove the material and shall restore the right of way to TxDOT's satisfaction upon completion of removal. Removal of the material shall be completed within ninety (90) days from the date of this letter, unless approved otherwise in writing by the Beaumont Area Engineer. If the County agrees to the terms described herein, then the County may contact Beaumont Area Engineer Kenneth Wiemers at (409) 924-6523 to make arrangements to haul the material. Additionally, the County should provide haul tickets detailing the number of cubic yards received for each load. The tickets can be emailed, mailed or delivered to Mr. Wiemers' attention at 8450 Eastex Freeway, Beaumont, Texas 77708.

If modification to the agreement or additional information is needed, please feel free to contact me at (409) 898-5764 or Debbie Hallam at (409) 898-5855.

Sincerely,

Jesse L. Fleming, Jr., P.E.
 Director of Maintenance
 Beaumont District

cc: Kenneth Wiemers, P.E., Beaumont Area Engineer
 Todd Dinger, Beaumont Maintenance Supervisor
 Steve Stafford, Jefferson County

OUR VALUES: People • Accountability • Trust • Honesty

OUR MISSION: Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.

An Equal Opportunity Employer

Ron Westphal

From: Ron Westphal <ronaldw@co.jefferson.tx.us>
Sent: Tuesday, November 01, 2016 8:49 AM
To: 'Commissioner Brent Weaver - Precinct No. 2'; 'Commissioner Eddie Arnold - Precinct No. 1'; 'Commissioner Everette Alfred - Precinct No. 4'; 'Commissioner Michael Sinegal - Precinct No. 3'; 'County Judge Jeff Branick'; Jody Jannise, Prct 1 Foreman; Kenneth Minkins; 'Mark Redwine, Prct 3 Foreman'; 'Mike Trahan, Prct 2 Foreman'; Rhonda Conlin, Environmental Control; Shedrick Evans, Prct 4 Executive Asst
Subject: Major Drive Extension & LNVA Abandonment
Attachments: 2016 11 01 - LNVA Abandonment of Knobloch Lateral.pdf

Gentlemen,

I have the following item for the November 7th 2016 Agenda.

The LNVA has elected to abandon the Knobloch Lateral, a portion of this lateral crosses our Major Drive Extension project. This clears up any issues with another entity's ROW crossing our own ROW. Since the LNVA does not file their actions in the Clerk's office we need to Received and Filed so that it becomes public record.

If you have any questions please call Don or myself.

Ron

Ronald Westphal
Jefferson County Engineering
1149 Pearl 5th Floor
Beaumont, TX 77701
Offc. 409 835-8584
Fax. 409 835-8718
email: ronaldw@co.jefferson.tx.us



LOWER NECHES VALLEY AUTHORITY
MUNICIPAL • INDUSTRIAL • AGRICULTURAL WATER

10/31/2016

Don Rao
Director, Jefferson County Engineering Dept.
1149 Pearl St. 5th Floor
Beaumont, Texas 77701
(409)835-8584

Mr. Rao:

Per our phone conversation, this letter is to clarify the LNVA's abandonment of the Knobloch Lateral. At the Board of Director's meeting on June 16, 2015, an agenda item was considered and approved to abandon the LNVA's easement rights to the Knobloch Lateral due to non-use. I have included with this letter the agenda item, a map of the abandoned lateral, and the portion of the minutes from the Board of Director's meeting containing the approval of the abandonment. If there is anything else I can help you with do not hesitate to contact me directly.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin Gomez", written over a light blue horizontal line.

Kevin Gomez
Real Estate Manager
Lower Neches Valley Authority

Office Location 7850 Eastex Freeway, Beaumont, Texas 77708-2815 • (409) 892-4011
Mailing Address P.O. Box 5117, Beaumont, Texas 77726-5117 • FAX (409) 898-2468
Internet Address • <http://www.lnva.dst.tx.us>

LOWER NECHES VALLEY AUTHORITY
Agenda Item

Meeting Date	June 16, 2015
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Agenda Preface:

Consider and act upon authorizing the General Manager to execute a letter agreement to abandon the Knobloch Lateral right of way.

Background:

The Knobloch Lateral has been an irrigation lateral previously used for rice irrigation purposes; however, this lateral has not been used for a number of years, while the Authority has continued to maintain the lateral. The landowner and Jefferson County have approached the Authority on this issue. The abandonment of the Knobloch Lateral would benefit Jefferson County for its Major Drive Extension Project, and the landowner would want to fill in the remainder of the lateral on the property. Staff recommends authorizing the General Manager to execute a letter agreement to abandon the Knobloch Lateral right of way.

Legal Description:

An easement 50 feet in width and lying 25 feet on either side of the centerline of the LNVA canal known as the Knobloch Lateral, located and running over and across a part of the S. Corazine Survey, A-14, Jefferson County, Texas, and the S. Stivers Survey, A-51, Jefferson County, Texas, said centerline being more particularly described as follows to wit:

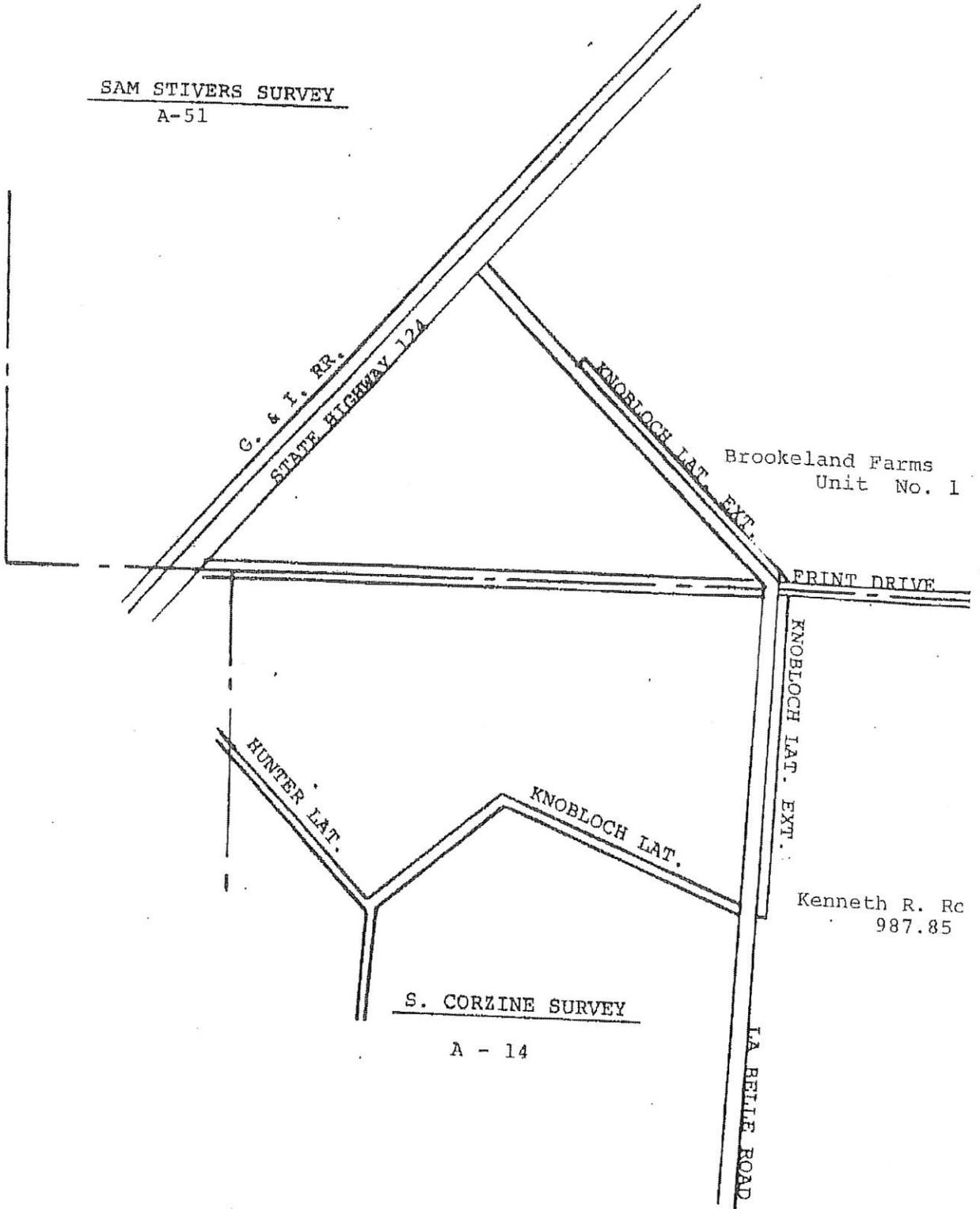
Beginning at a point on the East right of way line of the Hunter Lateral, at LNVA Station Number 209+29, as shown by the books or maps maintained in the office of the LNVA, to which books or maps reference is here made, thence 1420' feet in a Northeasterly direction with the meanderings of said centerline to a point; thence 2065' feet in a Southeasterly direction to a point located in the East right of way line of Labelle Road; thence 92' feet across said Labelle Road to a point; thence North 2295' feet to a point in the centerline of Frint Road, which is also the South boundary of the S. Stivers Survey, A-51, thence Northwest 2363' feet to the terminus of the lateral; containing 9.45 acres, more or less.

Note: The portion of the Knobloch Lateral beginning approximately 775' feet South of Frint Road, and continuing to the terminus of the lateral no longer exists although the LNVA claims right of way.

VOL. 439 PAGE 128



SAM STIVERS SURVEY
A-51



Brookeland Farms
Unit No. 1

ERINT DRIVE

KNOBLOCH LAT. EXT.

Kenneth R. Rc
987.85

S. CORZINE SURVEY

A - 14

LA BELLE ROAD

G. & I. RR.
STATE HIGHWAY 12A

KNOBLOCH LAT. EXT.

HUNTER LAT.

KNOBLOCH LAT.

After Ms. Conway's report, and upon motion made by Director Caleb Spurlock, which was seconded by Director Steve McReynolds, and with the unanimous vote of all the Board members present, the Board approved the Financial Reports including the balance sheet, income statement and supplemental information for the month ending May 31, 2015, as presented, which is attached as *Exhibit B*.

Agenda Item (4) – Consider Authorizing General Manager to Execute a Letter Agreement to Abandon the Knobloch Lateral Right-of-Way

The General Manager then explained that he had been approached by the County to abandon the Knobloch Lateral which is no longer used for irrigation purposes, that is a landowner in Jefferson County. The abandonment of this lateral would benefit Jefferson County for its Major Drive extension project and the landowner would want to fill in the remainder of the lateral on his property.

Mr. Kevin Gomez indicated that it had been some time since this lateral had been used for any purpose and that it was just costing the LNVA money to keep it mowed and repaired. The LNVA does not have a fee interest in that land on the lateral, only a right-of-way.

Subject to verification of the various landowners that they have no use for the lateral, on motion made by Director Olan Webb, seconded by Director Jimmie Cooley, and the unanimous vote of all Board members present, the General Manager was authorized to execute the appropriate documents to abandon the Knobloch Lateral right-of-way.

Agenda Item (5) – Consider a Resolution Authorizing the General Manager to Submit a Grant Application to the Texas Water Development Board

The Board was asked to consider and act upon a Resolution authorizing the General Manager to submit a grant application to the Texas Water Development Board for a project funded through the Agricultural Water Conservation Fund. Mr. Heath Thompson explained that they had received the request for grant application and we had obtained such a grant in the past for water conversation monitoring, that is for the purchase of water meters. The LNVA would request \$50,000.00, the

Special, November 07, 2016

There being no further business to come before the Court at this time,
same is now here adjourned on this date, November 07, 2016