

**SPECIAL, 7/7/2020 10:30:00 AM**

BE IT REMEMBERED that on July 07, 2020, 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

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

Honorable Zena Stephens, Sheriff (ABSENT)

CHIEF PORTER

Honorable Carolyn L. Guidry , County Clerk

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

*Notice of Meeting and Agenda and Minutes*  
*July 07, 2020*

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  
 July 07, 2020**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **07th** day of **July 2020** 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:

10:00 a.m.- Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.071 to consult with our attorney regarding pending and contemplated litigation.

Jefferson County has taken steps to minimize the exposure of COVID-19 by implementing the following steps to allow the public to view the Commissioner's Court meeting. The following options are available: View live with audio from the County Webpage: [https://co.jefferson.tx.us/comm\\_crt/commmlink.htm](https://co.jefferson.tx.us/comm_crt/commmlink.htm) Listen to audio by calling 571-748-4021 PIN # 623-6974#. The court will also have a question and answer session at the end of the meeting. If you would like to ask any questions of the Court, please be on the phone call. The Court will give a question and answer session at the end of the meeting as time allows. You will be called upon by your last 4 digits of your phone number. If you do not have any questions, you can pass. Please be mindful that the audio portion of this meeting will be of better quality from the website.

**INVOCATION: Eddie Arnold, Commissioner, Precinct One**

*Notice of Meeting and Agenda and Minutes*  
*July 07, 2020*

**PLEDGE OF ALLEGIANCE: Brent A. Weaver, Commissioner, Precinct Two**

## **PURCHASING:**

1. Consider and approve, execute, receive and file a Professional Services Agreement (PROF 20-028/YS) with Architectural Alliance, INC. for Jefferson County Subcourthouse Hurricane Harvey Storm Repairs Building #181 in accordance with (RFQ 17-046/YS), Professional Engineering and Architectural Design Services for Jefferson County in response to Hurricane Harvey, pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.317-326.

**SEE ATTACHMENTS ON PAGES 8 - 30**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

2. Consider and approve, execute, receive and file a Job Order Contract (JOC 20-029/JW) with SeTex Facilities & Maintenance for the construction of a 'Shooter Building' for the Jefferson County Regional Crime Lab, in the amount of \$19,804.59. This is in accordance with Choice Partners JOC Texas Contract 15/041 JN-11-2015.

**SEE ATTACHMENTS ON PAGES 31 - 36**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

3. Discuss and possibly approve the County Purchasing Agent to enter into contract negotiations for (RFP 20-015/JW) Grant Administration and Management Services for Community Development Block Grant-Mitigation (CDBG-MIT) for Jefferson County.

**Motion by: Commissioner Weaver**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**



*Notice of Meeting and Agenda and Minutes*  
*July 07, 2020*

4. Consider and possibly approve the termination of the contract with Action Civil Engineers, PLLC. for (RFQ 16-036/JW) Engineering Services for Community Development Block Grant Program-Phase VI.

**Motion by: Commissioner Weaver**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

**COUNTY AUDITOR:**

5. Consider and approve budget transfer – Law Officer Training – add-on to parking lot for range.

249-3015-421-6014	BUILDINGS AND STRUCTURES	\$6,000.00	
249-3015-421-3002	AMMUNITION		\$6,000.00

**SEE ATTACHMENTS ON PAGES 37 - 37**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

6. Consider and approve total electronic disbursement for \$4,130,000.00 to The Bank of New York Mellon for principal and interest payments for the Refunding Bond Series 2012.

**SEE ATTACHMENTS ON PAGES 38 - 38**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

7. Consider and approve total electronic disbursement for \$785,983.01 to BOK Financial for principal and interest payments for the Certificates of Obligation Bond Series 2019.

**SEE ATTACHMENTS ON PAGES 39 - 39**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

*Notice of Meeting and Agenda and Minutes*  
*July 07, 2020*

8. Consider and approve electronic disbursement for \$1,847.34 to Texas Department of Criminal Justice for July insurance reimbursement.

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

9. Consider and approve accepting grant award from High Intensity Drug Trafficking Area (HIDTA) program for 50,000, award number G20HN0029A, and no match required. Grant will aid in the investigation and prosecution of drug offenses in our region.

**SEE ATTACHMENTS ON PAGES 40 - 50**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

10. Regular County Bills – check #473104 through checks #473309.

**SEE ATTACHMENTS ON PAGES 51 - 60**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

## **COUNTY COMMISSIONERS:**

11. Consider, possibly approve and authorize the County Judge to extend the Declaration of Local Disaster dated 03-13-2020, Pursuant to Section 418.108 (b) of the Texas Government Code.

**SEE ATTACHMENTS ON PAGES 61 - 61**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

## **ADDENDUMS**

*Notice of Meeting and Agenda and Minutes*  
*July 07, 2020*

12. 10:00 A.M. - Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.071 to consult with our attorney regarding pending and contemplated litigation.

**Motion by: Commissioner Weaver**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

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**Jeff R. Branick**  
**County Judge**

# **AIA**<sup>®</sup> Document B101<sup>™</sup> – 2017

## **Standard Form of Agreement Between Owner and Architect**

**AGREEMENT** made as of the Twenty Fourth day of June in the year Two Thousand  
 Twenty  
*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:  
*(Name, legal status, address and other information)*

Jefferson County  
 709 Lakeshore Dr.  
 Port Arthur, Texas 77642

and the Architect:  
*(Name, legal status, address and other information)*

J. Rob Clark, AIA  
 Architectural Alliance, Inc.  
 350 Pine Street, Suite 720  
 Beaumont, TX 77701

for the following Project:  
*(Name, location and detailed description)*

Jefferson County Sub-Courthouse Port Arthur  
 Hurricane Storm Repairs  
 709 Lakeshore Dr.  
 Port Arthur, TX 77642

The Owner and Architect agree as follows.

**ADDITIONS AND DELETIONS:**  
 The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

## TABLE OF ARTICLES

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### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

See attached Exhibit "A" PW 6698 Project 33738 scope outline.

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

Multi-Story Building Complex  
1228 15<sup>th</sup> Street, Port Arthur, TX 77640

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

Budget to be determined from FEMA documents

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Init.

/



Architect to receive scanned background drawings of existing building for use in preparing construction documents. After receipt of drawing scans, architects will prepare digital floor plan for each floor to be renovated and schedule another meeting with Mark Bernard, Maintenance Superintendent, to outline and identify the scope of work. Architect may suggest balancing the budgeted funds with alternative methods while completing all repairs scheduled. Documents, outlining the scope and preparing of construction documents approximate 40 days from receipt of signed agreement and scanned drawings of the building. The Owner should permit three weeks for contractors to review the construction documents and submit bids for the reconstruction. Upon approval of a select contractor by Jefferson County, Architect will prepare an AIA Owner-Contractor Agreement for services for review and approval by the Owner.

**.2 Construction commencement date:**

Upon approval of the AIA Owner-Contractor Agreement and signature by the Owner, the Owner will authorize start of construction. As the building will be continuously occupied during the course of the renovation, the number of days for completion will be a negotiated time based on the Owner's approved schedule for access to various areas of renovation.

**.3 Substantial Completion date or dates:**

A date for substantial completion cannot be determined until bidding of the construction documents and negotiation of contractor access to the various building areas..

**.4 Other milestone dates:**

Final occupancy date cannot be determined until bidding of the construction documents and negotiation of contractor access to the various building areas.

**§ 1.1.5** The Owner intends the following procurement and delivery method for the Project:  
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Stipulated sum AIA Owner-Contractor Agreement

**§ 1.1.6** The Owner's anticipated Sustainable Objective for the Project:  
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

All work to comply with the International Building Code and the National Energy Design Code with a focus on use of sustainable products where feasible with the project's restricted budget.

(Paragraph deleted)

**§ 1.1.7** The Owner identifies the following representative in accordance with Section 5.3:  
(List name, address, and other contact information.)

Mark Bernard  
Maintenance Superintendent  
709 Lakeshore Drive  
Port Arthur, TX 77640  
(409) 983-8307  
Mbernardeco.jefferson.tx.us

**§ 1.1.8** The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:  
(List name, address, and other contact information.)

To be determined.

§ 1.1.9 The Owner shall retain the following consultants and contractors:  
(List name, legal status, address, and other contact information.)

.1  
(Paragraphs deleted)  
Abatement Contractor as required upon discovery

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:  
(List name, address, and other contact information.)

J. Rob Clark, AIA  
350 Pine Street, Suite 720  
Beaumont, TX 77701

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:  
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:  
(Paragraphs deleted)  
None

§ 1.1.11.2 Consultants retained under Supplemental Services:

None

§ 1.1.12 Other Initial Information on which the Agreement is based:

None

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation upon mutual agreement of Owner and Architect. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

Init.



§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than (\$ 1,000,000 ) for each occurrence and (\$ 2,000,000 ) in the aggregate for bodily injury and property damage as defined by the CGL policy provided to the Owner

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy as follows:

Worker's Compensation: All liability arising out of Architect's employment of workers and anyone for whom Architect shall be liable for Worker's Compensation Claims. Worker's Compensation is required and no "alternative" form of insurance shall be permitted.

Professional Liability for both Architect and Consultants:

\$1,000,000.00 per claim and  
\$2,000,000.00 in the aggregate.

Commercial General Liability:  
\$1,000,000.00 each occurrence  
\$2,000,000.00 general aggregate  
\$1,000,000.00 personal and advertising injury (each person)

\$1,000,000.00 automobile liability

\$3,000,000.00 excess umbrella liability



§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than as established by the State of Texas for public funded projects.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.



§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### § 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

### § 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.



§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms. The Architect will coordinate all design decisions with the City of Beaumont who is the recognized Owner of this building and will consult with City of Beaumont Facility Maintenance staff in preparation of construction documents. Architect will assist the Owner in presentation of the design of this project to the City Council of the City of Beaumont as might be requested by the Owner.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

### § 3.5 Procurement Phase Services

#### § 3.5.1 General

The Architect shall assist the Owner in issuance of project for bidding in compliance with Texas Procurement Requirements.

*(Paragraphs deleted)*

#### § 3.5.3 Negotiated Proposals Not To Exceed

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.
- .5 document maximum cost as determined by the contractor's proposal based on architect's construction documents.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

### § 3.6 Construction Phase Services

#### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The Owner shall review all contracts.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge



of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. The Owner shall review all contracts.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

### § 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### § 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment,



or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

#### § 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

#### § 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

#### § 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,



- 4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

#### ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

##### § 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Owner/Architect
§ 4.1.1.2 Multiple preliminary designs	Owner/Architect
§ 4.1.1.3 Measured drawings	Architect as might be required for scope of work
§ 4.1.1.4 Existing facilities surveys	Owner provides drawings
§ 4.1.1.5 Site evaluation and planning	Architect for required applicable scope
§ 4.1.1.6 Building Information Model management responsibilities	NOT APPLICABLE
§ 4.1.1.7 Development of Building Information Models for post construction use	NOT APPLICABLE
§ 4.1.1.8 Civil engineering	NOT APPLICABLE
§ 4.1.1.9 Landscape design	NOT APPLICABLE
§ 4.1.1.10 Architectural interior design	Architect/Interior Assistance as Requested
§ 4.1.1.11 Value analysis	Owner/Architect/Contractor
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	NOT APPLICABLE
§ 4.1.1.13 On-site project representation	NOT APPLICABLE
§ 4.1.1.14 Conformed documents for construction	NOT APPLICABLE

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	Contractor
§ 4.1.1.17 Post-occupancy evaluation	End of Year Warranty Inspection
§ 4.1.1.18 Facility support services	NOT APPLICABLE
§ 4.1.1.19 Tenant-related services	NOT APPLICABLE
§ 4.1.1.20 Architect's coordination of the Owner's consultants	NOT APPLICABLE
§ 4.1.1.21 Telecommunications/data design	Owner/Contractor
§ 4.1.1.22 Security evaluation and planning	NOT APPLICABLE
§ 4.1.1.23 Commissioning	NOT APPLICABLE
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	NOT APPLICABLE
§ 4.1.1.25 Fast-track design services	NOT APPLICABLE
§ 4.1.1.26 Multiple bid packages	NOT APPLICABLE
§ 4.1.1.27 Historic preservation	NOT APPLICABLE
§ 4.1.1.28 Furniture, furnishings, and equipment design	NOT APPLICABLE
§ 4.1.1.29 Other services provided by specialty Consultants	NOT APPLICABLE
§ 4.1.1.30 Other Supplemental Services	AS REQUESTED

#### § 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

As might be request by the Owner related to this specific project

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

No areas of supplemental services can be identified but may apply where the Owner request expanded scope of work during the course of the project which will require a written and approved change of scope by the Owner.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

#### § 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.



§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Four/month visits to the site by the Architect during construction
- .3 Two inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and



Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Sixteen ( 16 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements. The owner has provided a preliminary facility program to the architect utilized in the preparation of the non-authorized initial floor plan and which may be used for the final design and construction documents preparation.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1. This does not apply to the services provided for this project as the general contractor will be running simultaneous cost data/estimate during the design of the project to control the budget and final construction cost which is established as \$400,000.00.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.



§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service. Note: As this project will be utilizing a selected General Contractor to provide quality cost/estimating data during the design and preparation of construction documents. The Architect will not be provide any additional estimating data which might be compensated as additional services.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.



§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license

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granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### § 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:  
(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: (Specify)

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If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

*(Paragraphs deleted)*

#### **ARTICLE 9 TERMINATION OR SUSPENSION**

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

**.1 Termination Fee:**

Through the balance of phase as prior authorized by the Owner only

**.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:**

Not applicable

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.



## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum  
(Insert amount)  
  
\$10,400.00
- .2 Percentage Basis  
(Insert percentage value)
- .3 Other  
(Describe the method of compensation)  
  
Not Applicable

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Not applicable

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

### ONLY AS AUTHORIZED BY THE OWNER IN WRITING HOURLY RATED FOR STAFF

Principal: Architect	\$180.00/hour
Project Manager/Architect Coordinator	\$125.00/hour
Designer III	\$105.00/hour
Designer II	\$ 80.00/hour
Clerical/Bookkeeping	\$ 65.00/hour

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent ( 10 %), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty	percent (	40	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)



Total Basic Compensation	one hundred	percent (	100	%)
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§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Reference 11.3 only as authorized in writing by the Owner

Employee or Category	Rate (\$0.00)
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#### § 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- |     |  |
|-----|--|
| .1  | .2   |
| .3  | Permitting and other fees required by authorities having jurisdiction over the Project;  |
| .4  | Printing, reproductions, plots, and standard form documents;   |
| .5  |  |
| .6  |  |
| .8  |  |
| .9  | .10.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and, |
| .12 | Other similar Project-related expenditures approved prior by owner.  |

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent ( 10 %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

Not applicable

#### § 11.10 Payments to the Architect

##### § 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Not applicable (\$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

*(Paragraph deleted)*

##### § 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ( ) days



after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
(Insert rate of monthly or annual interest agreed upon.)

Five % 5

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

## ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:  
(Include other terms and conditions applicable to this Agreement.)

Terms and requirements of the initial Request for Proposal regarding FEMA shall be integrated into this agreement in addition to Chapter 262, Texas Local Government Code, The County Purchasing ACT and CFR Section 200.318-326.

## ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

- .3 Exhibits:  
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ Not applicable ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this agreement.)

[ Not applicable ] Other Exhibits incorporated into this Agreement:  
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

- .4 Other documents:  
(List other documents, if any, forming part of the Agreement.)

Not applicable

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Judge Jeff Branick

(Printed name and title)

ARCHITECT (Signature)

J. Rob Clark, AIA, Vice President, 8212

(Printed name, title, and license number, if required)

**ATTEST:**

Carolyn L. Guidry, County Clerk



Init.



Mailing Address:  
P.O. Box 20658  
Beaumont, Texas 77720-0658

July 1, 2020

(409) 842-8181

(409) 842-2274

setex@setexconstruction.com

setexconstruction.com

Jayme West  
Jefferson County Purchasing Department  
1149 Pearl St. 1<sup>st</sup> Floor  
Beaumont, TX 77701

**Project:** "Shoot House PEMB"

**Subject:** "Proposal"

General Contracting

Dear Mr. Jones

Job Order Contracting

We are pleased to submit our proposal utilizing our 15/041JN-11-2015 Choice Partners JOC Texas Contract based on local CCI and our coefficient of .89.

Facilities Maintenance

**Proposal Recap:**

Commercial

Industrial

Government

- Rough Grade Approximate 300 Sq Ft Area for new PEMB
- Pour 15' x 20' x 5" Thick, 3000psi Slab for new building
- Furnish and install 15' x 20' x 8'-6" Pre-Engineered Metal Building with specifications provided by Jefferson County
- PEMB will be complete with insulation, (1) framed opening for (1)-6'-0 x 7'-0 double door, standard trim package, anchor bolts and fasteners
- Building color to be selected by Jefferson county
- Furnish and Install (1)-6'-0 x 7'-0 hollow metal frame
- Install (2) doors provided by Jefferson County
- Continuous clean up and final clean upon completion

Healthcare

Proposal Cost	\$ 19,321.56
<u>Bond</u>	<u>\$ 483.03</u>
<b>Total Price</b>	<b>\$ 19,804.59</b>

Infrastructure

**Exclusions:**

Corporate

Unforeseen items beyond specified scope listed above, overtime, and liquidated damages.

Education

SETEX has not allowed cost for any of the following: Electrical, HVAC, Plumbing, or installation of any equipment inside of building. Jefferson County to provide plumbing and electrical work before building slab is poured.

Performing Arts

PEMB Building may have up to (5-8) week lead time

Historical

We estimate approximately **Fourteen (14)** working days to complete upon material delivery

This pricing is based on recommended work hours of Monday thru Friday 7:00 am to 5:00 pm. Once accepted this proposal turns into a lump sum contract. Please contact us at 409-842-8181 at your convenience to discuss this estimate.



Mailing Address:  
P.O. Box 20658  
Beaumont, Texas 77720-0658

Respectfully submitted,  
**SETEX Facilities & Maintenance, LLC.**

(409) 842-8181  
(409) 842-2274  
setex@setexconstruction.com  
setexconstruction.com

Matthew Ueding  
Project Manager

cc: SETEX/file  
20-0071

General Contracting

Job Order Contracting

ATTEST:

Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS

Jeff R. Branick, County Judge

Date: July 7, 2020

Facilities Maintenance

Commercial

Industrial

Government

Healthcare

Infrastructure

Corporate

Education

Performing Arts

Historical







**Final Estimate**  
 Matt Ueding  
 SETEX Facilities and Maintenance, LLC  
 18/060JUN-15 - 2018 Choice Partners JOC Texas - Renewal 1 - 9/18/2019 to  
 9/20/2020 Shooting House PEMB - 20-0071  
 Matt Ueding

### Estimator: Matt Ueding

### Summary of tagged estimates...

#### Division Summary (MF04)

01 - General Requirements	\$8,150.00	26 - Electrical	
02 - Existing Conditions		27 - Communications	
03 - Concrete	\$1,668.62	28 - Electronic Safety and Security	
04 - Masonry		31 - Earthwork	\$1,530.51
05 - Metals		32 - Exterior Improvements	\$2,095.50
06 - Wood, Plastics, and Composites		33 - Utilities	
07 - Thermal and Moisture Protection	\$511.88	34 - Transportation	
08 - Openings	\$491.10	35 - Waterway and Marine Transportation	
09 - Finishes		41 - Material Processing and Handling Equipment	
10 - Specialties		44 - Pollution Control Equipment	
11 - Equipment		46 - Water and Wastewater Equipment	
12 - Furnishings		48 - Electric Power Generation	
13 - Special Construction	\$10,878.00	Priced O&P	
14 - Conveying Equipment		Trades	
21 - Fire Suppression		Assemblies	\$427.20
22 - Plumbing		FMR	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)		<b>MF04 Total (Without totalling components)</b>	<b>\$25,752.81</b>
25 - Integrated Automation			

#### Totalling Components

Priced Line Items	\$25,752.81
RSMeans BEAUMONT, TX CCI 2020Q1, 84.30%	\$ (4,043.19)

#### Material, Labor, and Equipment Totals (No Totalling Components)

Material:	\$6,276.09
Labor:	\$17,795.11
Equipment:	\$1,678.58
Other:	\$3.03
Laborhours:	128.45
Green Line Items:	\$511.88

2015 Choice Partners JOC SETEX Texas Normal (-11.0000%)	\$ (2,388.06)
Nonpriced Line Items	

#### Priced/Non-Priced

Total Priced Items:	24	\$25,752.81	0.00%
Total Non-Priced Items:	0	\$0.00	
	24	\$25,752.81	

**Grand Total** **\$19,321.56**

## Final Estimate

Estimator: Matt Ueding

Combined estimates...

Item	Description	UM	Quantity	Unit Cost	Total	Book
<b>01 - General Requirements</b>						
1	01-31-13-20-0260 Field personnel, superintendent, average 2 = 2.00	Week	2.0000	\$3,725.00	\$7,450.00	RSW20FAC L, O&P
2	01-54-36-50-1300 Mobilization or demobilization, delivery charge for equipment, hauled on 3-ton capacity towed trailer	Ea.	2.0000	\$350.00	\$700.00	RSW20FAC L, E, O&P
<b>01 - General Requirements Total</b>						<b>\$8,150.00</b>
<b>03 - Concrete</b>						
3	03-11-13-20-1500 C.I.P. concrete forms, beams and girders, exterior spandrel, plywood, 24" wide, 1 use, includes shoring, erecting, bracing, stripping and cleaning 20+20+15+15 = 70.00	SFCA	70.0000	\$17.45	\$1,221.50	RSW19FAC M, L, O&P
4	03-11-13-65-3000 C.I.P. concrete forms, slab on grade, edge, wood, to 6" high, 4 use, includes erecting, bracing, stripping and cleaning 20+20+15+15+15 = 72.25	L.F.	72.2500	\$4.55	\$328.74	RSW19FAC M, L, O&P
5	03-15-19-10-1310 Anchor bolt, L-type, 4-bolt set, plain steel, 3/4" dia x 18" L, incl nut & washer, job-built 4-hole template 1 = 1.00	Set	1.0000	\$86.50	\$86.50	RSW20FAC M, L, O&P
6	03-15-19-10-1310-1990 Anchor bolt, incl nut & washer, for galvanized bolts, add (Modified using 1 = 1.00	Ea.	1.0000	\$31.88	\$31.88	RSW20FAC M, O&P
<b>03 - Concrete Total</b>						<b>\$1,668.62</b>
<b>07 - Thermal and Moisture Protection</b>						
7	07-21-53-10-0020 Reflective insulation, aluminum foil on reinforced scrim (70*9)+(15*20)*1.15 = 975.00 [975 S.F. = 9.75 C.S.F. Conversion]	C.S.F.	9.7500	\$52.50	\$511.88	RSW20FAC Gm, M, L, O&P
<b>07 - Thermal and Moisture Protection Total</b>						<b>\$511.88</b>
<b>08 - Openings</b>						
8	08-01-14-15-0100 Door & window maintenance, rehang double door 1 = 1.00	Pt.	1.0000	\$42.50	\$42.50	RSW20FAC L, O&P
9	08-12-13-13-0140 Frames, steel, knock down, hollow metal, double, 16 ga., up to 5-3/4" deep, 7'-0" h x 6'-0" w	Ea.	1.0000	\$395.00	\$395.00	RSW20FAC M, L, O&P
10	08-12-13-13-0140-6500 Frames, hollow metal, for galvanizing, add (Modified using 08-12-13-13-6500)	Ea.	1.0000	\$53.60	\$53.60	RSW20FAC M, O&P

Final Estimate

Estimator: Matt Ueding

Combined estimates...

08 - Openings

Item	Description	UM	Quantity	Unit Cost	Total	Book
08 - Openings Total						\$491.10

13 - Special Construction

11	13-34-19-50-0150	Pre-engineered steel building, clear span rigid frame, 30 psf roof and 20 psf wind load, 20' to 29' W x 10' eave H, incl. 26 ga. colored ribbed roofing & siding, excl. footings, slab, anchor bolts 20*15*1.10 = 330.00	SF Flr.	330.0000	\$26.50	\$8,745.00 RSM19FAC M, L, E, O&P	P
12	13-34-19-50-6100	Pre-engineered steel building accessory items, framing only, for openings, 10' x Double Door Opening 42/100 = 0.42	Opng.	0.4200	\$1,150.00	\$483.00 RSM19FAC M, L, O&P	P
13	13-34-19-50-6200	Pre-engineered steel building accessory items, framing only, for windows below, 4' x 3', (4030) AC unit Opening	Opng.	1.0000	\$560.00	\$560.00 RSM19FAC M, L, O&P	P
14	13-34-19-50-6350	Pre-engineered steel building accessory items, flashings, rake, painted, 26 15+15+20+20 = 70.00	L.F.	70.0000	\$11.70	\$819.00 RSM19FAC M, L, O&P	P
15	13-34-19-50-6450	Pre-engineered steel building accessory items, flashings, ridge, painted, 18" W, 26 ga	L.F.	20.0000	\$13.55	\$271.00 RSM19FAC M, L, O&P	P
13 - Special Construction Total						\$10,878.00	

31 - Earthwork

16	31-22-13-20-0100	Rough grading sites, 400 S.F. or less, hand labor 1 = 1.00	Ea.	1.0000	\$820.00	\$820.00 RSM20FAC L, O&P	P
17	31-22-16-10-1150	Fine grading, fine grade for slab on grade, hand grading 300/9 = 33.33	S.Y.	33.3333	\$2.61	\$87.00 RSM20FAC L, E, O&P	P
18	31-23-16-13-2100	Excavating, trench or continuous footing, common earth, trim sides and bottom for concrete pours, excludes sheeting or dewatering 70*1.20*1.15 = 96.60	S.F.	96.6000	\$1.11	\$107.23 RSM19FAC L, E, O&P	P
19	31-23-16-42-0200	Excavating, bulk bank measure, 1 C.Y. capacity = 100 C.Y./hour, backhoe, hydraulic, crawler mounted, excluding truck loading (70*1.5*2)/27 = 7.78	B.C.Y.	7.7778	\$2.59	\$20.14 RSM19FAC L, E, O&P	P
20	31-23-16-42-0200-0020	Excavating, bulk bank measure, for loading onto trucks, add (Modified using (70*1.5*2)/27 = 7.78	B.C.Y.	7.7778	\$0.39	\$3.03 RSM19FAC O&P	P
21	31-23-23-13-0015	Backfill, light soil, by hand, no compaction (70*1.5*2)/27*1.5 = 11.67	L.C.Y.	11.6667	\$38.00	\$443.33 RSM19FAC L, O&P	P

## Final Estimate

Estimator: Matt Ueding

Combined estimates...

## 31 - Earthwork

Item	Description	UM	Quantity	Unit Cost	Total	Book
22	31-23-23-13-0015-1100 Backfill and compact, by hand, 12" layers, compaction in layers, vibrating plate, add to above (Modified using 31-23-23-13-1100) (70*1.5*2)/27 = 7.778	E.C.Y.	7.7778	\$6.40	\$49.78	RSM19FAC L, E, O&P
						P

## 31 - Earthwork Total

\$1,530.51

## 32 - Exterior Improvements

23	32-06-10-10-0350 Sidewalks, driveways, and patios, sidewalk, concrete, cast-in-place with 6 x 6 - W1.4 x W1.4 mesh, broomed finish, 3,000 psi, 5" thick, excludes base 20*15*1.10 = 330.00	S.F.	330.0000	\$6.35	\$2,095.50	RSM19FAC M, L, O&P
						P

## 32 - Exterior Improvements Total

\$2,095.50

## Trades

24	SKWK Skilled Workers Average (35 trades) - 2019 RSMeans Facilities Bare Rate	Hour	8.0000	\$53.40	\$427.20	Trades L, B
						P
	Trades Total				\$427.20	

Estimate Grand Total

19,321.56





# JEFFERSON COUNTY SHERIFF'S OFFICE

*Zena Stephens, Sheriff*

1001 Pearl Street, Suite 103  
Beaumont, TX 77701  
(409) 835-8411

Charlie Porter  
Chief of Law Enforcement  
cporter@co.jefferson.tx.us

John Shaubberger  
Chief of Corrections  
jshaubberger@co.jefferson.tx.us

June 30, 2020

TO: Fran Lee

From: Chief John Shaubberger

RE: TRANSFER OF FUNDS

Please put on the Commissioner's Court agenda to transfer \$6,000 from:

249-3015-421-3002 Ammunition

To <sup>60/4</sup> Structures  
249-3015-421-4009 Buildings and Grounds

This is for an add-on to the parking lot at the new Range.

If you have any questions, please call me.



The Bank of New York Mellon  
Corporate Trust  
2001 Bryan St., 11th Floor  
Dallas, TX 75201

Date: June 02, 2020  
Loan#: JEFFCNTY12  
RE : JEFFERSON CNTY GOB REF BDS SER

000419 XBNYMM01 000000  
JEFFERSON COUNTY  
ATTN: FINANCE  
1149 PEARL STREET  
BEAUMONT, TX 77701



000419

Please be advised that payment in the amount of \$4,130,000.00 is due on 08/01/2020 for JEFFERSON COUNTY GENERAL OBLIGATION REFUNDING BONDS SERIES 2012. The bondholder payment date is 08/01/2020. The details of the amount due are as follows:

	Amount in Dollars(\$)
Principal	\$3,620,000.00
Interest	\$510,000.00
<b>Total Amount Due</b>	<b>\$4,130,000.00</b>

\*Refer to your governing docs for payment date rules\*

In order for us to ensure timely payments to Bondholders, funds must be sent in accordance with the instructions below.

If paying by wire, please include your account and loan number.

If paying by check, please include your account and loan number on your check.

**For DTCC eligible issues: FAILURE TO COMPLY WITH THE DTCC SAME DAY FUNDS SETTLEMENT (SDFS) REQUIREMENTS MAY RESULT IN LATE PAYMENT TO HOLDERS, LATE FEES AND LOSS OF DTCC ELIGIBILITY.**

If you are not in agreement with the information detailed on this bill, please contact Inetta Coats at (214)468-5122 or by email at [Inetta.Coats@bnymellon.com](mailto:Inetta.Coats@bnymellon.com).

-----PLEASE DETACH AND REMIT WITH CHECK PAYMENT-----

**Payment Instructions:**

*Wire Payments must be received by BNY Mellon before 11:00 E.S.T. on 08/01/2020.*

The Bank of New York Mellon

ABA#: 021000018

IMMS#: 5335268400

Loan Account#: JEFFCNTY12

**Check Payment Address:**

*Check payments must be received by BNY Mellon 5 business days prior to 08/01/2020.*

The Bank of New York Mellon

Debt Service Billing-Direct Pays

P.O. Box 392005

Pittsburgh, PA 15251-9005

**Amount Due: \$4,130,000.00**



**BOK FINANCIAL®** 5956 Sherry Lane, Suite 1201, Dallas, TX 75225  
Services provided by BOKF, NA

### Corporate Trust Account Invoice Summary

**Name of Issue:**

Jefferson County, Texas Tax and Revenue Certificates of  
Obligation, Series 2019

Jefferson County  
County Auditor  
1149 Pearl 7th Floor  
Beaumont TX 77701

**Ref. Number : JEFF619CO**

For questions contact: Tony Hongnoi - 972-892-9968

**DUE DATE 8/1/2020**

<b>Debt Service</b>	Principal Outstanding	\$15,395,000.00
	Principal Due	\$500,000.00
	Interest Due	\$285,825.00
	<b>Total Debt Service Due :</b>	<b>\$785,825.00</b>
	<b>Semi Annual Paying Agent Fee :</b>	<b>\$158.01</b>
	<b>TOTAL AMOUNT DUE:</b>	<b>\$785,983.01</b>

**Wire payments must be received 1 business day prior to Due Date**  
**Check & ACH Payments must be received 5 business days prior to the Due Date**

IF REMITTING CHECK PAYMENT, PLEASE RETURN THE BOTTOM SECTION AND RETAIN TOP PORTION FOR YOUR RECORDS.

Name of Issue:

Jefferson County, Texas Tax and Revenue  
Certificates of Obligation, Series 2019

**DUE DATE 8/1/2020**

<b>Reference Number:</b>	<b>JEFF619CO</b>
<b>Net Amount Due:</b>	<b>\$785,983.01</b>
<b>Current Debt Service:</b>	<b>\$785,825.00</b>
<b>Paying Agent Fee:</b>	<b>\$158.01</b>
<b>Amount Enclosed:</b>	

Please use BOK Financial's Standing Debt Service Payment Instructions for the payment. If you need a copy, please reach out to either Tony Hongnoi (thongnoi@bokf.com/972-892-9968) or Nicholas Deskin (ndeskin@bokf.com/214-987-8833).



June 2, 2020

Judge Jeff Branick  
County of Jefferson  
1149 Pearl Street, 7th Floor  
Beaumont, TX 77701-3600

Dear Judge Branick:

We are pleased to inform you that your request for funding from the High Intensity Drug Trafficking Areas (HIDTA) Program has been approved, and a grant (Grant Number G20HN0029A) has been awarded in the amount of \$50,000.00. This grant will support initiatives designed to implement the Strategy proposed by the Executive Board of the Houston HIDTA and approved by the Office of National Drug Control Policy (ONDCP).

The original Grant Agreement, including certain Special Conditions, is enclosed. By accepting this grant, you assume the administrative and financial responsibilities outlined in the enclosed Grant Conditions, including the timely submission of all financial and programmatic reports, the resolution of audit findings, and the maintenance of a minimum level of cash-on-hand. Should your organization not adhere to these terms and conditions, ONDCP may terminate the grant for cause or take other administrative action.

If you accept this award, please sign both the Grant Agreement and the Grant Conditions and return a copy to:

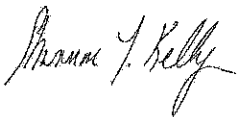
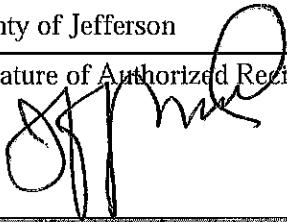
Finance Unit  
National HIDTA Assistance Center  
11200 NW 20th Street, Suite 100  
Miami, FL 33172  
(305) 715-7600  
Or via email to your respective NHAC accountant.

Please keep the original copy of the Grant Agreement and Grant Conditions for your file. If you have any questions pertaining to this grant award, please contact Sherri Lucas at (202) 395 - 5506.

Sincerely,

A handwritten signature in cursive script, reading "Shannon J. Kelly", is written over a light blue horizontal line.

Shannon Kelly  
National HIDTA Director

<b>Executive Office of the President Office of National Drug Control Policy</b>		<b>Grant Agreement</b>	
1. Recipient Name and Address Jeff Branick County of Jefferson 1149 Pearl Street 7th Floor Beaumont, TX 77701-3600		4. Award Number (FAIN): G20HN0029A	
		5. Period of Performance: From 01/01/2020 to 12/31/2021	
2. Total Amount of the Federal Funds Obligated: \$50,000	6. Federal Award Date: June 2, 2020	7. Action: Initial	
2A. Budget Approved by the Federal Awarding Agency \$50,000	8. Supplement Number		
3. CFDA Name and Number: <i>High Intensity Drug Trafficking Areas Program - 95.001</i>	9. Previous Award Amount:		
3A. Project Description  <i>High Intensity Drug Trafficking Areas (HIDTA) Program</i>	10. Amount of Federal Funds Obligated by this Action: \$50,000.00		
	11. Total Amount of Federal Award: \$50,000.00		
12. This Grant is non-R&D and approved subject to such conditions or limitations as are set forth on the attached pages.			
13. Statutory Authority for Grant: <i>Public Law 116-93</i>			
<b>AGENCY APPROVAL</b>		<b>RECIPIENT ACCEPTANCE</b>	
14. Typed Name and Title of Approving Official Shannon Kelly  National HIDTA Director Office of National Drug Control Policy		15. Typed Name and Title of Authorized Official Judge Jeff Branick  County of Jefferson	
16. Signature of Approving ONDCP Official 		17. Signature of Authorized Recipient/Date 	
<b>AGENCY USE ONLY</b>			
18. Accounting Classification Code DUNS: 010807535 EIN: 1746000291A3		19. HIDTA AWARD <i>OND1070DB2021XX OND6113</i> <i>OND2000000000 OC 410001</i>  69384	



## GRANT CONDITIONS

### A. General Terms and Conditions

1. This award is subject to The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200 (the “Part 200 Uniform Requirements”), as adopted and implemented by the Office of National Drug Control Policy (ONDCP) in 2 C.F.R. Part 3603. For this award, the Part 200 Uniform Requirements supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230.  
  
For more information on the Part 200 Uniform Requirements, see <https://cfo.gov/cofar/>. For specific, award-related questions, recipients should contact ONDCP promptly for clarification.
2. This award is subject to the following additional regulations and requirements:
  - 28 CFR Part 69 – “New Restrictions on Lobbying”
  - Conflict of Interest and Mandatory Disclosure Requirements, set out in paragraph 7 of these terms and conditions
  - Non-profit Certifications (when applicable)
3. Audits conducted pursuant to 2 CFR Part 200, Subpart F, “Audit Requirements” must be submitted no later than nine months after the close of the grantee’s audited fiscal year to the Federal Audit Clearinghouse at <https://harvester.census.gov/facweb/>.
4. Grantees are required to submit Federal Financial Reports (FFR) to the Department of Health and Human Services, Division of Payment Management (HHS/DPM). Federal Financial Report is required to be submitted quarterly and within 90 days after the grant is closed out.
5. The recipient gives the awarding agency or the Government Accountability Office, through any authorized representative, access to, and the right to examine, all paper or electronic records related to the grant.
6. Recipients of HIDTA funds are not agents of ONDCP. Accordingly, the grantee, its fiscal agent (s), employees, contractors, as well as state, local, and Federal participants, either on a collective basis or on a personal level, shall not hold themselves out as being part of, or representing, the Executive Office of the President or ONDCP.

These general terms and conditions, as well as archives of previous versions of the general terms and conditions, are available online at [www.whitehouse.gov/ondcp/grants-programs](http://www.whitehouse.gov/ondcp/grants-programs).

7. Conflict of Interest and Mandatory Disclosures

#### A. Conflict of Interest Requirements

As a non-Federal entity, you must follow ONDCP's conflict of interest policies for Federal awards. Recipients must disclose in writing any potential conflict of interest to an ONDCP Program Officer; recipients that are pass-through entities must require disclosure from subrecipients or contractors. This disclosure must take place immediately whether you are an applicant or have an active ONDCP award.

The ONDCP conflict of interest policies apply to sub-awards as well as contracts, and are as follows:

- i. As a non-Federal entity, you must maintain written standards of conduct covering conflicts of interest and governing the performance of your employees engaged in the selection, award, and administration of subawards and contracts.
- ii. None of your employees may participate in the selection, award, or administration of a subaward or contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an organization considered for a sub-award or contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients or contractors or parties to subawards or contracts.
- iii. If you have a parent, affiliate, or subsidiary organization that is not a state, local government, or Native American tribe, you must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, you are unable or appear to be unable to be impartial in conducting a sub-award or procurement action involving a related organization.

#### B. Mandatory Disclosure Requirement

As a non-Federal entity, you must disclose, in a timely manner, in writing to ONDCP all violations of Federal criminal law involving fraud, bribery or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award that includes the term and condition outlined in 200 CFR Part 200, Appendix XII "Award Term and Condition for Recipient Integrity and Performance Matters," are required to report certain civil, criminal, or administrative proceedings to System for Award Management (SAM). Failure to make required disclosures can result in remedies such as: temporary withholding of payments pending correction of the deficiency, disallowance of all or part of the costs associated with noncompliance, suspension, termination of award, debarment, or other legally available remedies outlined in 2 CFR 200.338 "Remedies for Noncompliance".

8. Federal Funding Accountability and Transparency (FFATA) / Digital Accountability and Transparency Act (DATA Act). Each applicant is required to (i) Be registered in SAM before submitting its application; (ii) provide a valid DUNS number in its application; (iii) continue to maintain an active System for Award Management registration with current information at all times during which it has an active Federal award; and (iv) provide all relevant grantee information required for ONDCP to collect for reporting related to FFATA and DATA Act requirements.
9. Subawards are authorized under this grant award. Subawards must be monitored by the award recipient as outlined in 2 CFR 200.331.

10. Recipients must comply with the Government-wide Suspension and Debarment provision set forth at 2 CFR Part 180, dealing with all sub-awards and contracts issued under the grant.
11. As specified in the HIDTA Program Policy and Budget Guidance, recipient must:
  - a) Establish and maintain effective internal controls over the Federal award that provides reasonable assurance that Federal award funds are managed in compliance with Federal statutes, regulations and award terms and conditions. These internal controls should be in compliance with the guidance in "Standards for Internal Control in the Federal Government," issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
  - b) Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards.
  - c) Evaluate and monitor compliance with applicable statute and regulations, and the terms and conditions of the Federal award.
  - d) Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.
  - e) Take reasonable measures to safeguard protected PII and other information ONDCP or the recipient designates consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.

## B. Recipient Integrity and Performance Matters

### Reporting of Matters Related to Recipient Integrity and Performance

#### 1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain and report current information to the SAM that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition (below). This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

#### 2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent 5 year period; and
- c. Is one of the following:

- (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition (below);
- (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
- (3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
- (4) Any other criminal, civil, or administrative proceeding if:
  - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
  - (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
  - (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

### 3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

### 4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent 5 year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

### 5. Definitions

For purposes of this award term and condition:

- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and state level, but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
  - (1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

- (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

### C. Program Specific Terms and Conditions

The following special conditions are incorporated into each award document.

1. This grant is awarded for above program. Variation from the description of activities approved by ONDCP and/or from the budget attached to this letter must comply with the reprogramming requirements as set forth in ONDCP's HIDTA Program Policy and Budget Guidance (PPBG).
2. This award is subject to the requirements in ONDCP's HIDTA PPBG.
3. No HIDTA funds shall be used to supplant state or local funds that would otherwise be made available for the same purposes.
4. The requirements of 28 CFR Part 23, which pertain to information collection and management of criminal intelligence systems, shall apply to any such systems supported by this award.
5. Special accounting and control procedures must govern the use and handling of HIDTA Program funds for confidential expenditures; i.e., the purchase of information, evidence, and services for undercover operations. Those procedures are described in Section 7 of the HIDTA Program Policy and Budget Guidance.
6. Property acquired with these HIDTA grant funds is to be used for activities of the Houston HIDTA. If your agency acquires property with these funds and then ceases to participate in the HIDTA, this equipment must be made available to the HIDTA's Executive Board for use by other HIDTA participants.
7. All law enforcement entities that receive funds from this grant must report all methamphetamine laboratory seizure data to the National Clandestine Laboratory Database/National Seizure System at the El Paso Intelligence Center.

### D. Federal Award Performance Goals

1. All entities that receive funds from this award are responsible for achieving performance goals established in the HIDTA Performance Management Process (PMP) and approved by the HIDTA's Executive Board and ONDCP.
2. All entities that receive funds from this award must report progress in achieving performance goals at least quarterly using the PMP.

See also Section A. 4 regarding Federal Financial Reports.

### E. Payment Basis

1. A request for Advance or Reimbursement shall be made using the HHS/DPM system (<https://pms.psc.gov/>).
2. The grantee, must utilize the object classes specified within the initial grant application each time they submit a disbursement request to ONDCP. Requests for payment in the DPM system will not be approved unless the required disbursements have been entered using the corresponding object class designations. Payments will be made via Electronic Fund Transfer to the award recipient's bank account. The bank must be Federal Deposit Insurance Corporation (FDIC) insured. The account must be interest bearing.



Grant G20HN0029A

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3. Except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. 6501 et seq.) and the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450), awardees and sub-awardees shall promptly, but at least annually, remit interest earned on advances to HHS/DPM using the remittance instructions provided below.

*Remittance Instructions* - Remittances must include pertinent information of the payee and nature of payment in the memo area (often referred to as “addenda records” by Financial Institutions) as that will assist in the timely posting of interest earned on Federal funds. Pertinent details include the Payee Account Number (PAN), reason for check (remittance of interest earned on advance payments), check number (if applicable), awardee name, award number, interest period covered, and contact name and number. The remittance must be submitted as follows:

Through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment.

(i) For ACH Returns:

Routing Number: 051036706

Account number: 303000

Bank Name and Location: Credit Gateway—ACH Receiver St. Paul, MN

(ii) For Fedwire Returns\*:

Routing Number: 021030004

Account number: 75010501

Bank Name and Location: Federal Reserve Bank Treas NYC/Funds Transfer  
Division New York, NY

(\* Please note organization initiating payment is likely to incur a charge from your Financial Institution for this type of payment)

For recipients that do not have electronic remittance capability, please make check\*\* payable to: “The Department of Health and Human Services.”

Mail Check to Treasury approved lockbox:

HHS Program Support Center, P.O. Box 530231, Atlanta, GA 30353-0231

(\*\* Please allow 4-6 weeks for processing of a payment by check to be applied to the appropriate PMS account)

Any additional information/instructions may be found on the PMS Web site at <http://pms.psc.gov/>.

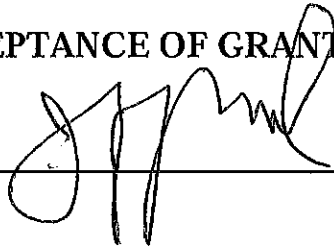
4. The grantee or subgrantee may keep interest amounts up to \$500 per year for administrative purposes.

Grant G20HN0029A

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**RECIPIENT ACCEPTANCE OF GRANT CONDITIONS**

\_\_\_\_\_  
Jeff Branick  
County of Jefferson



Date: 7.7.2020

# Initiative Cash by HIDTA

FY 2020

Awarded Budget (as approved by ONDCP)

HIDTA	Agency Name	Initiative	Cash	Type	Grant
Houston	County of Jefferson	South East Texas Drug Enforcement Task Force	50,000.00	Investigation	G20HN0029A
Agency Total : County of Jefferson			50,000.00		
Total			50,000.00		



# Budget Detail

2020 - Houston

Initiative -

Investigation

Award Recipient - County of Jefferson (G20HN0029A)

Resource Recipient - Jefferson County

Indirect Cost: 0.0%

<b>Awarded Budget (as approved by ONDCP)</b>		<b>\$50,000.00</b>
<b>Overtime</b>	<b>Quantity</b>	<b>Amount</b>
Overtime		\$22,000.00
<b>Total Overtime</b>		<b>\$22,000.00</b>
<b>Services</b>	<b>Quantity</b>	<b>Amount</b>
Services		\$16,200.00
<b>Total Services</b>		<b>\$16,200.00</b>
<b>Supplies</b>	<b>Quantity</b>	<b>Amount</b>
Supplies		\$1,800.00
<b>Total Supplies</b>		<b>\$1,800.00</b>
<b>Other</b>	<b>Quantity</b>	<b>Amount</b>
Other		\$10,000.00
<b>Total Other</b>		<b>\$10,000.00</b>
<b>Total Budget</b>		<b>\$50,000.00</b>

PGM: GMCOMMV2	DATE 07-07-2020	PAGE: 1
NAME	AMOUNT	CHECK NO. TOTAL
JURY FUND		
TRI-CITY COFFEE SERVICE	68.95	473163
ROAD & BRIDGE PCT.#1		68.95**
UNITED STATES POSTAL SERVICE	.50	473179
LD CONSTRUCTION	2,069.76	473215
DE LAGE LANDEN PUBLIC FINANCE	70.00	473226
ASCO	629.57	473240
FUNCTION 4 LLC	19.41	473273
GULF COAST	468.00	473290
TEXAS CORRUGATORS	1,402.80	473302
ROAD & BRIDGE PCT.#2		4,660.04**
BRYSTAR CONTRACTING, INC.	23,960.00	473105
SPIDLE & SPIDLE	1,314.94	473109
CITY OF NEDERLAND	87.13	473117
DYNAMIC POWER SYSTEM, INC.	499.00	473120
ENTERGY	154.67	473129
MUNRO'S	20.46	473139
DE LAGE LANDEN PUBLIC FINANCE	90.00	473226
A1 FILTER SERVICE COMPANY	96.00	473231
FUNCTION 4 LLC	24.96	473273
ROAD & BRIDGE PCT. # 3		26,247.16**
SPIDLE & SPIDLE	1,486.34	473109
FARM & HOME SUPPLY	87.55	473124
MUNRO'S	62.70	473139
AT&T	74.35	473154
SOUTHERN TIRE MART, LLC	635.96	473167
LOWE'S HOME CENTERS, INC.	208.05	473185
TEXAS GAS SERVICE	137.86	473190
WINDSTREAM	4.99	473202
KNIFE RIVER	259.20	473206
PARKER LUMBER	869.68	473220
DE LAGE LANDEN PUBLIC FINANCE	140.00	473226
PRO CHEM INC	342.03	473235
SOUTHEAST TEXAS PARTS AND EQUIPMENT	139.64	473246
SHOPPA'S FARM SUPPLY	55.07	473251
A-1 MAIDA FENCE COMPANY	125.00	473256
CINTAS CORPORATION	46.68	473267
FUNCTION 4 LLC	38.82	473273
GULF COAST	3,127.40	473290
GERALD T PELTIER JR	200.00	473293
SAVANT'S ELECTRIC COMPANY	2,100.00	473306
ROAD & BRIDGE PCT.#4		10,141.32**
SPIDLE & SPIDLE	3,022.48	473109
CITY OF BEAUMONT - WATER DEPT.	20.54	473115
RB EVERETT & COMPANY, INC.	219.90	473123
ENTERGY	1,001.02	473129
M&D SUPPLY	39.40	473135
MUNRO'S	73.07	473139
PHILPOTT MOTORS, INC.	108.97	473143
PETROLEUM SOLUTIONS, INC.	134.60	473194
DE LAGE LANDEN PUBLIC FINANCE	229.79	473226
BK INDUSTRIAL SOLUTIONS LLC	45.72	473257
FUNCTION 4 LLC	63.73	473273
BASE-SEAL INTERNATIONAL INC	24,200.00	473304
ENGINEERING FUND		29,159.22**
OFFICE DEPOT	230.07	473142
TEXAS FLOODPLAIN MGMT. ASSN.	50.00	473161
UNITED STATES POSTAL SERVICE	.80	473179
DE LAGE LANDEN PUBLIC FINANCE	460.94	473226
FUNCTION 4 LLC	127.84	473273
PARKS & RECREATION		869.65**

PGM: GMCOMMV2	DATE 07-07-2020		PAGE: 2
NAME	AMOUNT	CHECK NO.	TOTAL
ENTERGY	235.76	473129	
MOTION INDUSTRIES, INC.	514.60	473138	
FASTENAL	488.99	473171	
SUPERIOR SUPPLY & STEEL	70.00	473175	
WESTEND HARDWARE CO	32.12	473183	
LOWE'S HOME CENTERS, INC.	51.51	473185	
ALL TERRAIN EQUIPMENT CO	153.20	473277	
			1,546.18**
GENERAL FUND			
TAX OFFICE			
ACE IMAGEWEAR	23.90	473152	
UNITED STATES POSTAL SERVICE	646.48	473179	
DE LAGE LANDEN PUBLIC FINANCE	370.00	473226	
CINTAS CORPORATION	299.15	473267	
FUNCTION 4 LLC	102.60	473273	
			1,442.13*
COUNTY HUMAN RESOURCES			
PINNACLE EMPLOYEE TESTING	705.00	473144	
UNITED STATES POSTAL SERVICE	16.70	473179	
DE LAGE LANDEN PUBLIC FINANCE	70.00	473226	
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	175.00	473266	
FUNCTION 4 LLC	19.41	473273	
			986.11*
AUDITOR'S OFFICE			
UNITED STATES POSTAL SERVICE	9.46	473179	
DE LAGE LANDEN PUBLIC FINANCE	70.00	473226	
FUNCTION 4 LLC	19.41	473273	
			98.87*
COUNTY CLERK			
FED EX	5.02	473125	
UNITED STATES POSTAL SERVICE	352.69	473179	
DE LAGE LANDEN PUBLIC FINANCE	600.00	473226	
FUNCTION 4 LLC	66.25	473273	
			1,023.96*
COUNTY JUDGE			
UNITED STATES POSTAL SERVICE	.42	473179	
THE YOES LAW FIRM, LLP	500.00	473199	
DE LAGE LANDEN PUBLIC FINANCE	70.00	473226	
SNIDER LAW FIRM PLLC	500.00	473245	
JAN GIROUARD & ASSOCIATES LLC	600.00	473264	
FUNCTION 4 LLC	19.41	473273	
JAMES M BLACK	500.00	473282	
			2,189.83*
RISK MANAGEMENT			
OFFICE DEPOT	114.01	473142	
UNITED STATES POSTAL SERVICE	.92	473179	
DE LAGE LANDEN PUBLIC FINANCE	70.00	473226	
FUNCTION 4 LLC	19.41	473273	
			204.34*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	74.58	473179	
DE LAGE LANDEN PUBLIC FINANCE	331.89	473226	
FUNCTION 4 LLC	92.04	473273	
			498.51*
PRINTING DEPARTMENT			
DE LAGE LANDEN PUBLIC FINANCE	1,200.00	473226	
FUNCTION 4 LLC	603.16	473273	
			1,803.16*
PURCHASING DEPARTMENT			
OFFICE DEPOT	340.80	473142	
PORT ARTHUR NEWS, INC.	60.72	473145	
UNITED STATES POSTAL SERVICE	1.26	473179	
DE LAGE LANDEN PUBLIC FINANCE	70.00	473226	



PGM: GMCOMMV2	DATE 07-07-2020	AMOUNT	CHECK NO.	PAGE: 3 53 TOTAL
NAME				
FUNCTION 4 LLC		19.41	473273	
GENERAL SERVICES				492.19*
BOSWORTH PAPER		2,362.50	473114	
TIME WARNER COMMUNICATIONS		633.03	473157	
ADVANCED STAFFING		78.00	473168	
DE LAGE LANDEN PUBLIC FINANCE		452.82	473226	
EMERGENCY POWER SERVICE		3,000.00	473233	
SPOK INC		3.00	473250	
FUNCTION 4 LLC		225.74	473273	
				6,755.09*
DATA PROCESSING				
DE LAGE LANDEN PUBLIC FINANCE		70.00	473226	
SPOK INC		12.15	473250	
FUNCTION 4 LLC		19.41	473273	
				101.56*
VOTERS REGISTRATION DEPT				
UNITED STATES POSTAL SERVICE		287.33	473179	
DE LAGE LANDEN PUBLIC FINANCE		70.00	473226	
FUNCTION 4 LLC		19.41	473273	
				376.74*
ELECTIONS DEPARTMENT				
UNITED STATES POSTAL SERVICE		194.60	473179	
DE LAGE LANDEN PUBLIC FINANCE		271.65	473226	
FUNCTION 4 LLC		75.34	473273	
				541.59*
DISTRICT ATTORNEY				
UNITED STATES POSTAL SERVICE		123.17	473179	
DE LAGE LANDEN PUBLIC FINANCE		480.00	473226	
FUNCTION 4 LLC		133.11	473273	
				736.28*
DISTRICT CLERK				
OFFICE DEPOT		50.89	473142	
CDW COMPUTER CENTERS, INC.		417.09	473172	
UNITED STATES POSTAL SERVICE		233.66	473179	
DE LAGE LANDEN PUBLIC FINANCE		70.00	473226	
FUNCTION 4 LLC		19.41	473273	
STARCO IMPEX INC		215.28	473301	
				1,006.33*
CRIMINAL DISTRICT COURT				
EDWARD B. GRIPON, M.D., P.A.		595.00	473128	
UNITED STATES POSTAL SERVICE		42.90	473179	
ANTOINE FREEMAN		600.00	473209	
LAURIE PEROZZO		800.00	473216	
DE LAGE LANDEN PUBLIC FINANCE		441.64	473226	
JAMES R. MAKIN, P.C.		3,112.50	473227	
BRITTANIE HOLMES		800.00	473238	
FUNCTION 4 LLC		122.48	473273	
				6,514.52*
58TH DISTRICT COURT				
DE LAGE LANDEN PUBLIC FINANCE		70.00	473226	
FUNCTION 4 LLC		19.41	473273	
				89.41*
60TH DISTRICT COURT				
SIERRA SPRING WATER CO. - BT		21.73	473182	
DE LAGE LANDEN PUBLIC FINANCE		70.00	473226	
FUNCTION 4 LLC		19.41	473273	
				111.14*
136TH DISTRICT COURT				
UNITED STATES POSTAL SERVICE		.50	473179	
DE LAGE LANDEN PUBLIC FINANCE		70.00	473226	
FUNCTION 4 LLC		19.41	473273	
				89.91*
172ND DISTRICT COURT				

PGM: GMCOMMV2	DATE 07-07-2020	AMOUNT	CHECK NO.	PAGE: 4 54 TOTAL
NAME				
DE LAGE LANDEN PUBLIC FINANCE	70.00	473226		
FUNCTION 4 LLC	19.41	473273		
252ND DISTRICT COURT				89.41*
OFFICE DEPOT	292.85	473142		
UNITED STATES POSTAL SERVICE	226.49	473179		
DE LAGE LANDEN PUBLIC FINANCE	70.00	473226		
JARED GILTHORPE	800.00	473249		
FUNCTION 4 LLC	19.41	473273		
279TH DISTRICT COURT				1,408.75*
DAVID GROVE	200.00	473110		
ANITA F. PROVO	200.00	473147		
UNITED STATES POSTAL SERVICE	.50	473179		
JOEL WEBB VAZQUEZ	100.00	473195		
KIMBERLY PHELAN, P.C.	200.00	473200		
DE LAGE LANDEN PUBLIC FINANCE	70.00	473226		
FUNCTION 4 LLC	19.41	473273		
317TH DISTRICT COURT				789.91*
DAVID GROVE	450.00	473110		
MARVA PROVO	1,375.00	473146		
JOEL WEBB VAZQUEZ	750.00	473195		
KIMBERLY PHELAN, P.C.	1,225.00	473200		
TONYA CONNELL TOUPS	450.00	473208		
P DEAN BRINKLEY	150.00	473221		
DE LAGE LANDEN PUBLIC FINANCE	70.00	473226		
ALICIA K HALL	300.00	473234		
FUNCTION 4 LLC	19.41	473273		
JUSTICE COURT-PCT 1 PL 1				4,789.41*
OFFICE DEPOT	201.99	473142		
UNITED STATES POSTAL SERVICE	17.76	473179		
DE LAGE LANDEN PUBLIC FINANCE	90.00	473226		
FUNCTION 4 LLC	24.96	473273		
JUSTICE COURT-PCT 1 PL 2				334.71*
UNITED STATES POSTAL SERVICE	1.60	473179		
DE LAGE LANDEN PUBLIC FINANCE	70.00	473226		
FUNCTION 4 LLC	19.41	473273		
JUSTICE COURT-PCT 4				91.01*
DE LAGE LANDEN PUBLIC FINANCE	90.00	473226		
FUNCTION 4 LLC	24.96	473273		
JUSTICE COURT-PCT 6				114.96*
UNITED STATES POSTAL SERVICE	5.45	473179		
DE LAGE LANDEN PUBLIC FINANCE	70.00	473226		
FUNCTION 4 LLC	19.41	473273		
JUSTICE COURT-PCT 7				94.86*
OFFICE DEPOT	79.89	473142		
JUSTICE OF PEACE PCT. 8				79.89*
OFFICE DEPOT	32.00	473142		
DE LAGE LANDEN PUBLIC FINANCE	70.00	473226		
FUNCTION 4 LLC	19.41	473273		
COUNTY COURT AT LAW NO.1				121.41*
OFFICE DEPOT	79.98	473142		
DE LAGE LANDEN PUBLIC FINANCE	245.92	473226		
FUNCTION 4 LLC	68.20	473273		
COUNTY COURT AT LAW NO. 2				394.10*

PGM: GMCOMMV2	DATE 07-07-2020	PAGE: 5
NAME	AMOUNT	CHECK NO.
		TOTAL
UNITED STATES POSTAL SERVICE	4.61	473179
DE LAGE LANDEN PUBLIC FINANCE	70.00	473226
FUNCTION 4 LLC	19.41	473273
		94.02*
COUNTY COURT AT LAW NO. 3		
UNITED STATES POSTAL SERVICE	7.96	473179
DE LAGE LANDEN PUBLIC FINANCE	70.00	473226
JARED GILTHORPE	250.00	473249
FUNCTION 4 LLC	19.41	473273
		347.37*
COURT MASTER		
OFFICE DEPOT	93.49	473142
UNITED STATES POSTAL SERVICE	.50	473179
DE LAGE LANDEN PUBLIC FINANCE	70.00	473226
FUNCTION 4 LLC	19.41	473273
BUDDIE J HAHN	313.49	473294
		496.89*
MEDIATION CENTER		
GREATER BMT. CHAMBER OF COMMERCE	75.00	473111
OFFICE DEPOT	503.85	473142
PRESS CLUB OF SOUTHEAST TEXAS	30.00	473169
UNITED STATES POSTAL SERVICE	9.18	473179
DE LAGE LANDEN PUBLIC FINANCE	70.00	473226
FUNCTION 4 LLC	19.41	473273
		707.44*
COMMUNITY SUPERVISION		
DE LAGE LANDEN PUBLIC FINANCE	280.00	473226
FUNCTION 4 LLC	77.64	473273
		357.64*
SHERIFF'S DEPARTMENT		
OFFICE DEPOT	409.88	473142
ROCIC	300.00	473148
AT&T	309.80	473154
CDW COMPUTER CENTERS, INC.	1,986.00	473172
UNITED STATES POSTAL SERVICE	1,059.07	473179
BEAUMONT OCCUPATIONAL SERVICE, INC.	34.95	473184
DE LAGE LANDEN PUBLIC FINANCE	800.00	473226
COBAN TECHNOLOGIES INC	805.00	473229
FUNCTION 4 LLC	221.84	473273
		5,926.54*
CRIME LABORATORY		
FED EX	18.58	473125
FISHER SCIENTIFIC	460.83	473126
OFFICE DEPOT	274.40	473142
HENRY SCHEIN, INC.	288.46	473151
DE LAGE LANDEN PUBLIC FINANCE	90.00	473226
TIFFANY AARDHAL	38.95	473228
LABSOURCE	76.09	473262
FUNCTION 4 LLC	24.96	473273
		1,272.27*
JAIL - NO. 2		
AAA LOCK & SAFE	195.00	473104
JOEY HILL	25.60	473106
SPIDLE & SPIDLE	138.89	473109
COASTAL WELDING SUPPLY	98.42	473119
JACK BROOKS REGIONAL AIRPORT	560.28	473132
MCNEILL INSURANCE AGENCY	71.00	473137
RALPH'S INDUSTRIAL ELECTRONICS	40.00	473149
SANITARY SUPPLY, INC.	346.00	473150
SHERWIN-WILLIAMS	126.55	473153
AT&T	990.36	473154
LOWE'S HOME CENTERS, INC.	230.69	473185
ULTRA-CHEM, INC.	2,162.65	473188
WORLD FUEL SERVICES	389.00	473217
DE LAGE LANDEN PUBLIC FINANCE	1,280.00	473226
KING'S PHARMACY BEAUMONT	199.00	473232



PGM: GMCOMMV2	DATE 07-07-2020	PAGE: 6
NAME	AMOUNT	CHECK NO. TOTAL
DRAGONFLY INTERPRETING SERVICES	212.50	473236
SAM'S CLUB DIRECT	55.92	473237
CONSTELLATION NEWENERGY - GAS DIVIS	843.80	473239
MATERA PAPER COMPANY INC	1,772.30	473241
THOMSON REUTERS-WEST	3,809.71	473242
24 HR SAFETY LLC	465.59	473247
GALLS LLC	204.00	473258
FUNCTION 4 LLC	354.97	473273
THE MONOGRAM SHOP	106.00	473276
CORRHEALTH LLC	90,289.11	473279
BEARCOM / KAY ELECTRONICS	4,633.11	473288
TRINITY SERVICES GROUP INC	16,680.98	473289
VICTORY SUPPLY LLC	2,722.50	473292
		129,003.93*
JUVENILE PROBATION DEPT.		
EDWARD B. GRIPON, M.D., P.A.	2,250.00	473128
UNITED STATES POSTAL SERVICE	4.66	473179
SHANNA CITIZEN	43.70	473187
LYNN BIERHALTER	115.00	473201
DE LAGE LANDEN PUBLIC FINANCE	140.00	473226
TANISHA GRIFFIN	198.95	473254
ROXANA MITCHELL	39.10	473259
FUNCTION 4 LLC	38.82	473273
TRISH DAVIS	92.00	473284
		2,922.23*
JUVENILE DETENTION HOME		
BEN E KEITH FOODS	2,893.95	473193
VANSHECA SANDERS-CHEVIS	800.00	473205
DE LAGE LANDEN PUBLIC FINANCE	229.79	473226
FUNCTION 4 LLC	63.73	473273
INDUSTRIAL TRAFFIC CONTROL	2,750.00	473297
		6,737.47*
CONSTABLE PCT 1		
UNITED STATES POSTAL SERVICE	26.96	473179
DE LAGE LANDEN PUBLIC FINANCE	323.13	473226
FUNCTION 4 LLC	89.62	473273
		439.71*
CONSTABLE-PCT 4		
SANITARY SUPPLY, INC.	140.41	473150
DE LAGE LANDEN PUBLIC FINANCE	70.00	473226
FUNCTION 4 LLC	19.41	473273
		229.82*
CONSTABLE-PCT 6		
UNITED STATES POSTAL SERVICE	12.35	473179
HEADSETS.COM, INC.	178.95	473180
DE LAGE LANDEN PUBLIC FINANCE	70.00	473226
FUNCTION 4 LLC	19.41	473273
		280.71*
CONSTABLE PCT. 8		
DE LAGE LANDEN PUBLIC FINANCE	322.93	473226
FUNCTION 4 LLC	89.56	473273
TND WORKWEAR CO LLC	189.95	473275
		602.44*
COUNTY MORGUE		
PROCTOR'S MORTUARY INC	9,450.00	473218
		9,450.00*
AGRICULTURE EXTENSION SVC		
OFFICE DEPOT	44.89	473142
DE LAGE LANDEN PUBLIC FINANCE	200.00	473226
FUNCTION 4 LLC	55.47	473273
		300.36*
HEALTH AND WELFARE NO. 1		
JOURNAL WATCH, INC.	54.50	473134
NEW ENGLAND JOURNAL OF MEDICINE	94.50	473140

PGM: GMCOMMV2	DATE 07-07-2020	PAGE: 7
NAME	AMOUNT	CHECK NO. TOTAL
WARREN EQUIPMENT CO.	1,389.00	473164
UNITED STATES POSTAL SERVICE	102.09	473179
AMERICAN CORPORATE SERVICES	244.50	473210
DE LAGE LANDEN PUBLIC FINANCE	372.43	473226
FUNCTION 4 LLC	103.29	473273
NUANCE COMMUNICATIONS, INC	237.00	473287
		2,597.31*
HEALTH AND WELFARE NO. 2		
CLAYBAR FUNERAL HOME, INC.	1,040.00	473118
JOURNAL WATCH, INC.	54.50	473134
NEW ENGLAND JOURNAL OF MEDICINE	94.50	473140
TIME WARNER COMMUNICATIONS	146.72	473158
DE LAGE LANDEN PUBLIC FINANCE	140.00	473226
FUNCTION 4 LLC	38.82	473273
		1,514.54*
NURSE PRACTITIONER		
MCKESSON MEDICAL-SURGICAL INC	144.33	473173
SIERRA SPRING WATER CO. - BT	6.75	473181
DE LAGE LANDEN PUBLIC FINANCE	70.00	473226
FUNCTION 4 LLC	19.41	473273
		240.49*
ENVIRONMENTAL CONTROL		
AT&T	32.58	473154
DE LAGE LANDEN PUBLIC FINANCE	323.13	473226
FUNCTION 4 LLC	89.62	473273
		445.33*
INDIGENT MEDICAL SERVICES		
CARDINAL HEALTH 110 INC	23,607.19	473243
		23,607.19*
MAINTENANCE-BEAUMONT		
CITY OF BEAUMONT - WATER DEPT.	575.58	473115
ECOLAB	209.95	473121
W.W. GRAINGER, INC.	710.52	473127
ENTERGY	31,965.44	473129
M&D SUPPLY	7.36	473135
ACE IMAGEWEAR	199.22	473152
TIME WARNER COMMUNICATIONS	76.49	473160
OTIS ELEVATOR COMPANY	2,808.46	473192
SHERWIN-WILLIAMS	104.98	473214
DE LAGE LANDEN PUBLIC FINANCE	70.00	473226
FRED MILLER'S OUTDOOR EQUIPMENT LLC	111.85	473255
AT&T	16,062.50	473263
MANNING'S OFFICE SOLUTIONS LLC	211.84	473265
FUNCTION 4 LLC	19.41	473273
		53,133.60*
MAINTENANCE-PORT ARTHUR		
CITY OF PORT ARTHUR - WATER DEPT.	613.26	473116
M&D SUPPLY	6.80	473135
MOTION INDUSTRIES, INC.	118.82	473138
SANITARY SUPPLY, INC.	200.73	473150
AT&T	1,349.91	473154
HOWARD'S AUTO SUPPLY	144.96	473170
LOWE'S HOME CENTERS, INC.	122.83	473185
TEXAS GAS SERVICE	391.09	473190
TEXAS GAS SERVICE	9.95	473191
PARKER LUMBER	228.39	473220
DE LAGE LANDEN PUBLIC FINANCE	140.00	473226
FRED MILLER'S OUTDOOR EQUIPMENT LLC	163.60	473255
FUNCTION 4 LLC	38.82	473273
		3,529.16*
MAINTENANCE-MID COUNTY		
CITY OF NEDERLAND	58.56	473117
ENTERGY	289.43	473129
SANITARY SUPPLY, INC.	77.63	473150
ACE IMAGEWEAR	35.77	473152
DE LAGE LANDEN PUBLIC FINANCE	70.00	473226

PGM: GMCOMMV2	DATE 07-07-2020	PAGE: 8
NAME	AMOUNT	CHECK NO. TOTAL
A1 FILTER SERVICE COMPANY	99.50	473231
FUNCTION 4 LLC	19.41	473273
		650.30*
SERVICE CENTER		
SPIDLE & SPIDLE	5,923.72	473109
J.K. CHEVROLET CO.	477.68	473130
OFFICE DEPOT	82.07	473142
PHILPOTT MOTORS, INC.	689.13	473143
JEFFERSON CTY. TAX OFFICE	7.50	473176
JEFFERSON CTY. TAX OFFICE	7.50	473177
BUMPER TO BUMPER	573.16	473197
AMERICAN TIRE DISTRIBUTORS	829.56	473212
DE LAGE LANDEN PUBLIC FINANCE	70.00	473226
MIGHTY OF SOUTHEAST TEXAS	119.01	473230
SILSBEE FORD INC	253.28	473244
WASTEWATER TRANSPORT SERVICES LLC	545.00	473248
MIDNIGHT AUTO	249.90	473268
FUNCTION 4 LLC	19.41	473273
THE GOODYEAR TIRE & RUBBER COMPANY	3,774.06	473280
JCN OIL SERVICE	110.00	473307
		13,730.98*
VETERANS SERVICE		
UNITED STATES POSTAL SERVICE	2.14	473179
DE LAGE LANDEN PUBLIC FINANCE	240.00	473226
FUNCTION 4 LLC	66.56	473273
		308.70*
		292,296.53**
MOSQUITO CONTROL FUND		
JACK BROOKS REGIONAL AIRPORT	79.34	473132
MUNRO'S	84.04	473139
PETROLEUM SOLUTIONS, INC.	246.79	473194
DE LAGE LANDEN PUBLIC FINANCE	70.00	473226
PRO CHEM INC	175.86	473235
FUNCTION 4 LLC	19.41	473273
		323.72**
FEMA EMERGENCY		
ACTION AUTO GLASS	7,956.00	473107
JEFFERSON CTY. COMMISSARY	26,115.92	473131
LOWE'S HOME CENTERS, INC.	1,081.10	473186
MARTIN PRODUCT SALES LLC	7,972.00	473203
FUNCTION 4 LLC	266.00	473274
GULF COAST	227.97	473291
ALLIED UNIVERSAL SECURITY SERVICES	18,142.87	473296
ALTUS LUMBERTON HOSPITAL	11,600.00	473299
NOVROZSKY'S HAMBURGERS ETC	780.00	473300
WES VICE HARDWOODS & SUPPLY INC	283.84	473303
JORDYN ROBERTS	315.00	473305
TAMMY LYN SAIN	341.25	473308
		75,081.95**
FAMILY GROUP CONFERENCING		
DE LAGE LANDEN PUBLIC FINANCE	70.00	473226
FUNCTION 4 LLC	19.41	473273
		89.41**
J.C. FAMILY TREATMENT		
BEAUMONT OCCUPATIONAL SERVICE, INC.	34.95	473184
KELLY WEBSTER	15.99	473204
PATRICIA VELASCO	100.00	473261
DEANN WILLS	1,168.00	473298
		1,318.94**
SECURITY FEE FUND		
TRIANGLE COMPUTER & TELEPHONE	1,014.00	473162
KWP TELECOM LLC	550.00	473260
ALLIED UNIVERSAL SECURITY SERVICES	9,603.44	473295
		11,167.44**
LAW LIBRARY FUND		

PGM: GMCOMMV2	DATE 07-07-2020		PAGE: 9
NAME	AMOUNT	CHECK NO.	TOTAL
DE LAGE LANDEN PUBLIC FINANCE	70.00	473226	
THOMSON REUTERS-WEST	219.64	473242	
FUNCTION 4 LLC	19.41	473273	309.05**
EMPG GRANT			
TIME WARNER COMMUNICATIONS	112.57	473159	112.57**
JUVENILE PROB & DET. FUND			
TCSI, LLC	3,558.42	473309	3,558.42**
GRANT A STATE AID			
BI INCORPORATED	144.00	473174	
YOUTH ADVOCATE PROGRAM	420.00	473207	
GRAYSON COUNTY DEPT OF JUVENILE	16,012.89	473253	16,576.89**
COMMUNITY SUPERVISION FND			
OFFICE DEPOT	297.86	473142	
UNITED STATES POSTAL SERVICE	110.05	473179	407.91**
JEFF. CO. WOMEN'S CENTER			
BELL'S LAUNDRY	371.93	473113	
CITY OF BEAUMONT - WATER DEPT.	759.66	473115	
KIM MCKINNEY, LPC, LMFT	75.00	473136	
SYSCO FOOD SERVICES, INC.	1,009.05	473155	
DE LAGE LANDEN PUBLIC FINANCE	140.00	473226	
SPOK INC	16.50	473250	
FUNCTION 4 LLC	38.82	473273	2,410.96**
COMMUNITY CORRECTIONS PRG			
M&D SUPPLY	202.95	473135	
DE LAGE LANDEN PUBLIC FINANCE	90.00	473226	
FUNCTION 4 LLC	24.96	473273	317.91**
DRUG DIVERSION PROGRAM			
DE LAGE LANDEN PUBLIC FINANCE	80.00	473226	
FUNCTION 4 LLC	22.19	473273	102.19**
HEALTH GRANTS			
MCKESSON MEDICAL-SURGICAL INC	13,822.83	473173	13,822.83**
HOTEL OCCUPANCY TAX FUND			
TIME WARNER COMMUNICATIONS	120.58	473156	
DE LAGE LANDEN PUBLIC FINANCE	315.00	473226	
FUNCTION 4 LLC	87.36	473273	522.94**
DISTRICT CLK RECORDS MGMT			
DE LAGE LANDEN PUBLIC FINANCE	140.00	473226	
FUNCTION 4 LLC	38.82	473273	178.82**
AIRPORT FUND			
TRIANGLE LOCKSMITH	150.00	473108	
SPIDLE & SPIDLE	448.27	473109	
CITY OF NEDERLAND	615.98	473117	
COASTAL WELDING SUPPLY	475.00	473119	
EASTEX RUBBER & GASKET	774.66	473122	
FED EX	146.94	473125	
W.W. GRAINGER, INC.	596.88	473127	
JOHNSON CONTROLS, INC.	3,300.00	473133	
BUBBA'S AIR CONDITIONING	75.00	473165	
UNITED STATES POSTAL SERVICE	1.42	473179	
LOWE'S HOME CENTERS, INC.	799.02	473185	
MCGRIFF, SEIBELS & WILLIAMS OF TX	8,774.00	473189	



NAME	AMOUNT	CHECK NO.	TOTAL
AIR SOLUTIONS	648.85	473196	
LIBERTY TIRE RECYCLING LLC	135.30	473213	
QUALLS RV SERIVCE	1,934.40	473219	
DE LAGE LANDEN PUBLIC FINANCE	140.00	473226	
EAGLE PUMP & METERS INC	1,102.50	473269	
FUNCTION 4 LLC	38.82	473273	
TITAN AVIATION FUELS	23,091.64	473283	
THE HOME DEPOT PRO	427.94	473286	
			43,676.62**
AIRPORT IMPROVE. GRANTS			
ARCENEUX WILSON & COLE LLC	1,248.00	473252	
THE SOLCO GROUP, LLC	8,380.00	473281	
			9,628.00**
SE TX EMP. BENEFIT POOL			
GROUP ADMINISTRATIVE CONCEPTS INC	936.00	473222	
EXPRESS SCRIPTS INC	72,428.26	473278	
NEUROMUSCULAR CORPORATE SOLUTIONS	11,999.25	473285	
			85,363.51**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	6,321.63	473198	
			6,321.63**
SHERIFF'S FORFEITURE FUND			
BEAUMONT TROPHIES	126.30	473112	
ORANGE COUNTY ASSOCIATION FOR	800.00	473166	
THIRD COAST TINT	50.00	473211	
SILSBEE FORD INC	6,350.26	473244	
GALLS LLC	10,845.00	473258	
			18,171.56**
MARINE DIVISION			
CITY OF NEDERLAND	20.65	473117	
JACK BROOKS REGIONAL AIRPORT	242.67	473132	
			263.32**
SHERIFF - COMMISSARY			
SAM'S CLUB DIRECT	1,834.56	473237	
			1,834.56**
			656,550.20***





# Resolution

STATE OF TEXAS

§  
§  
§

COMMISSIONERS' COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED that at an emergency meeting of the Commissioners' Court of Jefferson County, Texas, held on the 7th day of July, 2020, on motion made by Brent Weaver, Commissioner of Precinct No. 2, and seconded by Everette D. Alfred, Commissioner of Precinct No. 4, the following Resolution was adopted:

**WHEREAS**, the Jefferson County Commissioners' Court finds that immediate action is required during times of an emergency; and

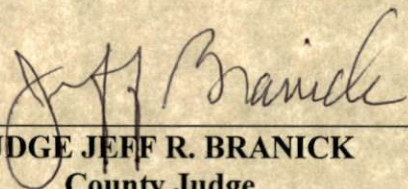
**WHEREAS**, the Jefferson County Commissioners' Court recognizes that the County Judge did sign a Disaster Declaration for Jefferson County on March 13, 2020; and

**WHEREAS**, the Jefferson County Commissioners' Court recognizes that this Disaster Declaration must be renewed pursuant to Section 418.108 (b), Government Code; and

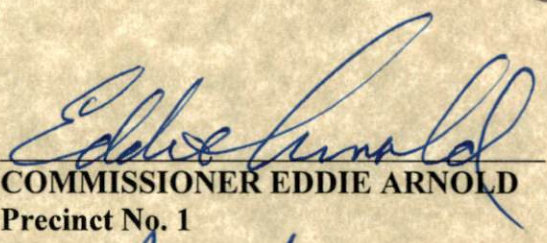
**WHEREAS**, the Jefferson County Commissioners' Court recognizes that Jefferson County remains in a state of disaster as a result of the COVID-19 PANDEMIC and that the renewal of this Declaration of Disaster is necessary for the protection of life and property in Jefferson County;

**NOW THEREFORE, BE IT RESOLVED** that Commissioners' Court of Jefferson County, Texas, does hereby approve the renewal and extension of the Disaster Declaration entered on March 13, 2020.


SIGNED this 7th day of July, 2020.


  
JUDGE JEFF R. BRANICK  
County Judge



  
COMMISSIONER EDDIE ARNOLD  
Precinct No. 1

\_\_\_\_\_  
COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

  
COMMISSIONER BRENT A. WEAVER  
Precinct No. 2

  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4



**Special, July 07, 2020**

There being no further business to come before the Court at this time,  
same is now here adjourned on this date, July 07, 2020